

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	No. 4:22-CR-296 SRC
)	No. 4:22-CR-297 SRC
JEFFREY BOYD,)	
)	
Defendant.)	

GUILTY PLEA AGREEMENT

Come now the parties and hereby agree, as follows:

1. PARTIES:

The parties are the defendant Jeffrey Boyd, represented by defense counsel Lenny Kagan, and the United States of America (hereinafter "United States" or "Government"), represented by Assistant United States Attorney Hal Goldsmith and the Office of the United States Attorney for the Eastern District of Missouri. This agreement does not, and is not intended to, bind any governmental office or agency other than the United States Attorney for the Eastern District of Missouri. The Court is neither a party to nor bound by this agreement.

2. GUILTY PLEA:

Pursuant to Rule 11(c)(1)(A), Federal Rules of Criminal Procedure, in exchange for the defendant's voluntary plea of guilty to counts One and Two of the Indictment in Case No. 4:22-CR-296 SRC, and Counts Six and Seven of the Indictment in Case No. 4:22-CR-297 SRC, the United States agrees that no further federal prosecution will be brought in this District relative to

the defendant's criminal conduct as set forth in both of those Indictments, of which the Government is aware at this time.

In addition, the parties agree that the U.S. Sentencing Guidelines Total Offense Level analysis agreed to by the parties herein is the result of negotiation and led, in part, to the guilty plea. The parties further agree that either party may request a sentence above or below the U.S. Sentencing Guidelines range (combination of Total Offense Level and Criminal History Category) ultimately determined by the Court pursuant to any chapter of the Guidelines and Title 18, United States Code, Section 3553(a). The parties further agree that notice of any such request will be given no later than ten days prior to sentencing and that said notice shall specify the legal and factual bases for the request.

3. ELEMENTS:

As to Counts One and Two of the Indictment in Case No. 4:22-CR-296 SRC, the defendant admits to knowingly violating Title 18, United States Code, Section 1343, and admits there is a factual basis for the plea and further fully understands that the elements of the crime are:

1. Defendant knowingly devised or knowingly participated in a scheme to defraud and to obtain money by means of material false or fraudulent pretenses or representations as detailed in the Indictment;
2. The pretenses or representations were material, that is, they would reasonably influence a person to part with money;
3. Defendant did so with the intent to defraud; and,
4. In advancing, or furthering, or carrying out his scheme to defraud and to obtain money by means of false or fraudulent pretenses or representations, Defendant transmitted a writing by means of a wire in interstate commerce or caused the transmission of a writing by means of a wire in interstate commerce.

As to Count Six of the Indictment in Case No. 4:22-CR-297 SRC, the defendant admits to knowingly violating Title 18, United States Code, Section 666(a)(1)(B), and admits there is a factual basis for the plea and further fully understands that the elements of the crime are:

1. Defendant was an agent of the City of St. Louis, Missouri;
2. During each one-year period set forth in the Indictment, defendant accepted and agreed to accept something of value from “John Doe” in connection with pending and proposed business and transactions with the City of St. Louis, including, but not limited to, business and transactions related to “John Doe’s” Project B;
3. The business and transactions related to “John Doe’s” Project B involved something of a value of \$5,000 or more; and,
4. The City of St. Louis, Missouri received federal program benefits in excess of \$10,000 during each of the one-year periods set forth in the Indictment.

As to Count Seven of the Indictment in Case No. 4:22-CR-297 SRC, the defendant admits to knowingly violating Title 18, United States Code, Section 1952(a)(3), and admits there is a factual basis for the plea and further fully understands that the elements of the crime are:

1. Defendant used a cellular telephone in interstate commerce;
2. Defendant did so with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on, of any unlawful activity, that is Acceding to Corruption and Official Misconduct in violation of Missouri Revised Statutes, and the prohibition against receiving private gain and gifts in violation of the St. Louis City Code of Ordinances; and,
3. Defendant knowingly committed an act or acts in performing or attempting to perform the unlawful activity.

4. FACTS:

The parties agree that the facts in this case are as follows and that the government would prove these facts beyond a reasonable doubt if the case were to go to trial. These facts may be considered as relevant conduct pursuant to Section 1B1.3:

4:22-CR-296 SRC:

1. **JEFFREY BOYD** owned and operated a used car sales business, known as The Best Place Auto Sales, located on Martin Luther King Drive in St. Louis, Missouri.

2. An individual (hereinafter referred to as “John Doe”) owned and operated Moe Xpress Auto Sales & Services, LLC, (hereinafter referred to as “Moe Xpress”) a used car sales business, located on West Florissant Avenue in Jennings, Missouri.

3. On or about January 17, 2021, an automobile accident occurred at Moe Xpress, where an automobile drove onto the Moe Xpress car lot and collided with and damaged a number of vehicles owned and held for sale by Moe Xpress. Those damaged vehicles included a 2014 BMW sedan, a 2016 Nissan sedan, and a 2017 Nissan sedan. Also on the Moe Xpress lot at the time of the January 17, 2021 accident was a Chevrolet Impala vehicle owned by **BOYD’s** Best Place Auto Sales, which was at Moe Xpress for repairs.

