

**FILED**  
UNITED STATES DISTRICT COURT  
ALBUQUERQUE, NEW MEXICO

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

APR 01 2010

**MATTHEW J. DYKMAN**  
CLERK

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 **JASON PETE ROPER,** )  
 )  
 Defendant. )

Cr. No. 09-1866-BB

**PLEA AGREEMENT**

Pursuant to Rule 11, Fed. R. Crim. P., the parties notify the Court of the following agreement between the United States Attorney for the District of New Mexico, the Defendant, **JASON PETE ROPER**, and the Defendant's counsel, Jerry Daniel Herrera:

**REPRESENTATION BY COUNSEL**

1. The Defendant understands the Defendant's right to be represented by an attorney and is so represented. The Defendant has thoroughly reviewed all aspects of this case with the Defendant's attorney and is fully satisfied with that attorney's legal representation.

**RIGHTS OF THE DEFENDANT**

2. The Defendant further understands the Defendant's rights:
- a. to plead not guilty, or having already so pleaded, to persist in that plea;
  - b. to have a trial by jury; and
  - c. at a trial:
    - l) to confront and cross-examine adverse witnesses,

- 2) to be protected from compelled self-incrimination,
- 3) to testify and present evidence on the Defendant's own behalf, and
- 4) to compel the attendance of witnesses for the defense.

**WAIVER OF RIGHTS AND PLEA OF GUILTY**

3. The Defendant agrees to waive these rights and to plead guilty to Count 1, Count 2, and Count 3 of the Indictment, charging violations of 18 U.S.C. § 2113(a) and (d): Armed Bank Robbery; 18 U.S.C. § 924(c)(1)(A): Use of a Firearm in Relation to a Crime of Violence; and 18 U.S.C. §§ 922(g)(1) and 924(a)(2): Felon in Possession of a Firearm and Ammunition.

**SENTENCING**

4. The Defendant understands that the maximum penalty the Court can impose:

Count 1:

- a. imprisonment for a period of not more than twenty-five years;
- b. a fine not to exceed \$250,000;
- c. a mandatory term of supervised release of not more than three years that must follow any term of imprisonment. (If the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked -- even on the last day of the term -- and the Defendant could then be returned to another period of incarceration and a new term of supervised release.);
- d. a mandatory special penalty assessment of \$100; and
- e. restitution as may be ordered by the Court.

Count 2:

- a. imprisonment for a period of not less than seven years which is to run consecutive to any other term of imprisonment imposed;
- b. a fine not to exceed \$250,000;
- c. a mandatory term of supervised release of not more than three years that must follow any term of imprisonment. (If the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked -- even on the last day of the term -- and the Defendant could then be returned to another period of incarceration and a new term of supervised release.);
- d. a mandatory special penalty assessment of \$100; and
- e. restitution as may be ordered by the Court.

Count 3:

- a. imprisonment for a period of not more than ten years;
- b. a fine not to exceed \$250,000;
- c. a mandatory term of supervised release of not more than three years that must follow any term of imprisonment. (If the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked -- even on the last day of the term -- and the Defendant could then be returned to another period of incarceration and a new term of supervised release.);
- d. a mandatory special penalty assessment of \$100; and
- e. restitution as may be ordered by the Court.

5. The parties recognize that the federal sentencing guidelines are advisory, and that the Court is required to consider them in determining the sentence it imposes.

6. The United States reserves the right to make known to the United States

Pretrial services and Probation Office and to the Court, for inclusion in the presentence report to be prepared under federal Rule of Criminal Procedure 32, any information the United States believes may be helpful to the Court, including, but not limited to, information about any relevant conduct under U.S.S.G. § 1B1.3.

