

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 13-CR-84

PAUL CARTER

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

Defendant.

PLEA AGREEMENT

1. The United States of America, by its attorneys, Gregory J. Haanstad, United States Attorney for the Eastern District of Wisconsin, Karine Moreno-Taxman and Laura S. Kwaterski, Assistant United States Attorneys, and Vasantha Rao, Trial Attorney, United States Department of Justice Civil Rights Division, and the defendant, Paul Carter, individually and by attorney Kirk Obear, pursuant to Rule 11 of the Federal Rules of Criminal Procedure, enter into the following plea agreement:

CHARGES

2. The defendant has been charged in a nine-count Fourth Superseding Indictment, which alleges violations of Title 18, United States Code, Sections 1591(a)(1), 1591(b)(1), 1594(b) 1594(c) and 2.

3. The defendant has read and fully understands the charges contained in the Fourth Superseding Indictment. He fully understands the nature and elements of the

crimes with which he has been charged, and the charges and the terms and conditions of the plea agreement have been fully explained to him by his attorney.

4. The defendant voluntarily agrees to plead guilty to all of the counts set forth in the Fourth Superseding Indictment, which is attached as Attachment A.

5. The defendant acknowledges, understands, and agrees that he is, in fact, guilty of all of the offenses set forth in Attachment A. The parties acknowledge and understand that if this case were to proceed to trial, the government would be able to prove the facts in Attachment B beyond a reasonable doubt. The defendant admits that these facts are true and correct and establish his guilt beyond a reasonable doubt. This information is provided for the purpose of setting forth a factual basis for the plea of guilty. It is not a full recitation of the defendant's knowledge of, or participation in, the charged offenses or other offenses.

PENALTIES

6. The parties understand and agree that the offenses to which the defendant will enter a plea of guilty carry the following maximum terms of imprisonment, fines, and terms of supervised release. Counts One, Two, Four, Five, Six, Seven, Eight and Nine carry a mandatory, minimum term of 15 years' imprisonment and up to a lifetime term of imprisonment, a fine not to exceed \$250,000, and a mandatory term of five years supervised release and up to a lifetime term of supervised release. Count Three carries a term of up to life imprisonment, a fine not to exceed \$250,000, a mandatory term of five years supervised release and up to a lifetime term of supervised release. Each count also carries a mandatory special assessment of \$100. The parties further recognize that

restitution in this case is mandatory and a restitution order will be entered by the court at the time of sentencing. The parties' acknowledgments, understandings, and agreements with regard to restitution are set forth in paragraph 37 of this agreement.

7. The defendant acknowledges, understands, and agrees that he has discussed the relevant statutes as well as the applicable sentencing guidelines with his attorney.

ELEMENTS

8. The parties understand and agree that in order to sustain the charge of Sex Trafficking by Force, Fraud, or Coercion, in violation of Title 18, United States Code, Section 1591, as charged in Counts One and Two, the government must prove each of the following propositions beyond a reasonable doubt:

First, that the defendant knowingly recruited, enticed, harbored, or transported a person whom the defendant knew would be caused to engage in a commercial sex act or attempted to do so;

Second, that the defendant knew that force, fraud, or coercion would be used to cause the person to engage in the commercial sex act; and

Third, that the offense was in or affecting interstate commerce.

9. The parties understand and agree that in order to sustain the charge of Sex Trafficking by Force, Fraud, or Coercion, in violation of Title 18, United States Code, Section 1591, as charged in Counts Four, Five, Six, and Seven, the government must prove each of the following propositions beyond a reasonable doubt:

First, that the defendant knowingly recruited, enticed, harbored, transported, provided, obtained, advertised, maintained, patronized, or solicited by any means a person whom the defendant knew would be caused to engage in a commercial sex act or attempted to do so;

Second, that the defendant knew or recklessly disregarded the fact that force, threats of force, fraud, or coercion would be used to cause the person to engage in the commercial sex act; and

Third, that the offense was in or affecting interstate commerce.

10. The parties understand and agree that in order to sustain the charge of Attempted Sex Trafficking by Force, Fraud, or Coercion, in violation of Title 18, United States Code, Section 1591, as charged in Count Eight, the government must prove each of the following propositions beyond a reasonable doubt:

First, that the defendant knowingly attempted to recruit, entice, harbor, transport, or obtain a person whom the defendant knew would be caused to engage in a commercial sex act;

Second, that the defendant knew or recklessly disregarded the fact that force, threats of force, fraud, or coercion would be used to cause the person to engage in the commercial sex act; and

Third, that the offense was in or affecting interstate commerce.

11. The parties understand and agree that in order to sustain the charge of Sex Trafficking of a Minor, in violation of Title 18, United States Code, Section 1591(b)(1), as charged in Count Nine, the government must prove each of the following propositions beyond a reasonable doubt:

First, the defendant knowingly recruited, enticed, harbored, transported, provided, obtained, advertised, maintained, patronized, or solicited by any means a person or attempted to do so;

Second, the person was under eighteen years of age and would be caused to engage in a commercial sex act;

Third, the offense was in or affecting interstate commerce; and

Fourth, the defendant knew or recklessly disregarded the fact that force, threats of force, fraud or coercion would be used to cause the person to engage in a commercial sex act.

12. The parties understand and agree that in order to sustain the charge of Conspiracy to Commit Forced Labor and Sex Trafficking by Force, Fraud, or Coercion, as set forth in Count Three, the government must prove each of the following propositions beyond a reasonable doubt:

First, the conspiracy as charged in Count Three existed;

Second, the defendant knowingly became a member of the conspiracy with an intent to advance the conspiracy.

The defendant understands that to be guilty of sex trafficking in violation of Title 18, United States Code, Section 1591, the following must be true: (1) the defendant knowingly recruited, enticed, harbored, provided maintained or obtained by any means, a person; (2) defendant knew or was in reckless disregard of the fact that means of force, fraud or coercion or any combination of such means would be used to cause the person to engage in a commercial sex act or defendant knew or was in reckless disregard of the fact that the person had not attained the age of 18 years old and would be caused to engage in a commercial sex act; and (3) such recruitment, enticement, harboring, providing, maintaining or obtaining was in or affecting interstate or foreign commerce or within the special maritime and territorial jurisdiction of the United States.

The defendant understands that to be guilty of forced labor, in violation of Title 18, United States Code, Section 1589, the following must be true: (1) the defendant knowingly provided or obtained the labor or services of a person by any one of, or by any combination of, the following means - (a) by means of force, threats of force, physical restraint, or threats of physical restraint to that person or another person; (b) by means of serious harm or threats of serious harm to that person or another person; (c) by means of the abuse or threatened abuse of law or legal process; or (d) by means of any scheme, plan or pattern intended to cause the person to believe that, if that person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint.

SENTENCING PROVISIONS

13. The parties agree to waive the time limits in Fed. R. Crim. P. 32 relating to the presentence report, including that the presentence report be disclosed not less than 35 days before the sentencing hearing, in favor of a schedule for disclosure, and the filing of any objections, to be established by the court at the change of plea hearing.

14. The parties acknowledge, understand, and agree that any sentence imposed by the court will be pursuant to the Sentencing Reform Act, and that the court will give due regard to the Sentencing Guidelines when sentencing the defendant.