4. Immediately following the accident, John Doe contacted his insurance agent and learned that the Moe Xpress insurance policy would not cover the damage and loss to the BMW and the two Nissan vehicles because Moe Xpress was not negligent in causing the accident. John Doe advised **BOYD** that the Moe Xpress insurance policy would not cover the damage and loss to the BMW and the two Nissan vehicles.

5. Beginning on or about January 17, 2021, and continuing through on or about February 28, 2021, defendant, **JEFFREY L. BOYD**, acting with one and more other individuals, devised, intended to devise, and knowingly participated in a scheme to defraud and obtain money from Burlington Insurance Company, by means of materially false and fraudulent pretenses, representations, and promises.

6. On January 18, 2021, **BOYD** met with John Doe at Moe Xpress and looked at the damage to the BMW and two Nissan automobiles owned by Moe Xpress, as well as the damage to the Chevrolet Impala owned by Best Place Auto Sales. **BOYD** and John Doe discussed the fact that the Moe Xpress insurance policy would not provide insurance coverage for the damage to the three Moe Xpress automobiles. **BOYD** and John Doe discussed their belief that the Moe Xpress insurance policy would cover the damage to the Chevrolet Impala because that vehicle was owned by **BOYD's** company, Best Place Auto Sales. In order to get John Doe's insurance company to provide coverage for the three Moe Xpress vehicles, **BOYD** suggested to John Doe that they falsely represent that the BMW and two Nissan vehicles had previously been sold to **BOYD's** Best Place Auto Sales.

7. On January 19, 2021, **BOYD** met with John Doe, and further discussed the scheme to falsely represent to Moe Xpress's insurance company that the BMW and two Nissan vehicles had been sold to Best Place Auto Sales prior to the January 17, 2021 accident.

8. On January 21, 2021, **BOYD** met with John Doe at Moe Xpress. **BOYD** filled out, completed and signed Missouri Department of Revenue Bill of Sale forms for the BMW and two Nissan vehicles, with each form falsely representing that the vehicle had been sold by Moe Xpress to Best Place Auto Sales on January 2, 2021, prior to the January 17, 2021 accident. **BOYD** also

falsely represented on each of the Bill of Sale forms a purported sales price for each of the three vehicles which **BOYD** determined based upon information obtained via CarFax as to average sales prices for similar vehicles. In falsifying the purported sales prices, **BOYD** also considered what price he could reasonably resell each car for, had he actually purchased the vehicles as falsely represented on the Bill of Sale forms. Further, **BOYD** signed and executed Certificates of Title for each of the three vehicles, again falsely representing that each of the vehicles had been sold by Moe Xpress to Best Place Auto Sales on January 2, 2021.

9. On January 25, 2021, **BOYD** and John Doe engaged in a 3-way telephone call in which John Doe telephoned the insurance agent for Moe Xpress and discussed the claim on the four vehicles: the Chevrolet Impala and the three other vehicles which were falsely represented as having been sold to Best Place Auto Sales prior to the January 17, 2021 accident. **BOYD** remained silent during the portion of the telephone call with the insurance agent. During the telephone call, Moe Xpress's insurance agent advised that none of the four vehicles would be covered under Moe Xpress's insurance policy, as Moe Xpress's policy only covered damage to vehicles on Moe Xpress's car lot where Moe Xpress had been negligent. Following that telephone call, and as a further part of the scheme, **BOYD** and John Doe discussed submitting the claim on all four damaged vehicles to the insurance company which insured The Best Place Auto Sales' vehicles. **BOYD** advised John Doe that The Best Place Auto Sales business was insured by the Burlington Insurance Company up to \$20,000 total for this type of damage claim, and **BOYD** and John Doe discussed that they would split any insurance proceeds **BOYD** received from Burlington Insurance Company on his false claim for damages relative to the four vehicles.

10. On January 28, 2021, **JEFFREY BOYD** submitted a false claim to the Burlington Insurance Company, falsely claiming that all four vehicles damaged on January 17, 2021 had been owned by The Best Place Auto Sales at the time of the accident. In reliance upon **BOYD's** false claim, the Burlington Insurance Company opened its Claim Number 226325.

11. Between January 29, 2021 and February 3, 2021, **BOYD** conducted telephone discussions with the Burlington Insurance Company Claim Examiner, who was located in Chapel Hill, North Carolina, to process **BOYD's** false claim relative to the BMW and two Nissan vehicles.

12. As a further part of the scheme, on January 31, 2021, **BOYD** met with John Doe and discussed the false insurance claim. In order to conceal the fraud scheme, **BOYD** wanted to make sure that both he and John Doe had the same "story" together concerning the BMW and two Nissan automobiles. **BOYD** suggested that if asked by an insurance company representative why the 4 cars were still on John Doe's lot well after the alleged sale to **BOYD's** company, that they say that he bought them because John Doe gave him "a good deal," and that **BOYD** had simply just not picked the cars up yet. **BOYD** also suggested that he would falsely back-date a check to show the insurance company if they asked for proof that his company had actually purchased the cars prior to the date of the accident. **BOYD** was concerned that if questioned, he and John Doe gave the same "story" to the insurance company relative to his false insurance claim, "Just trying to make sure, if they ask you something, they ask me something, we've got the same story."

