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U.S. Department of Justice

United States Attorney
District of Maryland
Northern Division

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U.S. DISTRICT COURT
DISTRICT OF MARYLAND
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April 1, 2014

Joseph A. Balter, Esquire
Assistant Federal Public Defender
100 South Charles Street, 9th Floor
Baltimore, Maryland 21201

Re: United States v. Omar Hance
Criminal No. ELH 13-427

Dear Mr. Balter:

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 If this offer has not been accepted by April 15, 2014, it will be deemed withdrawn. The terms of the agreement are as follows:

Offenses of Conviction

1. The Defendant agrees to plead guilty to Count One of the Indictment now pending against him, which charges him with Hobbs Act Robbery in violation of 18 U.S.C. Section 1951. 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 this Office would prove if the case went to trial, are as follows:

That on or about February 7, 2013, in the District of Maryland,

- a. The Defendant knowingly obtained or took the property of another, or from the presence of another;
- b. The Defendant took this property against the victim's will, by actual or threatened force, violence or fear of injury, whether immediately or in the future; and
- c. As a result of the Defendant's actions, interstate commerce, or an item moving in interstate commerce, was delayed, obstructed or affected in any way or degree.

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is as follows: twenty (20) years imprisonment, a \$250,000 fine, and a period of supervised release of three (3) years. In addition, the Defendant must pay \$100 as a special assessment pursuant to 18 U.S.C. Section 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. Sections 3663, 3663A, and 3664. If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. Section 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

4. 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. 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 were 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 which 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 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

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. Sections 3551-3742 (excepting 18 U.S.C. Sections 3553(b)(1) and 3742(e)) and 28 U.S.C. Sections 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

6. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto which this Office would prove beyond a reasonable doubt, and to the following applicable sentencing guidelines factors:

a. The parties agree that the facts stated in Attachment A would establish that the Defendant committed the crime of Hobbs Act robbery as to all the stores listed therein, and the parties agree that all of the robberies involved the use of a dangerous weapon. Therefore, the guidelines level applicable to Count One will be calculated as if the Defendant were convicted of all of the robberies, pursuant to U.S.S.G. Section 1B1.2 (c).

b. The base offense level applicable to the robberies is as follows:

i. As to Count One, the February 7 robbery of the Royal Farms store on February 7, 2013, the base offense level is 20 pursuant to U.S.S.G. Section 2B3.1(a). The base offense level is enhanced four (4) levels because a dangerous weapon was otherwise used pursuant to U.S.S.G. Section 2B3.1(b)(2)(D), resulting in a base offense level of 24.

ii. The additional robberies are listed below. For each of them, the applicable base offense level is 20 pursuant to U.S.S.G. Section 2B3.1(a). For each robbery, the offense level is enhanced 4 levels because of U.S.S.G. Section 2B3.1(b)(2)(D)(dangerous weapon otherwise used), resulting in an adjusted base offense level of 24.

- a. Royal Farms store, 6100 Holabird Street, Baltimore, Maryland on December 23, 2012
- b. Royal Farms store, 6435 Pulaski Highway, Baltimore, Maryland on January 1, 2013.
- c. Royal Farms store , 3701 Fleet Street, Baltimore, Maryland on January 1, 2013
- d. Royal Farms store, 3360 Annapolis Road, Baltimore Maryland on January 6, 2013
- e. 7- Eleven store, 211 West 28th Street, Baltimore, Maryland on January 10, 2013
- f. Royal Farms store, 5232 Harford Road, Baltimore, Maryland on January 13, 2013
- g. 7- Eleven store, 4918 Harford Road, on January 13, 2013
- h. Royal Farms store, 206 West Coldspring Lane, Baltimore, Maryland on January 13, 2013
- i. 7-Eleven store, 4700 Erdman Avenue, Baltimore, Maryland on January 15, 2013
- j. 7-Eleven store, 5401 Radecke Avenue, Baltimore, Maryland on January 15, 2013
- k. 7-Eleven, 2500 Liberty Heights Avenue, Baltimore, Maryland on January 15, 2013
- l. Royal Farms store, 2704 Washington Blvd., Baltimore, Maryland on January 15, 2013
- m. 7-Eleven store, 5455 Reisterstown Road, Baltimore, Maryland on January 20, 2013
- n. 7-Eleven store, 33rd Street and Keswick Avenue, Baltimore, Maryland on February 7, 2013

c. Pursuant to U.S.S.G. Section 3D1.4, five (5) additional levels are added, for a combined base offense level of 29.

d. 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 agrees to make a motion pursuant to U.S.S.G. Section 3E1.1(b) for an additional 1-level decrease in recognition of your client's acceptance of personal responsibility for his 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.

The final adjusted, combined offense level is 26.

e. 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.

f. 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.

