AF Approval BB

Chief Approval KMH

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 5:16-cr-5-Oc-10PRL

LARRY GARFIELD LETTERMAN

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Lee Bentley, III, United States Attorney for the Middle District of Florida, and the defendant, Larry Garfield Letterman, and the attorney for the defendant, Mark Rosenblum, Esquire, mutually agree as follows:

A. Particularized Terms

1. Count Pleading To

The defendant shall enter a plea of guilty to Count Four of the Indictment. Count Four charges the defendant with possession of a firearm and ammunition affecting commerce by a previously convicted felon, in violation of 18 U.S.C. § 922(g)(1).

2. Maximum Penalties

Count Four carries a maximum sentence of not more than 10 years imprisonment; a fine of not more than $250,000; a term of supervised release of not more than 3 years; and a special assessment of $100. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count Four are:

First: That the defendant knowingly possessed a firearm or ammunition in or affecting interstate or foreign commerce, as charged; and

Second: That before the defendant possessed the firearm or ammunition, the defendant had been convicted in a court of a crime punishable by imprisonment for a term in excess of one year, that is, a felony offense.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Count One, Two, and Three, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States

Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG § 3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

7. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG § 5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

8. Use of Information - Section 1B1.8

Pursuant to USSG § 1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG § 1B1.8(b).

9. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by recision of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement,

and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

10. <u>Forfeiture of Assets</u>

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 924(a) and 28 U.S.C. § 2461, whether in the possession or control of the United States, the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following: a Remington, Model Wing Master 870, 12-gauge shotgun, serial number V996694V; a Romam/Curgir, Model WASR-10, 7.62x39mm caliber rifle, serial number A1-0387-13; a Colt, Model MK IV Mustang, .380 caliber semi-automatic pistol, serial number RS24962; Sellier and Bellot ammunition; Winchester ammunition; Wolf ammunition; Tula Cartridge Works ammunition; Barnaul Cartridge Plant ammunition; Federal ammunition; Prvi Partizan ammunition; and Industrias Technos, S.A. DE C.V. Cuernavaca, Morelos ammunition; which assets are instrumentalities of the crime charged in Count Four.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil judicial or administrative forfeiture action. The defendant also hereby agrees to waive all constitutional, statutory and procedural challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1)(A), the United States and the defendant request that promptly after accepting this Plea Agreement, the Court make a determination that the government has established the requisite nexus between the property subject to forfeiture and the offense to which defendant is pleading guilty and enter a preliminary order of forfeiture. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture and to transfer custody of such property to the United States before the defendant's sentencing. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of his cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

The defendant agrees that the United States is not limited to forfeiture of the property specifically identified for forfeiture in this Plea Agreement. If the United States determines that property of the defendant identified for forfeiture cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty; then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the value of any property described above. The Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for

Defendant's Initials ______

acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

B. **Standard Terms and Conditions**

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provides for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United

States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

13. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 18TH day of February, 2016.

Larry Garfield Letterman
Defendant

Mark Rosenblum, Esquire
Attorney for Defendant

A. LEE BENTLEY, III
United States Attorney

Robert E. Bodnar, Jr.
Assistant United States Attorney

FOR Katherine M. Ho
Assistant United States Attorney
Chief, Ocala Division

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 5:16-cr-5-Oc-10PRL

LARRY GARFIELD LETTERMAN

PERSONALIZATION OF ELEMENTS

Do you admit that on or about December 15, 2015, in Sumter County, within the Middle District of Florida, that you knowingly possessed a firearm and ammunition in or affecting interstate or foreign commerce?

Do you admit that the specific firearms and ammunition you possessed are those listed in Count Four of the Indictment?

Do you admit that before you possessed the firearms or ammunition, that you had been convicted in a court of a crime punishable by imprisonment for a term in excess of one year, that is, a felony offense?

Do you admit that your prior felony convictions consist of those listed in Count Four of the Indictment?