13. On February 2, 2021, **BOYD** and John Doe discussed falsely stating that each of the four damaged vehicles was accruing a \$50 charge per day in storage fees, in order to receive additional money from the false insurance claim. Relative to this false storage fee claim, **BOYD**

and John Doe agreed to split any insurance proceeds received. In fact, John Doe was storing the four vehicles at one of his business lots, and there was no associated daily storage fee.

14. On February 3, 2021, **BOYD** sent an email to the Burlington Insurance Company Claim Examiner, falsely claiming that he was paying a daily storage fee totaling \$200 for the four damaged vehicles, “I’m being charged \$50 per day per automobile for the vehicles that were damaged. They had to be removed from the lot where they were hit.” On that same date, **BOYD** had a telephone conversation with the Burlington Insurance Company Claim Examiner where **BOYD** falsely stated that the 4 damaged vehicles were owned by him and that they were on the Moe Xpress lot to have repairs made at the time of the accident.

15. On February 4, 2021, **BOYD** sent via email over the internet copies of the false Bill of Sale forms, and the false Certificate of Titles for the BMW and the two Nissan vehicles to the Burlington Insurance Company Claim Examiner in Chapel Hill, North Carolina in support of **BOYD’s** false insurance claim. **BOYD** also included a false document titled “The Best Place Auto Sales LLC Accident Inventory” he had prepared which falsely listed the BMW and two Nissan vehicles as having been purchased by his company on January 2, 2021 with false purchase prices totaling \$22,000.

16. On February 5, 2021, the Burlington Insurance Company Claim Examiner emailed **BOYD** and advised him that the Burlington Insurance Company was denying **BOYD’s** claims on the BMW and two Nissan vehicles because they were “salvage titles,” and not covered under The Best Place Auto Sales’ insurance policy. The Claim Examiner also advised that, as the purchase price of the Chevrolet Impala was \$1,000 and **BOYD’s** insurance policy had a \$1,000 deductible, Burlington Insurance would be unable to make any payments. **BOYD** continued in his attempts

to get Burlington Insurance Company to pay on the false insurance claim, but was ultimately unsuccessful. **BOYD** also attempted to have his insurance agent intervene and get the false claim paid, as he advised John Doe on February 10, 2021, but that attempt was also unsuccessful.

17. On or about February 3, 2021, within the Eastern District of Missouri and elsewhere, for the purpose of executing and attempting to execute his scheme to defraud and to obtain money and property by means of false and fraudulent pretenses and representations, **JEFFREY BOYD** knowingly caused to be transmitted by means of wire communication in and affecting interstate commerce, certain writings, signs, and signals, including an email via the internet from St. Louis, Missouri to Chapel Hill, North Carolina which falsely represented that **BOYD** was paying daily storage fees on the damaged automobiles when, in fact, he was not.

18. On or about February 4, 2021, within the Eastern District of Missouri and elsewhere, for the purpose of executing and attempting to execute his scheme to defraud and to obtain money and property by means of false and fraudulent pretenses and representations, **JEFFREY BOYD** knowingly caused to be transmitted by means of wire communication in and affecting interstate commerce, certain writings, signs, and signals, including false automobile Bill of Sale forms, false automobile Certificate of Titles, and a false Accident Inventory sent by email via the internet from St. Louis, Missouri to Chapel Hill, North Carolina.

4:22-CR-297 SRC:

19. The City of St. Louis, Missouri was a governmental entity that received federal assistance in excess of \$10,000 during each of calendar years 2020, 2021, and 2022.

20. The St. Louis Board of Aldermen (hereinafter referred to as the “Board of Aldermen”) was the legislative branch of St. Louis city government, and legislative authority in

the city was vested in its twenty- eight members. It was a primary function of the Board of Aldermen to enact Ordinances through the passage of Board Bills relating to city services, the licensing and regulating of businesses, and other municipal activities including real estate property Tax Abatements. It was one of the functions of Aldermen to issue Letters of Support that communicated support for real estate development projects proposed for land located in their respective Wards, as well as real estate property Tax Abatements for those projects, which letters were instrumental in securing governmental action or inaction relating to the proposed projects.

21. Section 576.020 of the Missouri Revised Statutes made it a felony crime for any public servant, including a St. Louis City Alderman, to knowingly accept or agree to accept any benefit, direct or indirect, in return for his official vote, opinion, recommendation, judgment, decision, action or exercise of discretion as a public servant. Section 576.040 of the Missouri Revised Statutes made it a misdemeanor crime for any public servant, including a St. Louis City Alderman, in such person's public capacity or under color of such person's office or employment, to knowingly receive any fee or reward for the execution of any official act or the performance of a duty imposed by law or by the terms of his employment, that is not due. Section 4.02.010 of the St. Louis City Code of Ordinances, which applied to St. Louis City Aldermen, stated in part, that: "No officer or employee shall, for private gain, grant any special consideration, treatment or advantage to any person. Nor shall any officer solicit or accept any payment or gift of money or any other thing of value for any service performed in his official capacity nor for the doing of any act which he is required by law to do."