**DEFENDANT'S ADMISSIONS OF FACTS**

7. By my signature on this plea agreement, I am acknowledging that I am pleading guilty because I am, in fact, guilty of the offenses to which I am pleading guilty. I recognize and accept responsibility for my criminal conduct. Moreover, in pleading guilty, I acknowledge that if I choose to go to trial instead of entering this plea, the United States could prove facts sufficient to establish my guilt of the offenses to which I am pleading guilty beyond a reasonable doubt. I specifically admit the following facts related to the charges against me, and declare under penalty of perjury that all of these facts are true and correct:

- a. That on June 19, 2009, in Bernalillo County, in the District of New Mexico, I, by force and violence, and by intimidation, did unlawfully and intentionally take and attempt to take from the person and presence of another a sum of money belonging to and in the care, custody, control, management and possession of the Bank of Albuquerque, located at 3301 Coors Boulevard, Albuquerque, New Mexico, the deposits of which were then and there insured by the Federal Deposit Insurance Corporation, and in committing such offense, did assault and put in jeopardy the life of another person by use of a dangerous weapon and device, namely, a handgun, in

violation of 18 U.S.C. §§ 2113(a) and (d).

- b. That on June 19, 2009, in Bernalillo County, in the District of New Mexico, I, did knowingly use, carry, or possess a firearm, a Firestorm Inc., model Mini Firestorm, .40 caliber semi-automatic pistol, serial number 445708, during and in relation to a crime of violence, for which I may be prosecuted in a court of the United States, namely, Armed Bank Robbery as charged in Count 1 of the indictment, in violation of 18 U.S.C. § 924(c)(1)(A)(ii).
- c. That on June 19, 2009, in Bernalillo County, in the District of New Mexico, I, a person who had been convicted in the Eighth Judicial District Court, New Mexico, of battery upon a peace officer in Cause No. CR 97-117, a felony crime punishable by imprisonment for a term exceeding one year, did knowingly possess, in and affecting commerce, a firearm, a Firestorm Inc., model Mini Firestorm, .40 caliber semi-automatic pistol, serial number 445708, and approximately nine cartridges of Winchester brand .40 caliber ammunition, in violation of 18 U.S.C. §§ 922(g)(1) and 924(a)(2).
- d. That on June 19, 2009, **JASON PETE ROPER**, wearing a white long sleeve pullover shirt, a motorcycle helmet and black motorcycle gloves robbed the Bank of Albuquerque, located at 3301 Coors Boulevard, Northwest, Albuquerque, New Mexico. He entered the bank and was asked to remove the motorcycle helmet, instead he

pulled a Firestorm Inc., model Mini Firestorm, .40 caliber semi-automatic pistol, serial number 445708 from a dark backpack he was carrying, cocked the hammer and racked the slide back and forth, making a metallic noise. He verbally demanded money and stated to the victim bank employees "You better hurry up. I'll shoot everyone in here." Two victim bank tellers provided him with a large sum of United States Federal Reserve Bank Notes. The bank alarm was activated by the victim bank employees and 911 was called. One victim bank employee observed him get on a maroon racing motorcycle and travel south out of the Ladera Shopping Center. At the moment dispatch called out the bank robbery, an Albuquerque Police Department (APD) Airplane was passing over Ladera Shopping Center and immediately located him and the fleeing motorcycle. The APD plane followed him and the motorcycle to 2604 Los Compadres, NW, Albuquerque, New Mexico. The APD plane observed him park the motorcycle in the backyard of 2604 Los Compadres, NW, Albuquerque, New Mexico and then enter the residence.

- f. A source proven to be reliable in the past, also directed APD to the residence located at 2604 Los Compadres, NW, Albuquerque, New Mexico. Pursuant to a consent to search, located inside the residence was the dark backpack **JASON PETE ROPER** was

carrying and the motorcycle helmet **JASON PETE ROPER** was wearing when he robbed the Bank of Albuquerque, located at 3301 Coors Boulevard, SW, Albuquerque, New Mexico. Inside the helmet was the pair of black motorcycle gloves he wore during the bank robbery. The dark backpack was opened and the contents included a loaded Firestorm Inc., model Mini Firestorm, .40 caliber semi-automatic pistol, serial number 445708 with a live round in the chamber and eight more live rounds in the magazine that were locked in the magazine well of the pistol. The pistol had a manual safety that was set to fire and the pistol's hammer was locked back in the cocked position.