15. The parties acknowledge and agree that they have discussed all of the sentencing guidelines provisions which they believe to be applicable to the offenses to which the defendant will plead guilty and which are set forth in Attachment A to this plea agreement. The defendant acknowledges and agrees that his attorney in turn has discussed the applicable sentencing guidelines provisions with him to the defendant's satisfaction.

16. The parties acknowledge and understand that prior to sentencing the United States Probation Office will conduct its own investigation of the defendant's criminal history. The parties further acknowledge and understand that, at the time the defendant enters a guilty plea, the parties may not have full and complete information regarding the defendant's criminal history. The parties acknowledge, understand, and agree that the defendant may not move to withdraw the guilty plea solely as a result of the sentencing court's determination of the defendant's criminal history.

Sentencing Guidelines Calculations

17. The parties acknowledge, understand, and agree that the sentencing guidelines calculations included in this agreement represent the positions of the parties on the appropriate sentence range under the sentencing guidelines. The defendant acknowledges and understands that the sentencing guidelines recommendations contained in this agreement do not create any right to be sentenced within any particular sentence range, and that the court may impose a reasonable sentence above or below the guideline range. The parties further understand and agree that if the defendant has provided false, incomplete, or inaccurate information that affects the calculations, the government is not bound to make the recommendations contained in this agreement.

Relevant Conduct

18. The parties acknowledge, understand, and agree that pursuant to Sentencing Guidelines Manual § 1B1.3, the sentencing judge may consider relevant conduct in calculating the sentencing guidelines range, even if the relevant conduct is not the subject of the offenses to which the defendant is pleading guilty. The defendant agrees that the facts underlying his conviction in Milwaukee County Circuit Court Case No. 2013-CF-005804 constitute relevant conduct in this case for sentencing purposes and under Sentencing Guidelines Section 5G1.3(b)(1).

Base Offense Level

19. The parties agree to recommend to the sentencing court that the applicable base offense level for the offenses charged in Counts One through Nine is 34 pursuant to Sentencing Guidelines Manual §§ 2X1.1 and 2G1.1.

Minor Victim

20. The parties acknowledge and understand that the government will recommend to the sentencing court that the following increases apply to the base offense level for Count Nine:

- a. a two-level increase under Sentencing Guidelines Manual § 2G1.3(b)(2)(B) is applicable because the defendant unduly influenced a minor to engage in prohibited sexual conduct;
- b. a two-level increase under Sentencing Guidelines Manual § 2G1.3(b)(1)(B) is applicable because the minor was in the custody, care, or supervisory control of the defendant;
- c. a two-level increase under Sentencing Guidelines Manual § 2G1.3(b)(2)(B) is applicable because the offense involved the commission of a sex act or sexual contact;

The parties understand that the defendant may not join in these recommendations.

Physical Restraint

21. The parties acknowledge and understand that the government will recommend to the sentencing court that a two-level increase pursuant to Sentencing Guidelines Manual § 3A1.3 is applicable to the base offense level for the offenses charged in Count Four because the defendant physically restrained a victim to facilitate the commission of this offense. The parties understand that the defendant will not join in these recommendations.

Role in the Offense

22. The parties acknowledge and understand that the government will recommend to the sentencing court that a four-level increase under Sentencing Guidelines Manual § 3B1.1. is applicable to the base offense level for Count Three because the Defendant was an organizer and leader of extensive criminal activity. The parties understand that the defendant will not join in this recommendation.

Multiple Counts

23. The parties acknowledge and understand that the government will recommend to the sentencing court that 40 is the highest offense level and a five-level increase for the multiple counts involved under Sentencing Guidelines Manual § 3D1.4 is applicable to determine the combined offense level of 45. The parties understand that the defendant will not join in this recommendation.

Acceptance of Responsibility

24. The government agrees to recommend a two-level decrease for acceptance of responsibility as authorized by Sentencing Guidelines Manual § 3E1.1(a), but only if the defendant exhibits conduct consistent with the acceptance of responsibility. The defendant acknowledges, understands, and agrees that conduct consistent with the acceptance of responsibility includes but is not limited to the defendant's voluntary identification and disclosure to the government of any and all actual or potential victims of the offense[s] prior to sentencing. In addition, if the court determines at the time of sentencing that the defendant is entitled to the two-level reduction under § 3E1.1(a), the government agrees to make a motion recommending an additional one-level decrease as

authorized by Sentencing Guidelines Manual § 3E1.1(b) because the defendant timely notified authorities of his intention to enter a plea of guilty.

Sentencing Recommendations

25. Both parties reserve the right to provide the district court and the probation office with any and all information which might be pertinent to the sentencing process, including but not limited to any and all conduct related to the offenses as well as any and all matters which might constitute aggravating or mitigating sentencing factors.

26. Both parties reserve the right to make any recommendation regarding any matters not specifically addressed by this agreement.

27. The government agrees to recommend a sentence of 360 months (30 years), which is a below-guidelines sentence. The defendant agrees to recommend a sentence of 240 months (20 years).

28. The government further agrees that it will not object to the defendant's request that this Court adjust his sentence in this case to account for the period of imprisonment already served in Milwaukee County Circuit Court Case No. 2013-CF-005804, pursuant to Sentencing Guidelines Manual § 5G1.3(b).

Court's Determinations at Sentencing

29. The parties acknowledge, understand, and agree that neither the sentencing court nor the United States Probation Office is a party to or bound by this agreement. The United States Probation Office will make its own recommendations to the sentencing court. The sentencing court will make its own determinations regarding any and all issues relating to the imposition of sentence and may impose any sentence authorized by

law up to the maximum penalties set forth in paragraph 6 above. The parties further understand that the sentencing court will be guided by the sentencing guidelines but will not be bound by the sentencing guidelines and may impose a reasonable sentence above or below the calculated guideline range.

30. The parties acknowledge, understand, and agree that the defendant may not move to withdraw his guilty plea solely as a result of the sentence imposed by the court.

FINANCIAL MATTERS

31. The defendant acknowledges and understands that any and all financial obligations imposed by the sentencing court are due and payable in full upon entry of the judgment of conviction. The defendant agrees not to request any delay or stay in payment of any and all financial obligations.

32. The defendant agrees to provide to the Financial Litigation Unit (FLU) of the United States Attorney's Office, upon request of the FLU during any period of probation or supervised release imposed by the court, a complete and sworn financial statement on a form provided by FLU and any documentation required by the form.

Fine

33. The parties agree to recommend that no fine be imposed.

Special Assessment

34. The defendant agrees to pay the special assessment of \$900 prior to or at the time of sentencing.

SEX OFFENDER REGISTRATION

35. Pursuant to 18 U.S.C. § 3583(d), the defendant has been advised and understands the court shall order as a mandatory condition of supervised release, that the defendant comply with state sex offender registration requirements. The defendant has also been advised and understands that under the Sex Offender Registration and Notification Act, a federal law, he must register and keep the registration current in each of the following jurisdiction: The location of his residence; the location of his employment; and, if he is a student, the location of his school. Registration will require that the defendant provide information that includes name, residence address, the names and addresses of any places at which he will be an employee or a student. The defendant understands that he must update his registration not later than three business days after any change of name, residence, employment, or student status. The defendant understands that failure to comply with these obligations may subject him to prosecution for failure to register under federal law, 18 U.S.C. § 2250, which is punishable by a fine and/or imprisonment.