22. The St. Louis Development Corporation (hereinafter referred to as "SLDC") was the economic development agency of the City of St. Louis. The Land Clearance Redevelopment

Authority (hereinafter referred to as “LCRA”), a department of the SLDC, oversaw many aspects of public and private real estate development in the City of St. Louis. One of the primary functions of LCRA was to review development proposals that included requests for public assistance in the form of Tax Abatement. The Land Reutilization Authority (hereinafter referred to as “LRA”), also a department of the SLDC, owned and maintained vacant land and buildings in the City of St. Louis for sale. One of the primary functions of LRA was to review purchase offers for city owned land and to enter into agreements for the sale of city owned land.

23. Real estate Tax Abatement is a development tool designed to assist businesses with renovation and new construction projects. Tax Abatement freezes the tax assessment in improvements to property at the pre-development level. In the City of St. Louis, it was necessary that a business owner seeking Tax Abatement for a planned development obtain the support of the Alderman of the Ward in which the development was proposed. A Letter of Support from the Alderman was required for both the SLDC and the Board of Aldermen to approve development plans and Tax Abatements within a particular Alderman’s Ward.

24. Defendant **JEFFREY BOYD**, Alderman for the 22nd Ward, was publicly elected, was an employee and agent of the City of St. Louis, and was paid a salary by the City of St. Louis. His duties included representing and assisting the residents of the 22nd Ward and the City of St. Louis. **BOYD** also served as the Chairperson of the Aldermanic Housing, Urban Development and Zoning Committee (hereinafter referred to as “HUDZ”). He was first elected Alderman during 2003, and re-elected during 2007, 2011, 2015 and 2019.

25. John Doe sought to purchase and redevelop a commercial property owned by the City in defendant **JEFFREY BOYD’s** 22nd Ward, and sought **BOYD’s** assistance in obtaining

LRA approval to purchase and redevelop the property, as well as **BOYD's** assistance in obtaining Board of Alderman approval for a property Tax Abatement for the planned redevelopment.

26. On July 20, 2020, St. Louis Alderman and co-defendant John Collins-Muhammad introduced John Doe to defendant **JEFFREY BOYD** in order for John Doe to gain **JEFFREY BOYD's** assistance and support for John Doe's proposed purchase and development of a St. Louis City LRA owned commercial property on Geraldine Avenue in **JEFFREY BOYD's** Ward (hereinafter referred to as "Project B"). At that time, the property was publicly listed by the city's LRA with a value of \$50,000. On July 24, 2020, Collins-Muhammad told John Doe that he could set up a meeting with **JEFFREY BOYD** to discuss the city property. The two discussed the fact that John Doe should be prepared to provide a cash bribe to **JEFFREY BOYD** for his assistance when they meet.

27. On July 25, 2020, John Collins-Muhammad, John Doe and **JEFFREY BOYD** met at **BOYD's** banquet facility in the 22nd Ward. The three discussed Project B, and **BOYD** agreed to lend his Aldermanic support for John Doe's bid for the property, despite the fact that the bid would be significantly lower than the appraised value of the property. At the end of the meeting, John Doe, in the presence of Collins-Muhammad, gave **JEFFREY BOYD** \$2,500 cash in exchange for his agreement, assistance, and use of his official position to support John Doe's effort to purchase the city owned property for John Doe's Project B.

28. On July 30, 2020, as requested by **JEFFREY BOYD**, John Doe sent an email to **JEFFREY BOYD** providing the information concerning Project B, the LRA property which John Doe wished to purchase in his Ward. John Doe advised **JEFFREY BOYD** that he had offered \$9,000 for the LRA property.

29. On August 8, 2020, despite having just met John Doe, and having accepted \$2,500 cash from him, **JEFFREY BOYD** used his official authority and influence and sent by email his Aldermanic Letter of Support to the LRA for Project B: “I support [John Doe’s] \$9,000 offer for the purchase at XXXX Geraldine.” “[John Doe] is a trusted businessman with deep ties to the community who believes in job creation for the communities he does business in. He has my full support to purchase the above-mentioned property.” “I ask that the LRA Commission give [John Doe] their most favorable consideration.”

30. On October 30, 2020, LRA counter-offered in the amount of \$33,500 for the sale of the property John Doe wanted to purchase for Project B. John Doe was required to respond to the counter-offer by November 13, 2020.

31. On or about November 10, 2020, **JEFFREY BOYD** spoke with the LRA Director of Real Estate in support of John Doe’s bid to purchase the Project B property. The Director advised **JEFFREY BOYD** that she would attempt to have LRA accept a lower bid.

32. On November 12, 2020, **JEFFREY BOYD**, after having spoken again with the LRA Director of Real Estate, advised John Doe in a text message to make a specific counter-offer to LRA for purchase of the Project B property of \$16,000. **BOYD** told John Doe that the Director said she is going to try and make that offer work for the purchase of the Project B property.