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
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v. CASE NO. 5:16-cr-5-Oc-10PRL

LARRY GARFIELD LETTERMAN

FACTUAL BASIS

Larry Garfield Letterman (Letterman) is a multi-convicted felon residing in Sumter County, Florida. In a series of audio and video recorded transactions during October/November 2015, Letterman sold an ATF Confidential Informant (CI) three firearms and some ammunition. All of the transactions took place inside of Letterman's residence. When agents subsequently arrested Letterman and searched his residence, they found three more firearms and 263 rounds of assorted ammunition. Letterman waived his constitutional rights and admitted that he was a convicted felon. He acknowledged that his possession of the firearms and ammunition was unlawful. All of the recovered firearms and ammunition were made outside of Florida and have therefore affected interstate or foreign commerce.

IDENTIFYING THE DEFENDANT

On October 23, 2015, ATF interviewed the CI regarding Letterman. The CI stated that Letterman, a convicted felon, had been advertising firearms for sale on the social media web site "Facebook." The CI believed that Letterman would sell these firearms to the CI.

On October 26, 2015, ATF SA Dewane Krueger (SA Krueger) conducted a Florida driver and vehicle information database (DAVID) search and found Letterman's photograph, date of birth, and address in Wildwood, Florida. This location is in Sumter County, within the Middle District of Florida. SA Krueger also obtained Letterman's Florida Department of Law Enforcement (FDLE) felony sexual offender information. The data from FDLE had a photograph and personal identifiers that matched the DAVID information for Letterman.

On October 28, 2015, SA Krueger conducted a Facebook search using Letterman's name and the topic "selling in Sumter." He found that on October 22, 2015, at 6:16 p.m., Letterman had listed two Beretta 9mm semi-automatic pistols as "price negotiable" in Wildwood, Florida. A picture of both Beretta pistols was displayed on the site.

CONTROLLED PURCHASES

After obtaining the information described above, SA Krueger used the CI to conduct a series of "controlled buys" of contraband (firearms and ammunition) directly from Letterman on three separate dates. These controlled buys took place on October 29, November 3, and November 19, 2015. Each of the transactions is further described below.

FIRST BUY - OCTOBER 29, 2015

On October 29, 2015, the CI purchased a Beretta, model 92S, 9mm semi-automatic pistol, serial number X47613Z, from Letterman. Before the transaction, agents thoroughly searched the CI for contraband and discovered none. Agents then outfitted the CI with electronic surveillance equipment and a camera that permitted law enforcement to monitor any conversation between the CI and Letterman as it occurred. Additionally, ATF provided the CI with money to purchase the handgun.

The transaction that day took place inside Letterman's residence in Wildwood. The CI went inside Letterman's residence and purchased the Beretta pistol from him. In fact, Letterman handed the pistol to the CI. During the transaction, Letterman told the CI that the Beretta pistol was "clean" because he had acquired it at a gun show. The entire transaction was captured on audio and video.

Once the sale had been completed, the CI met with law enforcement at a predetermined location and surrendered the Beretta pistol to SA Krueger.

SECOND BUY - NOVEMBER 3, 2015

On November 3, 2015, at the direction of law enforcement, the CI again made a controlled purchase of a firearm from Letterman. The CI was searched before the transaction and outfitted with electronic surveillance equipment that included the camera that allowed law enforcement to monitor any conversation between the CI and Letterman. Additionally, ATF provided the CI with money to purchase the firearm.

This second transaction also took place at Letterman's residence. Once inside, the CI purchased a Beretta, model PX4 Storm, 9mm semi-automatic pistol, serial number PZ1971B. Letterman handed the pistol to the CI.

Letterman had the pistol was inside a blue gun box with four firearm magazines and a holster. All of these items were included in the purchase.

During the transaction, the CI asked Letterman if he had any other firearms. Letterman responded that he had a German Walther, model PPK, pistol. Letterman added that he acquired ammunition for the pistol from a gun show in Savannah, Georgia. Thereafter, the CI paid Letterman for the Beretta pistol using funds provided by ATF. The entire transaction was captured on audio and video.

After the sale had been completed, the CI met law enforcement at a predetermined location and surrendered the Beretta pistol to SA Krueger. A search of the CI revealed no other contraband.

