



U.S. Department of Justice

United States Attorney
District of Maryland

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U.S. DISTRICT COURT
DISTRICT OF MARYLAND
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June 30, 2016

Ms. Teresa Whalen
801 Wayne Avenue, Suite 400
Silver Spring, MD 20910

Re: United States v. Trevon Green, Crim. No. RDB 16-0063

Dear Ms. Whalen:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the Defendant by the United States Attorney's Office for the District of Maryland ("this Office"). 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 If this offer has not been accepted by **July 8, 2016**, it will be deemed withdrawn. The terms of the agreement are as follows:

Offenses of Conviction

1. The Defendant agrees to plead guilty to the Indictment, which charges him with Malicious Destruction of Real Property by Fire, in violation of 18 U.S.C. § 844(i). The Defendant admits that he is, in fact, guilty of this offense and will so advise the Court.

Elements of the Offense

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

Malicious Destruction of Property by Fire

- a. The Defendant maliciously damaged or destroyed, or attempted to damage or destroy any building or other real and personal property;
- b. By means of fire; and,
- c. The building or other real or personal property was used in interstate or foreign commerce.

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is as follows: a mandatory five (5) years up to twenty (20) years of incarceration, a maximum fine of \$250,000, and up to three (3) years supervised release.

4. In addition, the Defendant must pay \$100 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. This Court may also order him to make restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664. If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise. 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

5. The Defendant understands that by entering into this agreement, he 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, this Office, 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. The Defendant and this Office would have the opportunity to strike prospective jurors who demonstrated bias or who were otherwise unqualified, and both sides 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 to see if any errors were committed which would require a new trial or dismissal of the charges against him.

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 will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status. The Defendant recognizes that if he is not a citizen of the United States, pleading guilty may have consequences with respect to his immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including his attorney or the Court, can predict with certainty the effect of a conviction on immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any potential immigration consequences.

Advisory Sentencing Guidelines Apply

6. 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, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

7. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A, which is true and would be proved beyond a reasonable doubt, and to the following applicable sentencing guidelines factors:

a. **Base Offense Level:** Pursuant to U.S.S.G. §2K1.4(a)(1) the base offense level is twenty-four (24) because the offenses knowingly created a substantial risk of death or serious bodily injury to persons other than the participants in the offense and involved the attempted destruction of a place of public use.

b. This Office 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. This Office may oppose any adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every

item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about his involvement in the offense; (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 his plea of guilty.

c. Therefore, the anticipated final adjusted offense level is **twenty one (21)**. As noted, the offense carries a mandatory minimum sentence of five (5) years in the custody of the Bureau of Prisons.

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 offense level 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.

8. This Office and the Defendant agree that with respect to the calculation of the advisory guidelines range, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute.

Obligations of the United States Attorney's Office

9. At the time of sentencing, this Office will recommend a sentence of 70 months of imprisonment in the custody of the Bureau of Prisons, to be followed by three years of supervised release, consistent with paragraph 11. The sentence will also include restitution as well as the applicable special assessment. Consistent with 18 U.S.C. § 3584(a) and U.S.S.G. §5G1.3, the Government will be asking the Court to order that the sentence imposed in the current case run consecutively with the sentence the Defendant is presently serving in Baltimore City Circuit Case No. 3B02311732 for firearm related convictions stemming from the Defendant's arrest on October 31, 2015. The Defendant will request that the Court order that the sentence imposed in the current case run concurrently with the Baltimore City sentence the Defendant is currently serving.

10. 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. Should the defendant choose to file a sentencing memorandum in this matter, the defendant agrees to file any such memorandum ten business days prior to the date of sentencing.

Rule 11 (c) (1) (C) Plea

11. The parties stipulate and agree pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) that a sentence of 70 months of imprisonment in the custody of the Bureau of Prisons, to be followed by three years of supervised release, is the appropriate disposition of this case. This agreement does not affect the Court's discretion to impose any lawful conditions of supervised release. In the event that the Court rejects this plea agreement, either party may elect to declare the agreement null and void. Should the Defendant so elect, he will be afforded the

opportunity to withdraw his plea pursuant to the provisions of Federal Rule of Criminal Procedure 11(c)(5).

Waiver of Appeal

12. The Defendant and this Office knowingly and expressly waive all rights conferred by 28 U.S.C. § 1291 to appeal the conviction and 18 U.S.C. § 3742 to appeal the sentence provided it is the sentence indicated in paragraph 13 (70 months of imprisonment, three years of supervised release), as well as applicable restitution, special assessment, and fine that may be imposed, and any issues that relate to the establishment of the advisory guidelines range. Nothing in this agreement shall be construed to prevent either the Defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), and appealing from any decision thereunder, should a sentence be imposed that is illegal or that exceeds the statutory maximum allowed under the law or that is less than any applicable statutory mandatory minimum provision. 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 this Office or any investigating agency.

13. The Defendant further waives any and all motions, defenses, probable cause determinations, objections which defendant could assert to the Indictment or to the Court's entry of judgment against the Defendant, and any imposition of sentence upon the Defendant consistent with this agreement.