33. On November 13, 2020, **JEFFREY BOYD** drafted a letter addressed to LRA for John Doe’s counter-offer to purchase the LRA property. “Dear [L.C.], Please accept this letter as my counter offer of \$16,000 for the acquisition of XXXX Geraldine.” At **JEFFREY BOYD**’s direction, John Doe submitted that letter to LRA. **JEFFREY BOYD** also used his official

authority and influence and sent, by email, his Aldermanic Letter of Support for John Doe's \$16,000 counter-offer to purchase the LRA property.

"Dear [L.C.]: Please accept this letter as my support for [John Doe] acquisition of XXXX Geraldine for the amount of \$16,000. I ask that staff and the LRA Commissioners give this request the most favorable consideration. Your cooperation in this matter would be greatly appreciated. If you have any questions, please feel free to contact me. Thank you for your consideration."

34. On November 16, 2020, John Doe met with **JEFFREY BOYD** at his banquet hall. The two discussed Project B, and John Doe gave **JEFFREY BOYD** \$1,000 cash for his continued agreement, assistance and use of his official position to support John Doe's efforts to buy the Project B property.

35. On December 15, 2020, **JEFFREY BOYD** met with John Doe at John Doe's business. During the meeting, the two discussed Project B. **BOYD** told John Doe that he had once again spoken with the LRA Director and convinced her to accept John Doe's counter-offer. **BOYD** told John Doe that he had put pressure on her, and made her nervous. He told John Doe that LRA would accept \$14,000 for the Project B property. **BOYD** also suggested to John Doe that, once the purchase of the Project B property was completed, **BOYD** would help John Doe obtain a Tax Abatement on the property.

36. On December 16, 2020, at defendant **JEFFREY BOYD's** urging and request, the LRA Director of Real Estate and the LRA Staff recommended selling the Project B property to John Doe for \$14,000, and the LRA Commission did, in fact, accept that recommendation and approve selling the property to John Doe for \$14,000 during its meeting.

37. During December, 2020, **JEFFREY BOYD** requested John Doe make repairs to **JEFFREY BOYD's** 2006 Chevrolet Impala automobile. Parts and labor totaled approximately

\$1,611 and John Doe provided these repairs for **JEFFREY BOYD** free of charge in order to obtain **JEFFREY BOYD's** continued agreement, assistance and use of his official position to support John Doe's Project B. **JEFFREY BOYD** also requested that John Doe make repairs to his Kia van. John Doe made the requested repairs, with parts and labor totaling approximately \$733 and John Doe provided these repairs for **JEFFREY BOYD** free of charge in order to obtain **JEFFREY BOYD's** continued agreement, assistance and use of his official position to support John Doe's Project B.

38. On April 21, 2021, John Doe received a formal letter from SLDC conveying the property deed and closing documents for the Project B property in exchange for the \$14,000 agreed upon sale price. On April 26, 2021, **JEFFREY BOYD** met with John Doe at John Doe's business. During the meeting, the two discussed Project B, and John Doe thanked **BOYD** for saving him "a lot" of money on the purchase price. During the meeting, **BOYD** accepted \$2,000 cash from John Doe for **BOYD's** continued agreement, assistance and use of his official position to support Project B.

39. On May 19, 2021, **JEFFREY BOYD** and John Doe discussed obtaining a Tax Abatement for Project B. **BOYD** told John Doe that he had already submitted his Aldermanic Letter of Support for the Tax Abatement. Thereafter, **BOYD** assisted John Doe in preparing and submitting the Tax Abatement application for Project B, with **BOYD** providing much of the information. **BOYD** included an inflated figure for anticipated acquisition and construction cost, telling John Doe, "Total anticipated construction cost and acquisition...and this is really where we need to kind of pump some numbers up, even if you don't spend that much."

40. On September 11, 2021, **JEFFREY BOYD** and John Doe had a telephone call to discuss the Tax Abatement application that **JEFFREY BOYD** was working on preparing for John Doe's Project B. During the telephone conversation, **BOYD** told John Doe that he would falsely inflate anticipated construction costs on the application from John Doe's actual estimate of \$125,000 to \$325,000 in order to support the need for a Tax Abatement.

41. On October 10, 2021, defendant **JEFFREY BOYD** met with John Doe at **BOYD's** banquet hall. The two discussed the promised Tax Abatement for Project B. **BOYD** assured John Doe that once SLDC approved the development plan, **BOYD** would submit his Board Bill for the Tax Abatement and it would get approved by the Board of Aldermen.

42. On December 1, 2021, John Doe met with **JEFFREY BOYD** to discuss the promised Tax Abatement. **BOYD** told John Doe that he was submitting the Board Bill on John Doe's Project B Tax Abatement, "So, wanted to give you an update that I am moving the Board Bill like I promised, and this thing should be done in January."

43. On December 3, 2021, **JEFFREY BOYD** took legislative action and introduced Board Bill Number 143 to the Board of Aldermen which provided a 10 year Tax Abatement at 95% for John Doe's Project B. On December 14, 2021, **JEFFREY BOYD** met with John Doe. The two discussed **JEFFREY BOYD's** continuing support of a Tax Abatement for John Doe's Project B. John Doe gave **JEFFREY BOYD** \$1,500 cash for submitting Board Bill Number 143 and for his continued agreement, assistance and use of his official position to provide a Tax Abatement for Project B.