THIRD BUY - NOVEMBER 19, 2015

On November 19, 2015, at the direction of law enforcement, the CI again conducted a controlled purchase of a firearm (and ammunition) from Letterman. The CI was searched before the transaction and outfitted with electronic surveillance equipment designed to record the sale. ATF then provided the CI with money to purchase the firearm from Letterman.

This third transaction also took place at Letterman's residence. After the CI arrived, the CI went inside and purchased an Anderson, model AM-15, .223 caliber rifle, serial number 14075632, and twenty rounds of .223 caliber ammunition from Letterman. This semi-automatic firearm is a variant of an AR-

15 rifle and is capable of accepting a high-capacity magazine. Letterman told the CI that he had obtained the rifle from Valdosta, Georgia.

The CI asked about any other firearms that Letterman might have for sale. Letterman told the CI that he had sold the Walther PPK pistol, but that he still had a Colt firearm for sale. Letterman also told the CI that he was going to a gun show in Fort Lauderdale, Florida, during the upcoming weekend.

The CI paid Letterman for the rifle using the funds provided by ATF. Letterman eventually placed the rifle in the backseat of the CI's vehicle.

Once the sale of rifle had been completed, the CI met law enforcement at a predetermined location and surrendered the rifle and ammunition to SA Krueger. A search of the CI revealed no other contraband. The entire transaction was captured on audio and video.

SA Krueger subsequently reviewed the videos from each of the three recorded transactions. He identified the defendant's residence in each transaction. He also recognized Letterman as the same person depicted in the DAVID and FDLE photographs.

MORE FIREARMS FOR SALE

On November 30, 2015, the CI received a text message from Letterman that he had another AR-15 rifle for sale. Following this message, on or about December 6, 2015, Letterman sent the CI a photograph of an AK-47 rifle with four ammunition magazines. Letterman offered to sell this rifle and accessories to the CI for $1,250. The CI then arranged to purchase these items from Letterman on December 15, 2015.

SEARCH WARRANT – DECEMBER 15, 2015

Based on the three recorded transactions, ATF obtained a criminal complaint for Letterman and a search warrant for his residence. Agents executed these warrants on December 15, 2015, the same day that Letterman had arranged to sell the AK-47 rifle to the CI. Both Letterman and his wife were at the residence when agents executed the warrants.

Agents took Letterman into custody. In an audio-recorded interview, SA Krueger advised Letterman of his constitutional rights, which he freely and voluntarily waived. Afterward, Letterman confirmed that he previously had been convicted of felonies, which he detailed for the agent. He knew that he could not legally possess firearms.

Letterman told SA Krueger that there were three firearms and some ammunition in the residence. He described the firearms and their locations as follows: an AK-47 rifle under the bed in the master bedroom; a shotgun on the wall of the master bedroom; and a Colt pistol and ammunition in some plastic drawers on his desk. ATF subsequently recovered the firearms and 263 rounds of assorted ammunition in the exact locations described by Letterman. They also found an inert grenade hull in the laundry room.

The recovered AK-47 style rifle is a semi-automatic firearm capable of accepting a high-capacity magazine. Besides the three firearms recovered at his residence, Letterman admitted that he also had purchased three other handguns—Walther PPK, Phoenix Arms and derringer pistols. These firearms, however, already had been sold or traded away by Letterman.[1]

Letterman confirmed that he had been selling firearms through the social media website "Facebook." He added that he had started buying firearms "about six months ago." He described how he had been attending gun shows in Savannah, Georgia, Leesburg (Lake County), Florida, and Ocala. He commented that whenever he had attended a gun show, no one ever had asked whether he had a felony conviction.

When shown still images from each of the three recorded transactions, Letterman identified himself as the person selling the firearms. He then recounted for SA Krueger the details of each transaction, including the places where he originally had obtained the firearms and the prices for which he had sold them to the CI. With respect to each transaction, Letterman admitted that he had possessed the firearm and ammunition, as applicable.

