

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Certified to be a true and  
correct copy of the original filed  
Clarence Maddox, III  
U.S. District Court  
Southern District of Florida  
By Clarence Maddox  
Deputy Clerk  
Date 7-16-07

Case No: 07-80107-CR-Hurley/Vitunac

UNITED STATES OF AMERICA,  
Plaintiff,

vs.

WILLIAM R. BOOSE, III,  
Defendant.

FILED by \_\_\_\_\_ D.C.  
JUL 16 2007  
CLARENCE MADDOX  
CLERK U.S. DIST. CT.  
S.D. OF FLA. - W.P.B

**PLEA AGREEMENT**

The United States of America and WILLIAM R. BOOSE, III, (hereinafter referred to as the "defendant") enter into the following agreement:

1. The defendant agrees to plead guilty to the Information filed in this case, which charges the defendant with Misprision of a Felony, in violation of Title 18, United States Code, Section 4.
2. The defendant is aware that the sentence will be imposed by the Court after considering the Federal Sentencing Guidelines and Policy Statements (hereinafter "Sentencing Guidelines"). The defendant acknowledges and understands that the Court will compute an advisory sentence under the Sentencing Guidelines and that the applicable guidelines will be determined by the Court relying in part on the results of a Pre-Sentence Investigation by the United States Probation Office ("Probation Office"), which investigation will commence after the guilty plea has been entered. The defendant is also aware that, under certain circumstances, the Court may depart from the advisory sentencing guideline range that it has computed, and may raise or lower that advisory sentence under the Sentencing Guidelines. The defendant is further aware and understands

that the Court is required to consider the advisory guideline range determined under the Sentencing Guidelines, but is not bound to impose that sentence; the Court is permitted to tailor the ultimate sentence in light of other statutory concerns, and such sentence may be either more severe or less severe than the Sentencing Guidelines' advisory sentence. Knowing these facts, the defendant understands and acknowledges that the Court has the authority to impose any sentence within and up to the statutory maximum authorized by law for the offense charged and that the defendant may not withdraw the plea solely as a result of the sentence imposed.

3. The defendant also understands and acknowledges that the Court may impose a statutory maximum term of imprisonment on the count of conviction of up to three (3) years, followed by a term of supervised release of up to one (1) year. In addition to a term of imprisonment and supervised release, the defendant understands and agrees that this Agreement also contemplates a consent forfeiture to the United States of \$400,000. The Court also may impose a fine of up to \$250,000, and may order restitution.

4. The defendant further understands and acknowledges that, in addition to any sentence imposed under paragraph 3 of this agreement, a special assessment in the amount of \$100 will be imposed on the defendant. The defendant agrees that any special assessment imposed shall be paid at the time of sentencing.

5. The Office of the United States Attorney for the Southern District of Florida (hereinafter "Office") reserves the right to inform the Court and the Probation Office of all facts pertinent to the sentencing process, including all relevant information concerning the offenses committed, whether charged or not, as well as concerning the defendant and the defendant's background. In that regard, the defendant understands and agrees that the United States will provide

to the Probation Office any documents and statements that it deems relevant. Subject only to the express terms of any agreed-upon sentencing recommendations contained in this agreement, this Office further reserves the right to make any recommendation as to the quality and quantity of punishment.

6. The United States and the defendant agree that, although not binding on the Probation Office or the Court, they will jointly recommend that the Court impose a sentence within the advisory sentencing guideline range produced by application of the Sentencing Guidelines. Although not binding on the Probation Office or the Court, the United States and the defendant further agree that, except as otherwise expressly contemplated in this Plea Agreement, they will jointly recommend that the Court neither depart upward nor depart downward under the Sentencing Guidelines when determining the ultimate sentence to be imposed in this case. However, nothing in this Agreement should be construed as preventing either the defendant or the United States from presenting factual information to the Court or the Probation Office which would assist the Court in making its sentencing determination under Title 18, United States Code, Section 3553.

7. The United States agrees that it will recommend at sentencing that the Court reduce by two (2) levels the sentencing guideline level applicable to the defendant's offense, pursuant to Section 3E1.1(a) of the Sentencing Guidelines, based upon the defendant's recognition and affirmative acceptance of personal responsibility. It is further agreed between the United States and the defendant that the United States will not affirmatively move for any further third point of reduction for acceptance of responsibility pursuant to Section 3E1.1(b) of the Sentencing Guidelines and the defendant agrees not to request such a further reduction for acceptance of responsibility.

8. The United States also agrees that it will recommend at sentencing that the Court impose a sentence at the low end of the advisory guideline range as determined by the Court.

9. However, the United States will not be required to make any sentencing recommendation described in any paragraph of this Agreement if the defendant: (1) fails or refuses to make full, accurate and complete disclosure to the Probation Office of the circumstances surrounding the relevant offense conduct; (2) is found to have misrepresented facts to the government prior to entering this Plea Agreement; (3) commits any misconduct after entering into this Plea Agreement, including but not limited to committing a state or federal offense, violating any term of release, or making false statements or misrepresentations to any governmental entity or official; (4) fails to abide by the obligations imposed in this Agreement, including the obligation that the defendant cooperate fully with the Internal Revenue Service concerning the correct ascertainment, assessment and collection of any and all federal personal income taxes due for the time period from 2000 through the present; or (5) fails to pay the United States all funds subject to forfeiture at least fifteen (15) days prior to the initially scheduled sentencing date in this matter.