44. On January 14, 2022, Board Bill Number 143 had its second reading before the Board of Aldermen. On January 21, 2022, Board Bill Number 143 was perfected by the Board of Aldermen, and the Bill had its third and final reading on January 28, 2022. President of the Board of Aldermen, and co-defendant, Lewis Reed signed Board Bill Number 143 on January 28, 2022 and submitted the Bill to the Mayor for final approval and signature. On February 18, 2022 Board Bill 143 received St. Louis City Ordinance Number 71451, becoming effective on March 18, 2022.

45. On February 18, 2022, **JEFFREY BOYD** met with John Doe. During the meeting, the two discussed passage of the Board Bill Number 143 Tax Abatement for John Doe's Project B. John Doe gave **JEFFREY BOYD** \$2,500 cash for passing Board Bill Number 143 through the Board of Aldermen, and for his continued agreement, assistance and use of his official position to provide a Tax Abatement for Project B.

46. None of the cash payments and other things of value received by **JEFFREY BOYD** from John Doe and referenced above and in the Indictment were reported by **BOYD** to the Missouri Ethics Commission. Similarly, none of the cash payments received by **BOYD** from John Doe were deposited into a bank account.

47. In his communications with John Doe and St. Louis City employees, as referenced above and in the Indictment, **JEFFREY BOYD** used his cellular telephone to conduct conversations, and to send text messages and email.

48. The business and transactions related to Project B, as referenced above and in the Indictment, involved something of a value of \$5,000 or more.

49. The parties agree that calculating the potential benefit to be received by John Doe relative to Project B, is not possible and, therefore, for purposes of applying U.S.S.G. Section

2C1.1(b)(2), the parties agree that loss should be calculated based upon the value of anything received by defendant **JEFFREY BOYD**.

50. Further, Defendant, **JEFFREY BOYD**, admits, acknowledges as true, and accepts responsibility for all of the acts and conduct set forth in paragraphs 72 through 106 of the Indictment in Case No. 4:22-CR-297 SRC.

5. STATUTORY PENALTIES:

The defendant fully understands that the maximum possible penalties provided by law for the crimes to which the defendant is pleading guilty are:

As to Counts One and Two of the Indictment in Case No. 4:22-CR-296 RWS, imprisonment of not more than 20 years, a fine of not more than \$250,000, or both such imprisonment and fine. As to Count Six of the Indictment in Case No. 4:22-CR-297 SRC, imprisonment of not more than 10 years, a fine of not more than \$250,000, or both such imprisonment and fine. As to Count Seven of the Indictment in Case No. 4:22-CR-297 SRC, imprisonment of not more than 5 years, a fine of not more than \$250,000, or both such imprisonment and fine. As to each of the above-referenced Counts, there is also a mandatory \$100 Special Assessment and the Court may also impose a period of supervised release of not more than three years.

6. U.S. SENTENCING GUIDELINES (2021 MANUAL):

The defendant understands that this offense is affected by the U.S. Sentencing Guidelines and the actual sentencing range is determined by both the Total Offense Level and the Criminal History Category. The parties agree that the following are the applicable U.S. Sentencing Guidelines Total Offense Level provisions.

Counts One and Two of the Indictment in Case No. 4:22-CR-296 SRC:

a. Chapter 2 Offense Conduct:

(1) **Base Offense Level:** The parties agree that the base offense level is 7, as found in Section 2B1.1.

(2) **Specific Offense Characteristics:** The parties agree that the following Specific Offense Characteristics apply:

Because the intended loss was more than \$15,000, but less than \$40,000, four levels are added pursuant to Section 2B1.1(b)(1)(C).

b. Chapter 3 Adjustments:

(1) **Acceptance of Responsibility:** The parties agree that two levels should be deducted pursuant to Section 3E1.1(a), because the defendant has clearly demonstrated acceptance of responsibility for his offense. The parties agree that the defendant's eligibility for this deduction is based upon information presently known. If subsequent to the taking of the guilty plea the government receives new evidence of statements or conduct by the defendant which it believes are inconsistent with defendant's eligibility for this deduction, the government may present said evidence to the court, and argue that the defendant should not receive all or part of the deduction pursuant to Section 3E1.1, without violating the plea agreement.

(2) **Other Adjustments:** The parties agree that the following additional adjustments apply: None.

c. Other Adjustment(s)/Disputed Adjustments: None.

d. Estimated Total Offense Level: The parties estimate that the Total Offense Level as to each of Counts One and Two of the Indictment in Case No. 4:22-CR-296 RWS is 9.

Counts Six and Seven of the Indictment in Case No. 4:22-CR-297 SRC:

a. Chapter 2 Offense Conduct:

(1) **Base Offense Level:** The parties agree that the base offense level is 14, as found in Section 2C1.1(a)(1), as defendant was a public official.