- g. A large sum of United States Federal Reserve Bank Notes was also inside the backpack. Included was a \$20.00 bank note with its serial numbers recorded by the Bank of Albuquerque. This note was provided to **JASON PETE ROPER** from the Bank of Albuquerque located at 3301 Coors Boulevard, Northwest, Albuquerque, New Mexico, on June 19, 2009. Also located inside the backpack was a driver's license for **JASON PETE ROPER**, year of birth 1978, SSN XXX-XX-0233 and a contract for sale of a motorcycle to **JASON PETE ROPER**. The motorcycle of this contract was found in the backyard of the residence located at 2604 Los Compadres, Northwest, Albuquerque, New Mexico, and was Maroon in color.

Also discovered inside the backpack were some personal checks made out to **JASON PETE ROPER**.

- h. At the time of the armed bank robbery, **JASON PETE ROPER** was on parole after serving approximately 11 years in the New Mexico prison system for a crime of violence involving a firearm. APD advised that there was a warrant for his arrest for parole violation issued that morning but not related to the armed bank robbery.
- i. **JASON PETE ROPER** was read his Advice of Rights and elected to waive those rights. He provided a detailed confession to robbing the Bank of Albuquerque, located at 3301 Coors Boulevard, Northwest, Albuquerque, New Mexico and being in illegal possession of the stolen Firestorm Inc., model Mini Firestorm, .40 caliber semi-automatic pistol, serial number 445708, and approximately nine cartridges of Winchester brand .40 caliber ammunition.
- J. The Bank of Albuquerque, located at 3301 Coors Boulevard, Albuquerque, New Mexico is a federally insured financial institution, and sustained a large loss in United States Federal Reserve Bank Notes.

8. By signing this agreement, the Defendant admits that there is a factual basis for each element of the crimes to which the Defendant will plead guilty. The Defendant agrees that the Court may rely on any of these facts, as well as facts in the

presentence report, to determine the Defendant's sentence, including, but not limited to, the advisory guideline offense level.

**STIPULATIONS**

9. The United States and the Defendant stipulate as follows:
  - a. As of the date of this agreement, the Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for the Defendant's criminal conduct. Consequently, pursuant to U.S.S.G. § 3E1.1, so long as the Defendant continues to accept responsibility for his criminal conduct, the Defendant is entitled to a reduction of three levels from the base offense level as calculated under the sentencing guidelines. This reduction is contingent upon the Defendant personally providing to the United States Probation Officer who prepares the presentence report in this case an appropriate oral or written statement in which the Defendant clearly establishes the Defendant's entitlement to this reduction. Further, the United States is free to withdraw this stipulation if the Defendant engages in any conduct that is inconsistent with acceptance of responsibility between the date of this agreement and the sentencing hearing. Such conduct would include committing additional crimes, failing to appear in Court as required, and/or failing to obey any conditions of release that the Court may set.

- b. At sentencing, as to counts 1 and 3 only, the United States will recommend the lower end of the imprisonment range of the appropriate sentencing guideline.
- c. The Defendant agrees to pay restitution as ordered by the Court.
- d. Apart from the stipulations set forth in this plea agreement, the United States and the Defendant reserve their rights to assert any position or argument with respect to the sentence to be imposed, including but not limited to the applicability of particular sentencing guidelines, adjustments under the guidelines, departures or variances from the guidelines and the application of factors in 18 U.S.C. § 3553(a).