Court Not a Party

14. The Defendant expressly understands that the Court is not a party to this agreement. The Defendant understands that the Court is under no obligation to accept this plea offer made pursuant to Rule 11(c)(1)(C). The Defendant understands that should the Court decide to reject the plea, the procedure outlined at Federal Rule of Criminal Procedure 11(c)(5) will be followed. If he persists in the guilty plea thereafter, the Defendant understands that the disposition of the case may be less favorable than that contemplated by this agreement. The Defendant understands that neither this Office, his attorney, nor the Court can make a binding prediction or promise that the Court will accept this agreement. The Defendant agrees that no one has made such a binding prediction or promise.

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, or (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 this Office will be relieved of its obligations to the Defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines factors other than those stipulated 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, this Office 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 this Office is relieved of its obligations under the agreement pursuant to this paragraph.

Restitution

16. The Defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses, which the parties stipulate is at least \$334,894.16. The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663 and 3663A and §§ 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation. The Defendant further agrees that he will fully disclose to the probation officer and to the Court, subject to the penalty of perjury, all information, including but not limited to copies of all relevant bank and financial records, regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this plea agreement, and this Office may seek to be relieved of its obligations under this agreement.

Collection of Financial Obligations

17. The Defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. 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. The Defendant will promptly submit a completed financial statement to the United States Attorney's Office, in a form this Office 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.


Entire Agreement

18. This letter supersedes any prior understandings, promises, or conditions between this Office 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 this Office other than those set forth in this letter and addendum 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 letter, please sign


and have the Defendant sign the original and return it to me promptly.

Rod J. Rosenstein
United States Attorney

By: 
Judson T. Mihok
Assistant United States Attorney

I have read this agreement 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 with my attorney, and I do not wish to change any part of it. I understand this plea agreement, and I voluntarily agree to it. I am completely satisfied with the representation of my attorney.

7-18-16
Date


Trevon Green

I am Mr. Green's attorney. I have carefully reviewed every part of this agreement with him. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

7/18/16
Date

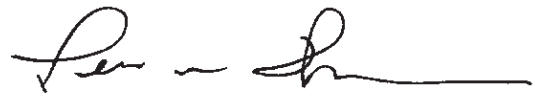

Teresa Whalen

EXHIBIT A
STIPULATED FACTS

The undersigned parties hereby stipulate and agree that if this case had proceeded to trial, the government would have proven the following facts beyond a reasonable doubt. The undersigned parties also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this matter proceeded to trial.

Trevon GREEN ("GREEN"), age 23, is a former resident of the Park Heights neighborhood of Baltimore, Maryland. On April 27, 2015, GREEN maliciously set and aided and abetted the setting of the Jolly Food Mart, located at 1500 North Monroe Street, Baltimore, MD, on fire.

In the wake of the funeral for Freddie Gray, there was widespread looting and multiple structure and vehicle fires set in Baltimore on April 27, 2015. GREEN participated in the rioting. In the late afternoon of April 27, 2015, GREEN was at Fireside North Liquors located at 2201 W. North Avenue, Baltimore, MD. GREEN participated in the looting of Fireside North Liquors and is recorded on video leaving the store with a box of merchandise. GREEN paused briefly outside Fireside North to have a conversation with Shaneika Epps, who was driving a silver colored Lexus. One of the owners of Fireside North Liquors, "J.C.," who had previously been punched in the face, was crouching near his vehicle, just behind where GREEN was standing, witnessing the looting of his store and his vehicle. After GREEN was done speaking with Epps, he turned, and without provocation or a word spoken, kicked J.C. in the face. At the time, J.C. was defenseless—he was crouching on the ground and facing away from GREEN. As a result, J.C. crumbled to the street and suffered injury to his face.

A few hours later, just prior to 8:25 p.m., GREEN proceeded to the Jolly Food Mart. GREEN was recorded on cell phone video with two other men near the broken front window of the Jolly Food Mart. GREEN told the other men to "light this bitch" on fire, as one of the men

lit the contents of a garbage can on fire, and then threw the can with its contents ablaze into the store through the broken front window. Thereafter, others depicted on the video confirmed that the store was on fire and the video captured flames in the front of the store. Subsequent origin and cause analysis showed that the fire did damage to the counter, ceiling, and floor of the store, as indicated by scorch marks and smoke damage to the area.

On the video recording, GREEN stated, "Fuck the police, fuck the government." GREEN stated that he "represented west Baltimore Park Heights" and that he and the others were setting the store on fire for Freddie Gray.

In April 2015, the Jolly Food Mart was owned and operated by A.M.D. Investments, LLC/ Jayrevapuri, LLC. Jolly Food Mart was a convenient store selling groceries and related merchandise. Many of these products traveled in interstate commerce before being sold at Jolly Food Mart and the Jolly Food Mart was a business affecting interstate commerce.

The damage caused by the fire and looting was extensive. The total loss is at least \$334,894.16.

I have read this statement of facts, and carefully reviewed it with my attorney. I acknowledge that it is true and correct.

7-18-16
Date

Trevon Green
Trevon GREEN

I am Mr. GREEN'S attorney. I have carefully reviewed every part of this Factual Stipulation 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.

7/18/16
Date

Teresa Whalen
Teresa Whalen