Forfeiture

36. The defendant agrees that all properties listed in the indictment constitute the proceeds of the offenses to which he is pleading guilty, or were used to facilitate such offenses. The defendant agrees to the forfeiture of these properties and to the immediate entry of a preliminary order of forfeiture. The defendant agrees that he has an interest in each of the listed properties. The parties acknowledge and understand that the government reserves the right to proceed against assets not identified in this agreement.

Restitution

37. The defendant agrees to pay restitution as ordered by the court to JV-1, AV-1, AV-2, AV-3, AV-4, AV-5, AV-6 and AV-7. The defendant understands that because restitution for the offenses is mandatory, the amount of restitution shall be imposed by the court regardless of the defendant's financial resources. The defendant agrees to cooperate in efforts to collect the restitution obligation. The defendant understands that imposition or payment of restitution will not restrict or preclude the filing of any civil suit or administrative action.

DEFENDANT'S WAIVER OF RIGHTS

38. In entering this agreement, the defendant acknowledges and understands that he surrenders any claims he may have raised in any pretrial motion, except that the defendant retains the right to raise the issues presented in his motion to suppress (Docket #153) on appeal, as well as certain rights which include the following:

- a. If the defendant persisted in a plea of not guilty to the charges against him, he would be entitled to a speedy and public trial by a court or jury. The defendant has a right to a jury trial. However, in order that the trial be conducted by the judge sitting without a jury, the defendant, the government and the judge all must agree that the trial be conducted by the judge without a jury.
- b. If the trial is a jury trial, the jury would be composed of twelve citizens selected at random. The defendant and his attorney would have a say in who the jurors would be by removing prospective jurors for cause where actual bias or other disqualification is shown, or without cause by exercising peremptory challenges. The jury would have to agree unanimously before it could return a verdict of guilty. The court would instruct the jury that the defendant is presumed innocent until such time, if ever, as the government establishes guilt by competent evidence to the satisfaction of the jury beyond a reasonable doubt.

- c. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all of the evidence, whether or not he was persuaded of defendant's guilt beyond a reasonable doubt.
- d. At such trial, whether by a judge or a jury, the government would be required to present witnesses and other evidence against the defendant. The defendant would be able to confront witnesses upon whose testimony the government is relying to obtain a conviction and he would have the right to cross-examine those witnesses. In turn the defendant could, but is not obligated to, present witnesses and other evidence on his own behalf. The defendant would be entitled to compulsory process to call witnesses.
- e. At such trial, defendant would have a privilege against self-incrimination so that he could decline to testify and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify on his own behalf.

39. The defendant acknowledges and understands that by pleading guilty he is waiving all the rights set forth above, except that the defendant retains the right to raise the issues presented in his motion to suppress (Docket #153) on appeal. The defendant further acknowledges the fact that his attorney has explained these rights to him and the consequences of his waiver of these rights. The defendant further acknowledges that as a part of the guilty plea hearing, the court may question the defendant under oath, on the record, and in the presence of counsel about the offense to which the defendant intends to plead guilty. The defendant further understands that the defendant's answers may later be used against the defendant in a prosecution for perjury or false statement.

40. Based on the government's concessions in this agreement, the defendant knowingly and voluntarily waives his right to appeal his sentence in this case, and further waives his right to challenge his conviction or sentence in any post-conviction proceeding, including but not limited to a motion pursuant to 28 U.S.C. § 2255. This

waiver does not extend to an appeal or post-conviction motion based on (1) any punishment in excess of the statutory maximum, (2) the sentencing court's reliance on any constitutionally impermissible factor, (3) ineffective assistance of counsel and (4) a sentence predicated on a failure of the court to consider the defendant's principal, non-frivolous arguments in mitigation when selecting an appropriate sentence for the defendant.

41. The defendant acknowledges and understands that he will be adjudicated guilty of the offenses to which he will plead guilty and thereby may be deprived of certain rights, including but not limited to the right to vote, to hold public office, to serve on a jury, to possess firearms, and to be employed by a federally insured financial institution.

42. The defendant knowingly and voluntarily waives all claims he may have based upon the statute of limitations, the Speedy Trial Act, and the speedy trial provisions of the Sixth Amendment. The defendant agrees that any delay between the filing of this agreement and the entry of the defendant's guilty plea pursuant to this agreement constitutes excludable time under the Speedy Trial Act.

43. In connection with the defendant's right to raise the issues presented in his motion to suppress (Docket #153) on appeal, the defendant further agrees that the government may supplement the district court record by filing the affidavit in support of the application for search warrant for Carter's residence and a copy of that affidavit is attached as Attachment C.

Further Civil or Administrative Action

44. The defendant acknowledges, understands, and agrees that the defendant has discussed with his attorney and understands that nothing contained in this agreement, including any attachment, is meant to limit the rights and authority of the United States of America or any other state or local government to take further civil, administrative, or regulatory action against the defendant, including but not limited to any listing and debarment proceedings to restrict rights and opportunities of the defendant to contract with or receive assistance, loans, and benefits from United States government agencies.

GENERAL MATTERS

45. The parties acknowledge, understand, and agree that this agreement does not require the government to take, or not to take, any particular position in any post-conviction motion or appeal.

46. The parties acknowledge, understand, and agree that this plea agreement will be filed and become part of the public record in this case.

47. The parties acknowledge, understand, and agree that the United States Attorney's office is free to notify any local, state, or federal agency of the defendant's conviction.

48. The defendant understands that pursuant to the Victim and Witness Protection Act, the Justice for All Act, and regulations promulgated thereto by the Attorney General of the United States, the victim of a crime may make a statement describing the impact of the offense on the victim and further may make a

recommendation regarding the sentence to be imposed. The defendant acknowledges and understands that comments and recommendations by a victim may be different from those of the parties to this agreement.

EFFECT OF DEFENDANT'S BREACH OF PLEA AGREEMENT

49. The defendant acknowledges and understands if he violates any term of this agreement at any time, engages in any further criminal activity prior to sentencing, or fails to appear for sentencing, this agreement shall become null and void at the discretion of the government. The defendant further acknowledges and understands that the government's agreement to dismiss any charge is conditional upon final resolution of this matter. If this plea agreement is revoked or if the defendant's conviction ultimately is overturned, then the government retains the right to reinstate any and all dismissed charges and to file any and all charges which were not filed because of this agreement. The defendant hereby knowingly and voluntarily waives any defense based on the applicable statute of limitations for any charges filed against the defendant as a result of his breach of this agreement. The defendant understands, however, that the government may elect to proceed with the guilty plea and sentencing. If the defendant and his attorney have signed a proffer letter in connection with this case, then the defendant further acknowledges and understands that he continues to be subject to the terms of the proffer letter.

VOLUNTARINESS OF DEFENDANT'S PLEA

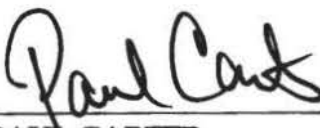
50. The defendant acknowledges, understands, and agrees that he will plead guilty freely and voluntarily because he is in fact guilty. The defendant further

acknowledges and agrees that no threats, promises, representations, or other inducements have been made, nor agreements reached, other than those set forth in this agreement, to induce the defendant to plead guilty.