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

7. The parties stipulate and agree pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) that a sentence of 110 months imprisonment in the custody of the Bureau of Prisons is the appropriate disposition of this case. This agreement does not affect the Court's discretion to impose any lawful term of supervised release or fine or to set any lawful conditions of probation or 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).

Obligations of the United States Attorney's Office

8. At the time of sentencing, this Office will recommend a sentence consistent with paragraph 7 and dismiss Count Two of the Indictment.

9. 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, including the conduct that is the subject of the counts of the Indictment that this Office has agreed to dismiss at sentencing.

Restitution

10. The Defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses. The Defendant agrees that, pursuant to 18 U.S.C. Sections 3663 and 3663A and Sections 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.

Waiver of Appeal

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

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

b. The Defendant and this Office knowingly waive all right, pursuant to 18 U.S.C. Section 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 forfeiture, order of restitution, and term or condition of supervised release), except as follows: (i) the Defendant reserves the right to appeal any term of imprisonment to the extent that it exceeds 110 months imprisonment total as to ~~Counts Three and Four~~; (ii) and this Office reserves the right to appeal any term of imprisonment to the extent that it is below 110 months imprisonment total as to ~~Counts Three and Four~~ in the custody of the Bureau of Prisons.

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c. Nothing in this agreement shall be construed to prevent the Defendant or this Office 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.

d. 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.

Obstruction or Other Violations of Law

12. 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. Section 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, or (iii) 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.

Court Not a Party

13. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, sentence is imposed by the Court, and the Court is under no obligation to accept this plea agreement. In the event the Court rejects this Rule 11(c)(1)(C) plea agreement, pursuant to Rule 11(c)(5)(C), the Defendant will be informed that he may withdraw his plea. 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.

Entire Agreement

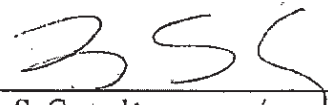
14. This letter supersedes any prior understandings, promises, or conditions between this Office and the Defendant and, together with the Sealed Supplement, constitutes the complete plea agreement in this case. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and this Office other than those set forth in this letter and 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,

Rod J. Rosenstein
United States Attorney

By:



Bonnie S. Greenberg
Assistant United States Attorney

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 with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

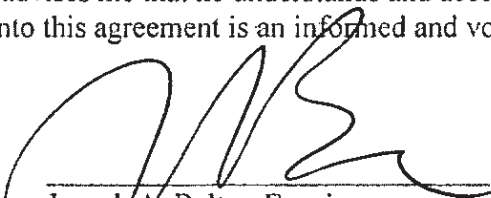
X 4/4/14
Date



Omar Hance

I am Mr. Hance's 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.

4-4-14
Date



Joseph A. Balter, Esquire

ATTACHMENT A

The United States would prove the following facts beyond a reasonable doubt at trial:

On February 7, 2013, at approximately 10:55 p.m., Omar Hance, Darrell Blackwell, and Willie Vinson went to the 7-Eleven, 630 West 33rd Street, Baltimore, Maryland. Mr. Blackwell drove the vehicle, and parked a short distance away in order for a quick exit after the robbery. Hance and Vinson, wearing masks, went in the 7-Eleven. Omar Hance pointed what appeared to be a black semi-automatic handgun at the cashier, demanding money. Vinson was also in the store, assisting with the robbery. The cashier, fearful of being shot or killed, turned over \$300 in Newport cigarettes and \$200 in cash.

Approximately five minutes later, there was a robbery at the Royal Farms store located at 1119 W. 41st Street, Baltimore, Maryland. Blackwell had driven Hance and Vinson over to rob the Royal Farms store. Specifically, Hance and Vinson entered the store, announced that everything in the store was free, and to get out because this was a robbery. The customers left. After the customers left the store, Hance walked over to the register area, walked behind the counter and told the cashier to open the register. He then pulled out a black handgun and placed it on the counter, telling Vinson to take the gun. As Vinson took the gun, Hance knelt down by the side of the register where the cigarettes are stored and starting removing cartons of cigarettes into a large bag. As Hance was removing the cigarettes, Vinson was removing the money from the open drawer. When Hance was done removing cartons of cigarettes, Hance and Vinson left the store on foot.

At all times herein Darrell Blackwell knew that Hance and Vinson were planning to and actually did commit the above-reference robberies.

Witnesses observed Hance and Vinson get into the green dodge van Blackwell was driving and speed away. This information was given out over the citywide police radio channel. The vehicle was located in the 1500 block of Harford road by Foxtrot (aviation unit). Other police units responded and attempted to stop the van. The van did not stop for the Baltimore police officers. Law enforcement officials observed at least one item being thrown from the van. A law enforcement officer who reviewed the surveillance video from the robbery of the Royal Farms store on February 7, 2013 advised that the gun used by the robber and depicted in the surveillance video appeared to be a black semi-automatic handgun. On the road along the route of the van an item fitting this description of the gun used to rob the cashier at the Royal Farms store- a black semi-automatic gun- was recovered by law enforcement officers. It was determined that the gun was a BB gun.