10. In further exchange for this Agreement, and the defendant's full compliance with its terms and conditions, including the defendant's plea of guilty, the United States agrees to not bring additional charges against the defendant for the conduct outlined in the Information, including, but not limited to substantive mail and wire fraud (18 U.S.C. §§ 1341, 1343, and 1346), obstruction of justice (18 U.S.C. § 1503), and the making of materially false statements to the government (18 U.S.C. § 1001), or any other conduct known to the government at the time that the defendant's guilty plea is entered.

11. The defendant further agrees to execute simultaneous with this Plea Agreement a Consent to Forfeiture of \$400,000 which money will be forfeited to the United States administratively. The Consent to Forfeiture is specifically incorporated into this Plea Agreement by the mutual consent of the United States and the defendant, and made part hereof. The defendant agrees to comply with all terms of the Consent to Forfeiture, including the agreed payment schedule, which terms are material to this Plea Agreement. Further, the defendant understands and agrees that he will make an initial \$100,000 down payment of the total payment due at the time that this Plea Agreement is accepted by this Court, and the rest of the payment due (\$300,000) at least fifteen (15) days prior to the initially set sentencing date in this matter. If the defendant breaches any terms of the Consent to Forfeiture, the United States will not be required to make any recommendations set forth herein, and may, at its sole option, void this Agreement in its entirety.

12. Defendant further agrees to fully cooperate and assist the Government in the forfeiture of the listed assets and to take whatever steps are necessary to pass clear title to the United States, including, but not limited to, the surrender of the funds listed in paragraph 11 to the United States, execution of a consent to forfeiture or other documents as may be needed to fully accomplish the forfeiture and vest title in the United States. Defendant further knowingly and voluntarily waives the following rights as to assets subject to forfeiture: (1) all constitutional, legal and equitable defenses to the forfeiture of the assets in any judicial or administrative proceeding; (2) any judicial or administrative notice of forfeiture and related deadlines; (3) any jeopardy defense or claim of double jeopardy, whether constitutional or statutory; (4) any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of these assets by the United States; and (5) any right to appeal any order of forfeiture entered by

the Court pursuant to this Plea Agreement. Defendant further understands that the forfeiture of these assets shall not be treated as satisfaction or offset against any fine, restitution, cost of imprisonment, or any other penalty this Court may impose on the defendant.

The defendant shall make a full, complete and accurate disclosure of all assets in which the defendant has any interest or over which defendant exercises control, as well as those assets which are held or controlled by a nominee(s).

13. The defendant agrees that he will cooperate fully with the Internal Revenue Service in determining and paying any tax liabilities, penalties and interest of any parties and any years related to this prosecution, including, but not limited to, any personal tax liabilities for tax years 2000-through the present. To this end, the defendant agrees to file accurate original and/or amended income tax returns for tax years 2000 through the present, as soon as possible upon the signing of this Plea Agreement, and in any event, no later than the time of the defendant's sentencing. The defendant further agrees that the Court may order the payment of any tax liabilities established as of the date of sentencing as restitution. The defendant further agrees to waive the statute of limitations with respect to the assessment and collection of his taxes due and owing for those tax years. The defendant also agrees to provide the Internal Revenue Service with all requested documents and information for purposes of any civil audits, examinations, collections, or other proceedings. The defendant further agrees to waive any and all rights he may otherwise have, including causes of action, regarding disclosure of return information or any other information by the Internal Revenue Service or this Office for any purpose. Nothing in this Agreement shall limit the Internal Revenue Service in its collection of any taxes, penalties or interest due from the defendant or other parties. The parties acknowledge that by signing this agreement, the defendant

retains all legal rights to contest in good faith any civil IRS determination as to interest, penalties or tax covered herein.

14. Nothing in this Agreement shall limit the IRS in its civil determination, assessment, and collection of any taxes, interest, and/or penalties that the defendant may owe. The defendant agrees that any statements made by him to the IRS and/or in this Agreement shall be admissible against the defendant without any limitation in any civil proceeding and the defendant stipulates to the authenticity and admissibility, in any civil proceeding, of any documentation provided by the defendant to the IRS. The defendant hereby waives any protection afforded by Rule 410 of the Federal Rules of Evidence with regard to any such statements and documentation. In the event that the defendant withdraws from this Agreement prior to pleading guilty and/or fails to fully comply with any of the terms of this Agreement, the United States will, at its option, be released from its obligations under this Agreement, but under no circumstances shall the defendant be released from the agreements and waivers made by him in this and the preceding two paragraphs.