ACKNOWLEDGMENTS

I am the defendant. I am entering into this plea agreement freely and voluntarily. I am not now on or under the influence of any drug, medication, alcohol, or other intoxicant or depressant, whether or not prescribed by a physician, which would impair my ability to understand the terms and conditions of this agreement. My attorney has reviewed every part of this agreement with me and has advised me of the implications of the sentencing guidelines. I have discussed all aspects of this case with my attorney and I am satisfied that my attorney has provided effective assistance of counsel.


Date: 11-21-16



PAUL CARTER
Defendant

I am the defendant's attorney. I carefully have reviewed every part of this agreement with the defendant. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.

Date: 11/21/2016



KIRK OBEAR
Attorney for Defendant

For the United States of America:

Date: 11/20/2016



GREGORY J. HAANSTAD
United States Attorney

Date: 11/20/2016



KARINE MORENO-TAXMAN
Assistant United States Attorney

U.S. DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

2016 OCT 12 P 3:45

UNITED STATES OF AMERICA,

JON W. SANFILIPPO

CLERK Case No. 13-CR-084

Plaintiff,

v.

[18 U.S.C. §§ 2, 1589, 1591, 1594]

PAUL CARTER,

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

Defendant.

FOURTH SUPERSEDING INDICTMENT

COUNT ONE

Sex Trafficking by Force, Fraud, or Coercion

THE GRAND JURY CHARGES:

Beginning in or about January 2001 and continuing through in or about December 2002, in the State and Eastern District of Wisconsin and elsewhere,

PAUL CARTER,

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

in and affecting interstate commerce, did knowingly recruit, entice, harbor, transport, provide, and obtain by any means AV-1, knowing that force, fraud, and coercion would be used, and were used, to cause AV-1 to engage in a commercial sex act(s).

All in violation of Title 18 United States Code, Sections 2, 1591(a)(1), and 1591(b)(1).

Attachment A

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COUNT TWO
Sex Trafficking by Force, Fraud, or Coercion

THE GRAND JURY CHARGES:

Beginning in or about December 2003 and continuing through in or about May 2004, in the State and Eastern District of Wisconsin and elsewhere,

PAUL CARTER,

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

in and affecting interstate commerce, did knowingly recruit, entice, harbor, transport, provide, and obtain by any means AV-1, knowing that force, fraud, and coercion would be used, and were used, to cause AV-1 to engage in a commercial sex act(s).

All in violation of Title 18 United States Code, Sections 2, 1591(a)(1), and 1591(b)(1).

COUNT THREE

Conspiracy to Commit Forced Labor and Sex Trafficking by Force, Fraud, or Coercion

THE GRAND JURY FURTHER CHARGES:

I. OBJECT OF THE CONSPIRACY

From in or about January 2009 and continuing through in or about January 2015, in the State and Eastern District of Wisconsin and elsewhere, the defendant,

PAUL CARTER,

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

David Moore, and others known and unknown to the Grand Jury, conspired and agreed with each other to:

- a. provide and obtain the labor and services of a person by means of force, threats of force, physical restraint and threats of physical restraint, and by means of serious harm and threats of serious harm, and by means of a scheme, plan and pattern intended to cause the person to believe that, if the person did not perform such labor and services, that person and another person would suffer serious harm and physical restraint, in violation of Title 18 United States Code, Section 1589; and
- b. knowingly, in and affecting interstate and foreign commerce, recruit, entice, harbor, transport, provide, obtain and maintain by any means a person, and benefit, financially and by receiving anything of value, from participation in a venture which recruited, enticed, harbored, transported, provided, obtained and maintained a person, knowing, and in reckless disregard of the fact, that force,

threats of force, fraud, coercion, and any combination of such means, would be used to cause the person to engage in commercial sex act(s), in violation of Title 18, United States Code, Sections 1591(a)(1) and 1591(a)(2).

II. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE ACCOMPLISHED

The object of the conspiracy was to be accomplished, in substance, as follows:

1. Defendant Paul Carter and his co-conspirators were engaged in recruiting, enticing, harboring, transporting, providing and maintaining persons, knowing, and in reckless disregard of the fact, that means of force, threats of force, fraud and coercion, and any combination of such means, would be used to cause such persons to engage in commercial sex acts.

2. Defendant Paul Carter and his co-conspirators collaborated with one another for the purpose of identifying, recruiting and obtaining persons whom they could each compel to engage in commercial sex acts, in violation of Title 18, United States Code, Section 1591 and whom they could each compel to engage in erotic dancing, in violation of Title 18 United States Code, Section 1589.

3. Defendant Paul Carter would direct victims under his control to arrange for victims under the control of co-conspirator David Moore to dance at particular erotic dance clubs, where they could earn money and also procure commercial sex act customers.

4. Defendant Paul Carter and co-conspirator David Moore would transport victims to erotic dance clubs for them to engage in dancing and procure commercial sex act customers.

5. Defendant Paul Carter and co-conspirator David Moore received the earnings from their victims made engaging in erotic dancing and/or commercial sex acts.

6. Defendant Paul Carter and co-conspirator David Moore frequented bars, erotic dance clubs and streets well-known for prostitution activity to identify and recruit young women to engage in commercial sex and/or erotic dancing.

7. In order to maintain and continue to coerce and force the young women to engage in labor and services as erotic dancers and to engage in commercial sex acts, Defendant Paul Carter and co-conspirator David Moore would physically, psychologically and financially harm victims and would inflict and threaten serious harm, including physical harm, to victims.

8. In furtherance of the conspiracy and to accomplish its object, on or about the dates indicated below, Defendant Paul Carter and co-conspirator David Moore, and unindicted co-conspirators known and unknown to the grand jury, committed the following overt acts, among others, within the Eastern District of Wisconsin and elsewhere:

9. Beginning in or about January 2009 and continuing through in or about December 2011, Defendant Paul Carter with co-conspirator David Moore drove around the City of Milwaukee, to identify and recruit young women to engage in commercial sex and/or erotic dancing.

10. In or about December 2009, co-conspirator David Moore drove Defendant Paul Carter's van to pick up AV-2 and AW-1, after a week during which they worked as erotic dancers in northern Wisconsin, to take control of their earnings and return them to Milwaukee. While en route to Milwaukee, Defendant Paul Carter assaulted AV-2 by beating her about the head and face for conduct he perceived as disrespectful. When the group arrived in Milwaukee, Defendant Paul Carter continued beating AV-2 in the street as co-conspirator David Moore stood by with AW-1 and observed.

11. In or about August 2009 and continuing through in or about August 2011, co-conspirator David Moore with Defendant Paul Carter, transported AV-3 and other young women for them to engage in erotic dancing and commercial sex acts for Defendant Paul Carter's financial gain.

12. In or about March 2011, co-conspirator David Moore advised and encouraged Defendant Paul Carter to create a logo depicting Carter's alias, "Pimpin' Paul," and provided Carter with drawings of a suggested logo depicting two capital P's back to back.

13. In or about and between November 2014 and January 2015, Defendant Paul Carter and co-conspirator David Moore discussed which witnesses might be cooperating with the federal investigation of their criminal activities, and discussed how to prevent those witnesses from cooperating with law enforcement.

All in violation of Title 18, United States Code, Sections 1594(b) and 1594(c).