(2) **Specific Offense Characteristics:** The parties agree that the following Specific Offense Characteristics apply:

It is the Government's position that Two levels are added because the offense involved more than one bribe, pursuant to Section 2C1.1(b)(1). Defendant reserves the right to argue at the time of sentencing that this enhancement does not apply.

The parties agree that Two levels are added because the value received by defendant was more than \$6,500 but less than \$15,000, pursuant to Sections 2C1.1(b)(2) and 2B1.1(b)(1)(B).

The parties agree that Four levels are added because the offense involved an elected public official, pursuant to Section 2C1.1(b)(3).

b. Chapter 3 Adjustments:

(1) **Acceptance of Responsibility:** The parties agree that three levels should be deducted pursuant to Section 3E1.1(a) and (b), because the defendant has clearly demonstrated acceptance of responsibility and timely notified the government of the defendant's intention to plead guilty. The parties agree that the defendant's eligibility for this deduction is based upon information presently known. If subsequent to the taking of the guilty plea the government receives new evidence of statements or conduct by the defendant which it believes are inconsistent with defendant's eligibility for this deduction, the government may present said

evidence to the court, and argue that the defendant should not receive all or part of the deduction pursuant to Section 3E1.1, without violating the plea agreement.

Other Adjustments: The parties agree that the following additional adjustments apply:
None.

Estimated Total Offense Level Before Grouping: The Government estimates that the Total Offense Level as to each of Counts Six and Seven is 19. Defendant reserves the right to argue that the Total Offense Level as to each of Counts Six and Seven is 17.

Grouping:

It is the Government's position that, pursuant to Section 3D1.4, no additional levels are added. It is the defendant's position that 1 level is added.

Final Estimated Total Offense Level: The government estimates that the final Total Offense Level is 19. The defendant reserves the right to argue that the final Total Offense Level is 18.

e. Criminal History: The determination of the defendant's Criminal History Category shall be left to the Court. Either party may challenge, before and at sentencing, the finding of the Presentence Report as to the defendant's criminal history and the applicable category. The defendant's criminal history is known to the defendant and is substantially available in the Pretrial Services Report.

f. Effect of Parties' U.S. Sentencing Guidelines Analysis: The parties agree that the Court is not bound by the Guidelines analysis agreed to herein. The parties may not have foreseen all applicable Guidelines. The Court may, in its discretion, apply or not apply any

Guideline despite the agreement herein and the parties shall not be permitted to withdraw from the plea agreement.

7. WAIVER OF APPEAL AND POST-CONVICTION RIGHTS:

a. Appeal: The defendant has been fully apprised by defense counsel of the defendant's rights concerning appeal and fully understands the right to appeal the sentence under Title 18, United States Code, Section 3742.

(1) Non-Sentencing Issues: The parties waive all rights to appeal all non-jurisdictional, non-sentencing issues, including, but not limited to, any issues relating to pretrial motions, discovery, the guilty plea, the constitutionality of the statute(s) to which defendant is pleading guilty and whether defendant's conduct falls within the scope of the statute(s).

(2) Sentencing Issues: In the event the Court accepts the plea, accepts the U.S. Sentencing Guidelines Total Offense Level agreed to herein, and, after determining a Sentencing Guidelines range, sentences the defendant within or below that range, then, as part of this agreement, the defendant hereby waives all rights to appeal all sentencing issues other than Criminal History, but only if it affects the Base Offense Level or Criminal History Category. Similarly, the Government hereby waives all rights to appeal all sentencing issues other than Criminal History, provided the Court accepts the plea, the agreed Total Offense Level and sentences the defendant within or above that range.

b. Habeas Corpus: The defendant agrees to waive all rights to contest the conviction or sentence in any post-conviction proceeding, including one pursuant to Title 28, United States Code, Section 2255, except for claims of prosecutorial misconduct or ineffective assistance of counsel.

c. **Right to Records:** The defendant waives all rights, whether asserted directly or by a representative, to request from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 522, or the Privacy Act, Title 5, United States Code, Section 552(a).

8. OTHER:

a. **Disclosures Required by the United States Probation Office:** The defendant agrees to truthfully complete and sign forms as required by the United States Probation Office prior to sentencing and consents to the release of these forms and any supporting documentation by the United States Probation Office to the government.

b. **Civil or Administrative Actions not Barred; Effect on Other Governmental Agencies:** Nothing contained herein limits the rights and authority of the United States to take any civil, tax, immigration/deportation or administrative action against the defendant.

c. **Supervised Release:** Pursuant to any supervised release term, the Court will impose standard conditions upon the defendant and may impose special conditions related to the crime defendant committed. These conditions will be restrictions on the defendant to which the defendant will be required to adhere. Violation of the conditions of supervised release resulting in revocation may require the defendant to serve a term of imprisonment equal to the length of the term of supervised release, but not greater than the term set forth in Title 18, United States Code, Section 3583(e)(3), without credit for the time served after release. The defendant understands that parole has been abolished

d. Mandatory Special Assessment: Pursuant to Title 18, United States Code, Section 3013, the Court is required to impose a mandatory special assessment of \$100 per felony count for a total of \$400, which the defendant agrees to pay at the time of sentencing. Money paid by the defendant toward any restitution or fine imposed by the Court shall be first used to pay any unpaid mandatory special assessment.