CONVICTED FELON

ATF confirmed that Letterman is a previously convicted felon. Using Letterman's unique identifiers (name, date of birth, social security number, etc.), SA Krueger located the following felony convictions for Letterman:

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[1] Agents did recover the empty box from the Phoenix Arms pistol in Letterman's master bedroom closet. This box had the firearm's model number (HP25A) and unique serial number (4424736).

On November 21, 1979, **Obtaining Property in Return for Worthless Check,** Pinellas County, Florida, case numbers 1977CF000171, 173, 175, 564, and 1141;

On June 22, 1990, **Possession Firearm by a Convicted Felon,** Broward County, Florida, case number 90-3642CF10;

On June 22, 1990, **Possession of a Firearm by a Convicted Felon,** Broward County, Florida, case number 90-5505CF10;

On August 16, 1992, **Burglary of a Structure,** Broward County, Florida, case number 2003-CF-000305-A-W;

On April 27, 1995, **Obtaining Property Under False Pretense,** Swain County, North Carolina, case number 1995CR000067; and,

On April 2, 1996, two counts of **Sodomy of a Male Less Than Fourteen Years of Age,** Greene County, Missouri, case number 194CF0113.

SA Krueger also confirmed with the Florida Office of Executive Clemency that Letterman never has had his civil right to keep and bear firearms restored following these convictions.

INTERSTATE NEXUS

The recovered firearms and ammunition have affected interstate or foreign commerce as they all were manufactured outside of Florida. They necessarily crossed a state line prior to coming into Letterman's possession in Sumter County, Florida. The specific findings for these items are:

- the Beretta, model 92S, 9mm caliber pistol, serial number X47613Z, was manufactured by Pietro Beretta in the country of Italy and imported into the United States by P.W. Arms in Redmond, Washington;

- the Beretta, model PX4 Storm Subcompact, 9mm caliber pistol, serial number PZ1971B, was manufactured by Beretta USA Corp., in Accokeek, Maryland;

- the Anderson, model AM-15, .223 caliber rifle, serial number 14075632, was manufactured by Anderson Mfg., in Hebron, Kentucky;

- 14 rounds of .223 caliber ammunition were manufactured by the Lake City Ammunition plant in Lake City, Missouri;

- 4 rounds of .223 caliber ammunition were manufactured by the Tula Cartridge Works in Russia;

- 1 round of .223 caliber ammunition was manufactured by Wolf in Russia;

- 1 round of .223 caliber ammunition was manufactured by Barnual Cartridge Factory in Russia;

- the Remington, model Wing Master 870, 12-gauge shotgun, serial number V996694V, was manufactured by Remington Arms Company, Inc., in Ilion, New York;

- the Romarm/Curgir (Romanian AK-47), model WASR-10, 7.62x39mm caliber rifle, serial number A1-0387-13, was manufactured by Romarm in Romania and subsequently imported into the

United States by Century Arms International in Georgia, Vermont;

- the Colt, model MK IV Mustang, .380 caliber pistol, serial number RS24962, was manufactured by Colt in Hartford, Connecticut;

- 23 rounds of .38 caliber ammunition were manufactured by Sellier & Bellot in Czechoslovakia;

- 12 rounds of 9mm caliber ammunition were manufactured by Winchester in East Alton, Illinois;

- 3 rounds of 9mm caliber ammunition were manufactured by Wolf in Russia;

- 20 rounds of 7.62x39mm caliber ammunition were manufactured by Tula Cartridge Works in Russia;

- 50 rounds of 7.65mm caliber ammunition were manufactured by Sellier & Bellot in Czechoslovakia;

- 50 rounds of .380 caliber ammunition were manufactured by Barnaul Cartridge Plant in Russia;

- 5 rounds of 12-gauge ammunition were manufactured by Federal in Anoka, Minnesota;

- 50 rounds of .32 auto caliber ammunition were manufactured by Prvi Partizanin in Serbia; and,

50 rounds of 9mm caliber ammunition were manufactured by Industrias Technos, S.A. DE C.V. Cuernavaca, Morelos in Mexico.