COUNT FOUR
Sex Trafficking by Force, Fraud, or Coercion

THE GRAND JURY FURTHER CHARGES:

Beginning in or about January 2009 and continuing through in or about January 2013, in the State and Eastern District of Wisconsin and elsewhere,

PAUL CARTER,

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

in and affecting interstate and foreign commerce, did knowingly recruit, entice, harbor, transport, provide, obtain, and maintain by any means AV-3, knowing, and in reckless disregard of the fact, that means of force, threats of force, fraud, and coercion, and any combination of such means, would be used, and were used, to cause AV-3 to engage in a commercial sex act(s); and attempted to do so.

All in violation of Title 18 United States Code, Sections 2, 1591(a)(1), 1591(b)(1), and 1594(a).

COUNT FIVE
Sex Trafficking by Force, Fraud, or Coercion

THE GRAND JURY FURTHER CHARGES:

Beginning in and about January 2012 and continuing through 2013, in the State and Eastern District of Wisconsin and elsewhere,

PAUL CARTER,

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

in and affecting interstate and foreign commerce, did knowingly recruit, entice, harbor, transport, provide, obtain, and maintain by any means AV-4, knowing, and in reckless disregard of the fact, that means of force, threats of force, fraud, and coercion, and any combination of such means, would be used, and were used, to cause AV-4 to engage in a commercial sex act(s); and attempted to do so.

All in violation of Title 18 United States Code, Sections 2, 1591(a)(1), 1591(b)(1), and 1594(a).

COUNT SIX
Sex Trafficking by Force, Fraud, or Coercion

THE GRAND JURY FURTHER CHARGES:

Beginning in or about March 2012 and continuing through in or about February 2013, in the State and Eastern District of Wisconsin and elsewhere,

PAUL CARTER,

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

in and affecting interstate and foreign commerce, did knowingly recruit, entice, harbor, transport, provide, obtain, and maintain by any means AV-5, knowing, and in reckless disregard of the fact, that means of force, threats of force, fraud, and coercion, and any combination of such means, would be used, and were used, to cause AV-5 to engage in a commercial sex act(s); and attempted to do so.

All in violation of Title 18 United States Code, Sections 2, 1591(a)(1), 1591(b)(1), and 1594(a).

COUNT SEVEN
Sex Trafficking by Force, Fraud, or Coercion

THE GRAND JURY FURTHER CHARGES:

Beginning in or about October 2012 and continuing through in or about November 2012, in the State and Eastern District of Wisconsin and elsewhere,

PAUL CARTER,

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

in and affecting interstate and foreign commerce, did knowingly recruit, entice, harbor, transport, provide, obtain, and maintain by any means AV-6, knowing, and in reckless disregard of the fact, that means of force, threats of force, fraud, and coercion, and any combination of such means, would be used, and were used, to cause AV-6 to engage in a commercial sex act(s); and attempted to do so.

All in violation of Title 18 United States Code, Sections 2, 1591(a)(1), 1591(b)(1), and 1594(a).

COUNT EIGHT

Sex Trafficking by Force, Fraud, or Coercion

THE GRAND JURY FURTHER CHARGES:

In 2013 in the State and Eastern District of Wisconsin and elsewhere,

PAUL CARTER,

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

in and affecting interstate and foreign commerce, did knowingly attempt to recruit, entice, harbor, transport, provide, obtain, and maintain by any means AV-7, knowing, and in reckless disregard of the fact, that means of force, threats of force, fraud, and coercion, and any combination of such means, would be used to cause AV-7 to engage in a commercial sex act(s).

All in violation of Title 18 United States Code, Sections 2, 1591(a)(1), 1591(b)(1), and 1594(a).

COUNT NINE
Sex Trafficking of a Minor

THE GRAND JURY FURTHER CHARGES:

Beginnning in or about April 2013 and continuing through in or about August 2013, in the State and Eastern District of Wisconsin and elsewhere,

PAUL CARTER,

a/k/a "Pimpin' Paul," "Uncle Paul," "Daddy,"

in and affecting interstate commerce, did knowingly recruit, entice, harbor, transport, provide, obtain, and maintain JV-1, a minor, having had a reasonable opportunity to observe JV-1, and knowing, and in reckless disregard of the fact, that JV-1 had not attained the age of 18 years and would be caused to engage in a commercial sex act, and knowing, and in reckless disregard of the fact, that means of force, threats of force, fraud, and coercion, and any combination of such means, would be used, and were used, to cause JV-1 to engage in a commercial sex act(s); and attempted to do so.

All in violation of Title 18, United States Code, Sections 2, 1591(a)(1), 1591(b)(1), 1591(b)(2), and 1594(a).

FORFEITURE NOTICE
18 U.S.C. §§, 1589, 1591, or 1594

**Forced labor (§ 1589); sex trafficking of children or by force,
fraud, or coercion (§ 1591); and conspiracy (§ 1594)**

1. Upon conviction of an offense in violation of Title 18, United States Code, Sections 1589, 1591, or 1594 as set forth in Counts One through Eight of this Indictment, the defendant **PAUL CARTER** shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 1594:

a. any property, real or personal, used or intended to be used to commit or to facilitate the commission of the offense; and

b. any property, real or personal, constituting or derived from any proceeds obtained, directly or indirectly, as a result of the offense.

2. The property to be forfeited includes, but is not limited to:

a. A white 2006 Chevrolet Express Van bearing VIN
1GBFG15T861138469; and

b. A sum of money equal to the proceeds derived from the offenses:

3. If any of the property described above, as a result of any act or omission by a defendant: cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third person; 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 subdivided without difficulty, the United States of America

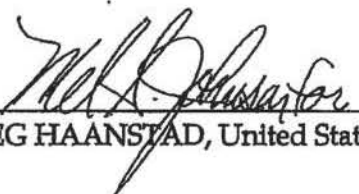
shall be entitled to forfeiture of substitute property, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

A TRUE BILL:

[REDACTED]

FOREPERSON

Dated: 10/12/16



GREG HAANSTAD, United States Attorney

ATTACHMENT B

Had this case proceeded to trial, the United States would have proven the following facts beyond a reasonable doubt. These facts are based upon the anticipated testimony of numerous witnesses, victims and law enforcement agents, and records obtained via grand jury subpoenas. The following information is provided for the purpose of setting forth a factual basis for the defendant's guilty plea. It is not a full recitation of the defendant's knowledge of, or participation in, these offenses.

Counts One & Two: Sex Trafficking of AV-1 by Force, Fraud, or Coercion: AV-1 first met Carter in 2001. At that time, he fraudulently led her to believe that he was in love with her and that they were in a boyfriend/girlfriend relationship. AV-1 became pregnant with his child shortly thereafter. When AV-1 became pregnant with Carter's child, she stayed with Carter in one of his houses on 36th Street in Milwaukee. At the time, Carter did not reveal to her that the house on 36th and Garfield was a duplex that Carter used to house women he was prostituting (women in his "stable") and not even the house where Carter lived. After AV-1 found herself pregnant with Carter's child, she found out that Carter was not really living with her and had a long standing relationship with C.J. and had a separate home with her on 77th and Hampton Street.