The van eventually stopped at a garage at Greater Baltimore Medical Center in Baltimore County and three people ran from it. The three people were caught a short time later. Law enforcement officials are able to identify the three individuals they caught as the same people that they saw running from the van. Two of the people caught running - Willie Vinson and Omar Hance - were wearing the same clothing and fit the physical description of the suspects from the video surveillance. The third person, Darrell Blackwell, was the getaway driver. The vehicle, a green 1998 Dodge van, bearing MD tag 4AR4801, VIN 2B4GP44R1WR728528, was towed to a secure location. A large quantity of Newport cigarettes was recovered from inside the van.

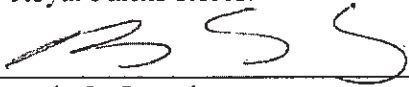
At all times herein the 7-Eleven store, 630 West 33rd Street, Baltimore, Maryland and the Royal Farms store, 1119 W. 41st Street, Baltimore, Maryland, were businesses that were involved in interstate commerce because both stores sold consumer goods manufactured in interstate commerce, functioned as a national chain of retail stores, and other reasons. Both stores were shut down for a brief period of time in connection with the police department's investigation of the robberies. Therefore, the robberies each interfered with and obstructed the interstate commerce activities of the 7-Eleven store, 630 West 33rd Street, Baltimore, Maryland and the Royal Farms store, 1119 W. 41st Street, Baltimore, Maryland.

Also, between December 23, 2012 and December February 7, 2013, Defendant Omar Hance and Willie Vinson committed the below listed robberies of 7-Eleven and Royal Farms stores with a dangerous weapon, specifically a BB gun:

- a. Royal Farms store, 6100 Holabird Street, Baltimore, MD on December 23, 2012
- b. Royal Farms store, 6435 Pulaski Highway, Baltimore, MD on January 1, 2013.
- c. Royal Farms store, 3701 Fleet Street, Baltimore, MD on January 1, 2013
- d. Royal Farms store, 3360 Annapolis Road, Baltimore MD on January 6, 2013
- e. 7-Eleven store, 211 West 28th Street, Baltimore, MD on January 10, 2013
- f. Royal Farms store, 5232 Harford Road, Baltimore, MD on January 13, 2013
- g. 7-Eleven store, 4918 Harford Road, Baltimore, MD on January 13, 2013
- h. Royal Farms store, 206 West Coldspring Lane, Baltimore, MD on January 13, 2013
- i. 7-Eleven store, 4700 Erdman Avenue, Baltimore, MD on January 15, 2013
- j. 7-Eleven Store, 5401 Radecke Avenue, Baltimore, MD on January 15, 2013
- k. 7-Eleven, 2500 Liberty Heights Avenue, Baltimore, MD on January 15, 2013
- l. Royal Farms store, 2704 Washington Blvd., Baltimore, MD on January 15, 2013
- m. 7-Eleven, 5455 Reisterstown Road, Baltimore, MD on January 20, 2013
- n. 7-Eleven store, 33rd Street and Keswick Avenue, Baltimore, MD on February 7, 2013

In each instance Hance and Vinson entered the store, one of them used a BB gun to commit the robbery, with the other one's prior agreement and knowledge, and each cooperated in taking money and store products by the use or threatened use of violent force against employees and customers of the business.

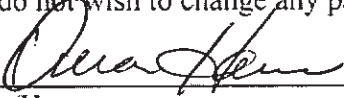
At all times herein the 7-Eleven and the Royal Farms stores were businesses that were involved in interstate commerce because the stores sold consumer goods manufactured in interstate commerce, functioned as a national chain of retail stores, and other reasons. All of the stores were shut down for a brief period of time in connection with the police department's investigation of the robberies. Therefore, the robberies each interfered with an obstructed the interstate commerce activities of the 7-Eleven and the Royal Farms stores.



Bonnie S. Greenberg
Assistant United States Attorney

I have read this Statement of Facts and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. I do not wish to change any part of it.

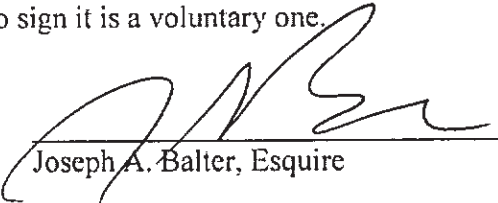
4/4/14
Date



Omar Hance

I am Omar Hance's attorney. I have carefully reviewed every part of this Statement of Facts with him. To my knowledge, his decision to sign it is a voluntary one.

4/4/14
Date



Joseph A. Balter, Esquire