#### **SENTENCING APPEAL WAIVER**

15. The defendant is aware that Title 18, United States Code, Section 3742 affords the defendant the right to appeal the sentence imposed in this case. Acknowledging this, in exchange for the undertakings made by the United States in this Plea Agreement, the defendant hereby waives all rights conferred by Section 3742 to appeal any sentence imposed, including any restitution order, or to appeal the manner in which the sentence was imposed, unless the sentence exceeds the maximum permitted by statute. The defendant further understands that nothing in this Agreement shall affect the government's right and/or duty to appeal as set forth in Title 18, United States Code, Section 3742(b). However, if the United States appeals the defendant's sentence pursuant to Section

3742(b), the defendant shall be released from the above waiver of appellate rights. By signing this Agreement, the defendant acknowledges that he has discussed the appeal waiver set forth in this Agreement with his attorney. The defendant further agrees, together with the United States, to request that the Court enter a specific finding that the defendant's waiver of his right to appeal the sentence to be imposed in this case was knowing and voluntary.

16. The defendant is aware that the sentence has not yet been determined by the Court. The defendant also is aware that any estimate of the probable sentencing range or sentence that the defendant may receive, whether that estimate comes from the defendant's attorney, the government, or the Probation Office, is a prediction, not a promise, and is not binding on the government, the Probation Office or the Court. The defendant understands further that any recommendation that the government makes to the Court as to sentencing, whether pursuant to this agreement or otherwise, is not binding on the Court and the Court may disregard the recommendation in its entirety. The defendant understands and acknowledges, as previously acknowledged in paragraph 2 above, that the defendant may not withdraw his plea based upon the Court's decision not to accept a sentencing recommendation made by the defendant, the government, or a recommendation made jointly by both the defendant and the government.

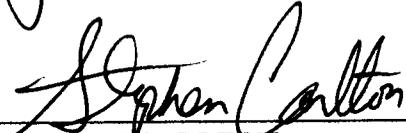
17. This is the entire agreement and understanding between the United States and the defendant. There are no other agreements, promises, representations, or understandings.

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

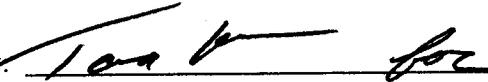
Date: 7/13/07

By:   
\_\_\_\_\_  
JOHN S. KASTRENAKES  
ASSISTANT UNITED STATES ATTORNEY

Date: 7/13/07

By:   
\_\_\_\_\_  
STEPHEN CARLTON  
ASSISTANT UNITED STATES ATTORNEY

Date: 7-13-07

By:   
\_\_\_\_\_  
RICHARD LUBIN  
ATTORNEY FOR DEFENDANT BOOSE

Date: 7.13.07

By:   
\_\_\_\_\_  
WILLIAM R. BOOSE, III  
DEFENDANT

In Re Forfeiture of \$400,000.00 in U.S. Currency

**CONSENT TO FORFEITURE**

The United States of America, by and through the undersigned Assistant U.S. Attorney, and William R. Boose, III, by and through his undersigned counsel, hereby stipulate and agree that the following property is knowingly and voluntarily forfeited to the United States of America:

1. William R. Boose, III hereby consents to the forfeiture of the following property to the United States of America (“United States”) pursuant to 28 U.S.C. § 2461, 18 U.S.C.

§ 981(a)(1)(C), and 21 U.S.C. § 853:

a. \$400,000.00 in U.S. currency

2. William R. Boose, III does not contest the forfeiture of the currency pursuant to 28 U.S.C. § 2461, 18 U.S.C. § 981(a)(1)(C), and 21 U.S.C. § 853.

3. Although William R. Boose, III did not receive any money from the transaction, pursuant to the concept of joint and several liability for the monies received by Anthony Masilotti, the forfeiture of the \$400,000.00 in U.S. currency is not being contested.

4. William R. Boose, III is surrendering the \$400,000.00 in U.S. currency to the United States.

5. William R. Boose, III agrees to withdraw any claim to the property which is being forfeited to the United States and assign all his right, title and interest in same to the United States of America. Furthermore, William R. Boose, III agrees to execute any and all documents necessary to transfer all right, title and interest in the property listed in paragraph 1 to the United States.

6. William R. Boose, III waives answer and defense of any forfeiture action regarding the property listed in paragraph one and waives any requirements to be notified of any forfeiture action, judicial or administrative, against the property.

7. William R. Boose, III agrees to hold the United States, its agencies and its past and present agents and employees harmless from any and all claims, including third parties claims, in connection with or arising from the seizure, detention, maintenance and forfeiture of the property and the United States' entry into this Agreement.

8. Each party shall bear its own costs and attorney's fees.

IN WITNESS WHEREOF, the undersigned executed this Consent to Forfeiture  
in West Palm Beach, Florida this 13<sup>th</sup> day of July, 2007

*Nicole M. Cotton*  
WITNESS

*William R. Boose, III*  
WILLIAM R. BOOSE, III

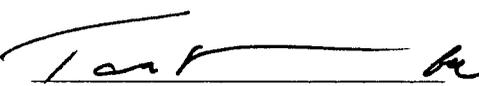
*Dwain L. Statten*  
WITNESS

Respectfully submitted,

R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

BY:   
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DATE: 7/13/07

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DATE: 7.13.07