Carter was not violent with AV-1 nor did he even suggest that she engage in commercial sex acts for his financial benefit until she was about 6 months pregnant. When she was about six months pregnant, AV-1 was returning from school by bus and was visibly pregnant. A platonic male classmate/friend saw her at the bus stop and offered her a ride. Knowing that Carter was very possessive of her, AV-1 feared Carter's reaction and asked her friend to drop her off a few blocks away from the house. Carter nonetheless found out from someone in the neighborhood. He came to the 36th Street address and dragged AV-1 by her hair across the room and told her he was going to show her he wasn't "playing" with her. He then bent a wire hanger into a "P" shape and heated it on the stove until it turned red hot. He removed AV-1's clothing and branded a "P" onto her buttock for "Pimpin' Paul." AV-1 could not move for fear that she would anger Carter even more. In addition, soon thereafter, he told her she had to perform oral sex on a friend of his because that friend had paid money for it. AV-1 did not want to do it but felt that harm would come to her if she did not obey his demands. After the branding, AV-1 incident felt that their relationship had changed because Carter acted less like a boyfriend and more like a pimp. Carter did not always stay overnight with AV-1 and sometimes stayed with C.A. Carter's behavior towards AV-1 changed and he became increasingly violent and AV-1 felt she had to do whatever he ordered for fear of repercussions.

At Carter's direction, AV-1 soon began dancing and seeing prostitution clients at a strip club (the Whitetail Gentleman's Club) on the Menominee Reservation where C.J. knew the owner. By then AV-1 realized that C.J. was Carter's bottom. According to AV-1, she had never prostituted before and did not want to, but felt that she could not

question Carter out of fear that he would harm her. Carter arranged for AV-2 to babysit AV-1's child while AV-1 stayed in Shawano 4 or 5 nights per week at a hotel near the strip club. Carter expected AV-1 to engage in commercial sex acts and to provide him with the money she obtained from performing commercial sex acts on his behalf.

AV-1's combined earnings for stripping and prostitution were between \$1000 and \$1500 per week, and Carter forced her to give all it to him. He then gave her approximately \$200 a week for expenses relating to her child, as well as upkeep of her hair and nails. These expenses were not for AV-1's benefit but rather to help him keep her presentable so that Carter could continue to prostitute her. When AV-1 was at the strip club Carter called her every night to find out if she was having a "good night," when what he really wanted to know is how much money she had made. On one occasion, AV-1 told him it was a slow night, so Carter surprised her by showing up at the club to make sure she wasn't lying. AV-1 worked 5 days a week and never took a day off, even if her child was sick, because she did not want to question Carter at all. During this time, Carter was consistently violent towards AV-1 and she suffered black eyes, head injuries, loosened teeth, and bruises all over her body from the constant abuse.

AV-1 managed to leave Carter but returned to him in late 2003 or early 2004 after he convinced her back with promises of money and providing for their child, which she believed. AV-1 also admitted to still having feelings for Carter at this time and wanting to provide a father for her child. She again began dancing and prostituting and giving Carter the proceeds. During this time, Carter's violence continued and she felt she had no choice but to commit commercial sex acts and give Carter the money. AV-1 eventually became pregnant again with Carter's child. Carter did not want the baby and Carter kicked AV-1 out of the house. AV-1 found a place to live on her own, but Carter continued to harass her. On one occasion Carter jumped out of the bushes as AV-1 was walking home and threatened to kill her. AV-1 then applied for and was granted a restraining order against Carter in May 2004.

Count Three: Conspiracy to Commit Forced Labor and Sex Trafficking by Force, Fraud and Coercion: Paul Carter and David Moore worked together as pimps in a conspiracy that spanned decades. In 2004, Paul Carter first met Moore as a result of Carter's attempt to persuade an adult woman, who was then working for Moore as an erotic dancer and prostitute, to work in the same capacity for Carter instead. Carter did not know that this woman was Moore's bottom and mother of Moore's first child. Moore confronted Carter and threatened to fight him, but Carter backed down. The two of them decided to talk it out and found that they got along well and could help each other out. In fact, Carter and Moore found that they had a lot in common and a "pimping" friendship developed between them. Individuals who know both Carter and Moore describe them as very close friends and confidants who helped each other out in their respective pimping businesses.

Following Moore's release from prison in 2006, and lasting until approximately 2012, Moore and Carter established and maintained a friendly association based upon the fact that both men were engaged in compelling women to work as erotic dancers and prostitutes through means of force, fraud, and coercion. Moore and Carter's association included both legal and illegal activities, which were intended to promote and support their sex and labor trafficking activities. Whether they were both in jail; both out of jail; or one of them was in jail, their bond remained. For example, Moore and Carter helped each other by bailing each other out of jail; by finding someone to title the other's vehicle in a nominee name; by traveling together as pimps (both in and out of the state of Wisconsin); and by helping each other improve their respective pimping businesses. Carter and Moore traveled to several strip clubs together in order to increase their pimping businesses; including Frontier, Northpoint, Whitetail Gentleman's Club, Scooters, Bonkers, and the River Queen.

The women Carter and Moore prostituted knew of Carter and Moore's relationship, knew that they had a special bond between each other, and knew that they were to be treated differently from other pimps. For example, a woman who was prostituted by Moore characterized Moore and Carter as extremely close friends. She recalled that Moore and Carter would do "rants" together in bars, which included such lines as, "You want to get with this pimping." According to this woman, Carter produced a mix CD which included a discussion of pimping. Both David Moore and his son, Najee Moore, had copies. Although Carter and Moore were both pimps, Carter never attempted to steal her away from Moore, nor did Moore ever warn her to beware of Carter. In fact, unlike any other pimp, she was permitted to talk to Carter, even when Moore was around and even told to call him "Uncle." In addition, although she had to look at her feet anytime she was with Moore and other pimps, due to the cooperative relationship between Moore and Carter; she did not have to do so when Moore was with Carter.

Carter and Moore drove the streets of Milwaukee primarily in Carter's vehicles, although occasionally in Moore's, cruising the streets on an almost daily basis for the purpose of identifying, enticing, recruiting, and obtaining young women who they believed could be compelled to work for them as erotic dancers and prostitutes through the use of force, fraud or coercion. Carter frequently traveled together with Moore to bars and erotic dance clubs for the same purpose. Moore and Carter would critique one another's approach to potential victims and competed in a friendly way with one another to obtain victims. On one occasion, Moore and Carter traveled to an erotic dance club in Iowa for the same purposes. Moore encouraged Carter to recruit white victims to dance and prostitute for him, based on Moore's perception that these victims would make more money for the person who controlled them. Moore frequently visited the Milwaukee "tracks," (areas well-known for prostitution activity) with Carter to observe and monitor the individuals working for Carter and to troll for victims.

On a routine basis, Carter would have Moore accompany him to the Greyhound Bus station in Milwaukee to pick up young women under Carter's control who were returning from out-of-town engagements where they engaged in erotic dancing and prostitution. Upon arrival, Moore would witness the women immediately give their earnings (thousands of dollars in cash) to Carter, stating, "Here, Daddy." Moore also accompanied Carter on trips to drop off several women for engagements at erotic dance clubs in Northern Wisconsin where they were required to earn money as dancers and to also procure prostitution customers and perform commercial sex acts for Carter's benefit.