10. The Defendant understands that the above stipulations are not binding on the Court and that whether the Court accepts these stipulations is a matter solely within the discretion of the Court after it has reviewed the presentence report. Further, the Defendant understands that the Court may choose to deviate from the advisory guideline sentence. The Defendant understands that if the Court does not accept any one or more of the above stipulations and reaches an advisory guideline sentence different than expected by the Defendant, or if the Court deviates from the advisory guideline range, the Defendant will not seek to withdraw the Defendant's plea of guilty. In other words, regardless of any stipulations the parties may enter into, the Defendant's final sentence is solely within the discretion of the Court.

**DEFENDANT'S ADDITIONAL OBLIGATIONS**

11. The Defendant understands the Defendant's obligation to provide the

United States Probation Office with truthful, accurate, and complete information. The Defendant represents that the Defendant has complied with and will continue to comply with this obligation.

**WAIVER OF APPEAL RIGHTS**

12. The Defendant is aware that 28 U.S.C. § 1291 and 18 U.S.C. § 3742 afford a Defendant the right to appeal a conviction and the sentence imposed. Acknowledging that, the Defendant knowingly waives the right to appeal the Defendant's convictions and any sentence, including any order of restitution, within the statutory maximum authorized by law and imposed in conformity with this plea agreement. In addition, the Defendant agrees to waive any collateral attack to the Defendant's convictions pursuant to 28 U.S.C. § 2255, except on the issue of ineffective assistance of counsel.

**GOVERNMENT'S AGREEMENT**

13. Provided that the Defendant fulfills the Defendant's obligations as set out above, the United States agrees that:

- a. The United States will not bring additional criminal charges against the Defendant arising out of the facts forming the basis of the present indictment.
- b. At the time of sentencing, the United States will move to dismiss Count 4 of the indictment.

14. This agreement is limited to the United States Attorney's Office for the District of New Mexico and does not bind any other federal, state, or local agencies or

prosecuting authorities.

**VOLUNTARY PLEA**

15. The Defendant agrees and represents that this plea of guilty is freely and voluntarily made and is not the result of force, threats, or promises (other than the promises set forth in this agreement). There have been no representations or promises from anyone as to what sentence the Court will impose. The Defendant represents that the Defendant is pleading guilty because the Defendant is in fact guilty.

**VIOLATION OF PLEA AGREEMENT**

16. The Defendant agrees that if the Defendant violates any provision of this agreement, the United States may declare this agreement null and void, and the Defendant will thereafter be subject to prosecution for any criminal violation, including but not limited to any crime(s) or offense(s) contained in or related to the charges in this case, as well as perjury, false statement, obstruction of justice, and any other crime committed by the Defendant during this prosecution.

**SPECIAL ASSESSMENT**

17. At the time of sentencing, the Defendant will tender to the United States District Court, District of New Mexico, 333 Lomas Blvd. NW, Suite 270, Albuquerque, New Mexico 87102, a money order or certified check payable to the order of the **United States District Court** in the amount of \$300 in payment of the special penalty assessment described above.

**ENTIRETY OF AGREEMENT**

18. This document is a complete statement of the agreement in this case and

may not be altered unless done so in writing and signed by all parties.

AGREED TO AND SIGNED this 1<sup>st</sup> day of April, 2010.

GREGORY J. FOURATT  
United States Attorney

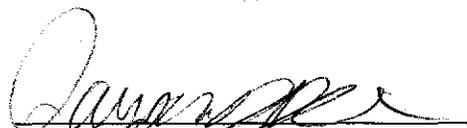


RUMALDO R. ARMIJO  
Assistant United States Attorney  
Post Office Box 607  
Albuquerque, New Mexico 87102  
(505) 346-7274



Jerry Daniel Herrera  
Attorney for Defendant  
509 13<sup>th</sup> Street SW  
Albuquerque, NM 87102  
(505) 262-1003

I have read this agreement and carefully reviewed every part of it with my attorney. I understand the agreement and voluntarily sign it.



JASON PETE ROPER,  
Defendant