e. Possibility of Detention: The defendant may be subject to immediate detention pursuant to the provisions of Title 18, United States Code, Section 3143.

f. Fines, Restitution and Costs of Incarceration and Supervision: The Court may impose a fine, restitution (in addition to any penalty authorized by law), costs of incarceration and costs of supervision. The defendant agrees that any fine or restitution imposed by the Court will be due and payable immediately. Pursuant to Title 18, United States Code, Section 3663A, an order of restitution is mandatory for all crimes listed in Section 3663A(c). Regardless of the Count of conviction, the amount of mandatory restitution imposed shall include all amounts allowed by Section 3663A(b) and the amount of loss agreed to by the parties, including all relevant conduct loss. The defendant agrees to provide full restitution to all victims of all charges in the indictment.

g. Forfeiture: The defendant knowingly and voluntarily waives any right, title, and interest in all items seized by law enforcement officials during the course of their investigation, whether or not they are subject to forfeiture, and agrees not to contest the vesting of title of such items in the United States. The defendant agrees to abandon his interest in all seized items and further agrees that said items may be disposed of or destroyed by law enforcement officials in any manner without further notice. By abandoning these items, the

defendant waives any future rights to receive additional notice, a valuation of the items, or the opportunity to submit a claim to contest the disposition or destruction of the items that may exist under any policies or procedures of the seizing agency.

9. ACKNOWLEDGMENT AND WAIVER OF THE DEFENDANT'S RIGHTS:

In pleading guilty, the defendant acknowledges, fully understands and hereby waives his rights, including but not limited to: the right to plead not guilty to the charges; the right to be tried by a jury in a public and speedy trial; the right to file pretrial motions, including motions to suppress or exclude evidence; the right at such trial to a presumption of innocence; the right to require the government to prove the elements of the offenses against the defendant beyond a reasonable doubt; the right not to testify; the right not to present any evidence; the right to be protected from compelled self-incrimination; the right at trial to confront and cross-examine adverse witnesses; the right to testify and present evidence and the right to compel the attendance of witnesses. The defendant further understands that by this guilty plea, the defendant expressly waives all the rights set forth in this paragraph.

The defendant fully understands that the defendant has the right to be represented by counsel, and if necessary, to have the Court appoint counsel at trial and at every other stage of the proceeding. The defendant's counsel has explained these rights and the consequences of the waiver of these rights. The defendant fully understands that, as a result of the guilty plea, no trial will, in fact, occur and that the only action remaining to be taken in this case is the imposition of the sentence.

The defendant is fully satisfied with the representation received from defense counsel. The defendant has reviewed the government's evidence and discussed the government's case and

all possible defenses and defense witnesses with defense counsel. Defense counsel has completely and satisfactorily explored all areas which the defendant has requested relative to the government's case and any defenses.

The guilty plea could impact defendant's immigration status or result in deportation. In particular, if any crime to which defendant is pleading guilty is an "aggravated felony" as defined by Title 8, United States Code, Section 1101(a)(43), removal or deportation is presumed mandatory. Defense counsel has advised the defendant of the possible immigration consequences, including deportation, resulting from the plea.

10. VOLUNTARY NATURE OF THE GUILTY PLEA AND PLEA AGREEMENT:

This document constitutes the entire agreement between the defendant and the government, and no other promises or inducements have been made, directly or indirectly, by any agent of the government, including any Department of Justice attorney, concerning any plea to be entered in this case. In addition, the defendant states that no person has, directly or indirectly, threatened or coerced the defendant to do or refrain from doing anything in connection with any aspect of this case, including entering a plea of guilty.

The defendant acknowledges having voluntarily entered into both the plea agreement and the guilty plea. The defendant further acknowledges that this guilty plea is made of the defendant's own free will and that the defendant is, in fact, guilty.

11. CONSEQUENCES OF POST-PLEA MISCONDUCT:

After pleading guilty and before sentencing, if defendant commits any crime, other than minor traffic offenses, violates any condition of release that results in revocation, violates any term of this guilty plea agreement, intentionally provides misleading, incomplete or untruthful

information to the U.S. Probation Office or fails to appear for sentencing, the United States, at its option, may be released from its obligations under this agreement. The Government may also, in its discretion, proceed with this agreement and may advocate for any sentencing position supported by the facts, including but not limited to obstruction of justice and denial of acceptance of responsibility.

12. NO RIGHT TO WITHDRAW GUILTY PLEA:

Pursuant to Rule 11(c) and (d), Federal Rules of Criminal Procedure, the defendant understands that there will be no right to withdraw the plea entered under this agreement, except where the Court rejects those portions of the plea agreement which deal with charges the government agrees to dismiss or not to bring.

August 24, 2022
Date

8-18-22
Date

8-18-22
Date

[Signature]
HAL GOLDSMITH
Assistant United States Attorney

[Signature]
JEFFREY BOYD
Defendant

[Signature] 52284 Mo
LENNY KAGAN
Attorney for Defendant