Carter was a "gorilla pimp," and frequently used violence, force and other means of coercion to compel his victims to continue working for him as erotic dancers and prostitutes. He would show these acts of violence to Moore and made no attempt to conceal them due to their relationship. In Moore's presence, Carter inflicted frequent and arbitrary violence against the women working for him. Carter and Moore were together socially and shared their "pimping" world with each other. Although Moore counseled Carter to use less violence and, instead, employ other strategies to persuade and coerce victims to remain with Carter, Carter continued to use violence but still shared his strategies with Moore.

For example, on one occasion, in the winter of 2010, Moore accompanied Carter on a trip to Northern Wisconsin to drop off one of the women who was working for Moore at a club where a second woman who worked for Carter (AV-2) had a long standing relationship with the owners. AV-2 was to introduce the first woman, who Moore prostituted, to the strip club and help her get a job there so that she could dance and procure prostitution dates. At the direction of Moore and Carter, AV-2 spoke with the erotic dance club manager so that the first woman would be permitted to work there. Moore and Carter returned one week later to pick the women up. On the drive back to Milwaukee, Carter became angry with AV-2 as he perceived she had "disrespected" him and had not followed his pimp rules. Carter required her to place her head on the console between the two front seats for Carter to beat her. Carter continued to beat the woman throughout the trip to Milwaukee and the woman did not fight back.

One of the "pimp rules" is that a person who is in a pimp's stable cannot fight back; if she does, she will receive a more severe punishment. When they arrived in Milwaukee, Carter asked Moore to drive to a secluded area where Carter extracted the AV-2 from the van and continued to beat her on the street. Carter continued beating AV-2 on the street and the beating included Carter using the drawer of an abandoned dresser to severely beat the woman. Due to the relationship between Moore and Carter, Moore did not interfere and Carter felt comfortable acting this way in front of Moore.

On another occasion, Carter was with Moore at a Milwaukee bar and Carter required one of the women under his control (AV-2) to get down on her hands and knees and bark like a dog as a punishment for having accepted a drink from another man. Carter also confided to Moore, on a separate occasion, that he had beaten AV-2 and

described to Moore how Carter had broken AV-2's front teeth, because AV-2 had violated his pimp rules. Moore also saw Carter degrade AV-2, which he justified by claiming he needed to control AV-2. Carter required AV-2 to stand up before a group in a bar so that Carter could repeatedly punch her in the stomach while stating, "See, I can punch the bitch and she don't even flinch."

Carter and Moore participated together with other pimps in activities known as "Pimp Roundtables." The purpose of these functions was for Moore, Carter, and others engaged in sex and labor trafficking to convene and discuss methods to pressure pimps who were not following accepted norms (e.g., fighting among pimps, excessive violence against trafficking victims) to persuade them to correct their behavior. Carter participated in these roundtables with Moore; although Carter's own violent conduct was frequently the topic of these roundtable discussions.

When Moore was in jail, he wrote letters to Carter and included in one of the letters a prototype of a design that he suggested Carter could use as his emblem. Carter in fact used that design, which consisted of two interlocking "Ps" (representing the name Carter had given himself "Pimpn' Paul") to design jewelry for himself using the same motif. Carter and Moore were in jail together in November of 2014. During that time, they spent hours talking to each other and trying to find out how to defeat potential federal charges that could be brought against Carter. Carter told Moore of his various attempts to have witnesses not cooperate with law enforcement and the two of them tried to identify which individuals were cooperating with law enforcement.

Count Four: Sex Trafficking of AV-3 by Force, Fraud or Coercion: AV-3 met Carter in 2009, when Carter caught sight of AV-3 and followed the bus on which she was travelling. Carter persuaded AV-3 to travel with him to Green Bay, Wisconsin, where they stayed in a hotel, had sexual intercourse, and began, what AV-3 fraudulently believed, was to be a boyfriend/girlfriend relationship. Within a short time, Carter required AV-3 to work as a strip club dancer and prostitute. AV-3 earned approximately \$1500-\$2500 per week and Carter required her to relinquish all of her earnings to him. Carter imposed "rules" on AV-3, limiting her family visits to a few hours per week, insisting that she not look at other men, and requiring that she be dressed in provocative clothing at all times.

Carter also used extreme violence to control AV-3. For example, Carter insisted that AV-3 text him before and after prostitution clients. If AV-3 failed to do so, Carter would beat her. AV-3 recalled one such occasion when Carter took AV-3 to the basement of his home and beat her on her back and legs with a belt. AV-3 maintained a supply of witch hazel and Neosporin because of the frequent beatings Carter gave her. On another occasion, Carter was angry with AV-3 when she complained that she needed to have her hair done. Carter punched AV-3, struck her with a metal broom and, when she fell to the floor, kicked her in the mouth, breaking her front teeth. After this beating, Carter took AV-3 to the beauty supply store and insisted that AV-3 act cheerful. AV-3 remained with

Carter for approximately four years out of fear of what Carter would do if she tried to leave. During this time, AV-3 continued to work as a dancer and prostitute, relinquishing all of her earnings to Carter. Eventually, AV-3 decided to get a restraining order to keep Carter away from her and escaped.

Count Five: Sex Trafficking of AV-4 by Force, Fraud, or Coercion: AV-4 worked for Carter for approximately six weeks. She first met Carter in the summer of 2012 though a friend. Carter took an interest in AV-4. Carter was initially nice to AV-4 and made a point of showing off his wealth by taking her to see his custom made van and Cadillac. Carter told AV-4 that she could afford a fancy car if she worked for him and told her to pick out strip clubs where she could dance and meet prostitution clients. Carter also allowed AV-4 to have her own room in his house on 36th Street and fraudulently made her believe that she would be able to keep all the money she made dancing and committing commercial sex acts. Shortly thereafter, however, Carter began to limit AV-4's movements and AV-4 was not permitted to come and go as she pleased.

Carter instructed AV-4 to dance at the Whitetail Lounge, as well as some other clubs in the Northern Wisconsin area. Carter either purchased bus tickets for AV-4 to get to the clubs, or he drove her there himself. AV-4 made approximately \$1200 per week from stripping and prostitution and was responsible for paying for her food and lodging near the strip club. AV-4 gave the rest to Carter and he provided her lodging and basic necessities in Milwaukee. Carter frequently showed up unannounced at the club and in AV-4's hotel room to ask how much money she had made. AV-4 first noticed Carter's violent side in the way that he treated AV-2. Carter beat AV-2 in front of AV-4 on numerous occasions. On one occasion, Carter made AV-2 place her hand flat on the table with her fingers spread. He then used a knife to stab the table between each of her fingers repeatedly. Carter told AV-4 that as long as she did not mess up, these things wouldn't happen to her.

The first time that Carter threatened AV-4 was on the way home from the Whitetail Lounge. AV-4 had told one of the other women that she wanted to leave Carter and Carter found out. Carter appeared unannounced at the club and he and AV-4 rode back to Milwaukee alone. While in the car, Carter pointed to the surrounded wooded area and told AV-4 that no one would be able to find her in the woods. AV-4 thought that Carter was telling her that if she disappeared; no one would know. AV-4 sometimes went to the Whitetail but didn't want to see any prostitution clients, so she lied to Carter about how much money she was making. Whenever she did this and Carter found out, he beat her with his hands. AV-4 could not fight back because Carter was much larger than she was and she was afraid that if she resisted, the beating would be worse. Carter was also sexually violent with AV-4.

Carter once sent AV-4 to a strip club along with AV-5. Carter had given AV-4 the stage name of "Paradise" and AV-5 that of "London." Carter bought them bus tickets that said "Daddy's Paradise" (for AV-4) and "Daddy's London" (for AV-5). After dancing at

the club, AV-4 and AV-5 checked into a nearby motel and left their belongings in the room so they could go out to eat. When they returned to the room, AV-5's money was gone. When Carter called AV-5 told him that the money was gone. Carter called AV-4 and told her to take AV-5's phone and make sure AV-5 didn't leave, but AV-5 escaped. When Carter arrived, he choked AV-4 because she didn't force AV-5 to stay. AV-4 eventually escaped when Carter told her to dance at a club in Chicago. Carter took her to the bus station and put her on the bus to Chicago. When she saw Carter go back into the bus station, she immediately asked the bus driver to let her out on the road because she was being held against her will. The bus driver let her out and she ran until she had an opportunity to call for help.

Count 6: Sex Trafficking of AV-5 by Force, Fraud, or Coercion: AV-5 met Carter in Spring 2012. She had just turned 20, had left home, and had no job or place to live. Carter saw her on the street, showed AV-5 his diamond watch, and invited her to drive with him to his storage unit to see his custom van. Carter told AV-5 that if she stayed with him she could have these kinds of things and he offered to give her a "make over" for free. A few days later, AV-5, believing Carter's fraudulent claim that she could become wealthy, contacted Carter.

Carter took AV-5 to one of his homes where he introduced her to AV-2, whose stage name was "Summer" and AV-4, whose stage name was "Paradise." Carter told AV-5 that her stage name would be "London" and directed AV-2 and AV-4 to teach AV-5 how to dress provocatively and perform erotic dancing. He also directed AV-4 and AV-5 to take pictures of each other to be used to advertise their services. A short time later, AV-5 saw Carter assault AV-2. Carter told AV-5 that they had to pick up one of his girls who he needed to be disciplined for "acting up." Carter drove AV-5 to a club in Northern Wisconsin, where he picked up AV-2 and AV-4. Carter drove the group back to Carter's house, and directed AV-4 and AV-5 to sit at the dining room table and watch as he repeatedly beat AV-2. Carter struck AV-2 no less than ten times. AV-2 repeatedly fell to the floor and stood up to be beaten further.

The next day, Carter took AV-5 to his rented storage unit and forced her to have sex in the back of his customized van. Carter once took her to his garage to show her several pistols he kept there. Carter handled the firearms using gloves and threatened that if she ever left him, he would "blow her head off." Carter also had a menacing pit bull, which he said would "eat" her if she ran away. Carter demanded that AV-4, AV-5 and AV-2 call him "Daddy;" not look at or speak with other men; always walking behind Carter with their gaze directed downward; and holding hands with one another. Carter also physically and sexually assaulted AV-5 on numerous occasions.

Following the threats and assaults, which AV-5 both witnessed and endured, Carter told AV-5 that it was time for her to make more money for him. While at Wild Frontier, the strip club Carter sent her to, AV-5's wallet, containing all of her earnings was stolen. AV-5 overheard Carter talking about the theft and AV-5 learned that Carter

intended to beat her. AV-5, with the help of the club owner, was able to escape from the club.

Count 7: Sex Trafficking of AV-6 by Force, Fraud, or Coercion: AV-6 met Carter on or about October 12, 2012, at a time when she was having numerous personal problems. She was 18 years old. AV-6's boyfriend had just been arrested, her boyfriend's mother had thrown AV-6 out of the house she was living in, and her alcoholic father refused to take her in. AV-6 did not have a penny to her name and felt that she had nowhere to go. AV-6 was at a street corner pay phone crying when Carter approached her and convinced her to come home with him. At the time, AV-6 was in training to become a certified nursing assistant. She did not do any dates and told Carter this. Carter told her he would take her out of town to dance and that they would split the money. Carter fraudulently told AV-6 she would be strictly dancing and would not be required to prostitute.

The next day, Carter took AV-6 to a bar and bought her alcohol, after which AV-6 felt drugged and barely able to walk to the car. Carter took AV-6 back to his house and she awoke the next morning wearing only her bra, with Carter sleeping, naked, next to her. AV-6 could not recall having sex with Carter on that occasion; and was extremely disturbed by what had happened to her. On October 14, 2012, Carter told AV-6 that he was taking her to dance at a strip club on the Menominee Indian Reservation near Shawano, Wisconsin, and that they would split the earnings. During the drive, Carter told AV-6 that he had arranged some prostitution clients but AV-6 said she would only dance. Carter left AV-6 at a motel in Shawano with instructions to dance and procure prostitution customers. AV-6 earned approximately \$3,000 dancing and serving one prostitution customer.

When Carter returned, he demanded that AV-6 give him all the money and stated, "I'm a pimp, I stomp all my hoes." AV-6 said she did not want to continue and just wanted to go home, but Carter told her to stay the rest of the week, saying, "I see you get down. You showed me you can get it, so you ain't going anywhere." Carter told AV-6 that he wanted her to keep prostituting. When she resisted, he became violent, choking her and suffocating her with a pillow. As he held the pillow over her face, Carter stated, "Let me show you how easy it is to kill someone." AV-6, fearing for her life, acquiesced, and kept dancing at the club. Carter monitored AV-6 from the audience. After AV-6 finished dancing that evening, Carter took her back to the hotel room and told AV-6 to get undressed and began searching the room for more money. AV-6 retrieved \$4,000 which she had concealed in the heating vent and gave it to Carter. Carter insisted that AV-6 spread her legs so that he could examine her vagina to be sure she had not secreted money there. Carter then forced AV-6 to have sexual intercourse with him.

Carter drove AV-6 back to his apartment in Milwaukee and during the drive continued to threaten to have AV-6's boyfriend killed. At Carter's apartment, Carter backhanded AV-6, and ordered AV-6 to get on her knees, saying, "Do you know how

much strength I have over you." Carter later invited a group of his pimp friends over to smoke, and play cards and video games. Carter summoned AV-6 in front of the group of men and told AV-6 that he was going to "give" her to one of the other pimps. AV-6, believing that this was going to happen, retrieved her belongings and returned to the living room where Carter and the others laughed at her. Carter said he was joking. Later that evening, Carter warned AV-6 that she should not try to leave, because others were watching her. AV-6 waited and then checked each room of the house, when she realized no one was there, she escaped from the house and ran to nearby grocery store, where she reported to a security guard that she was being held against her will. The security guard contacted the Milwaukee police.

Count 8: Sex Trafficking of AV-7 by Force, Fraud, or Coercion: AV-7 first met Carter in late 2012 or early 2013, at the age of 18, when she and her infant son were living in the same neighborhood near Carter's 36th Street house. AV-7 knew of Carter's reputation as the "big homie" in the neighborhood, apparently having eyes everywhere. Carter at first appeared to be very nice to AV-7. He offered to buy her baby juice when she went to the corner store, and then began buying her marihuana on a regular basis. Carter eventually asked if he could take AV-7 out one night. AV-7 was not romantically interested but agreed because Carter had been respectful to her and her friends and had bought juice for her baby.

AV-7 hired a family member to babysit her son for the evening but didn't tell the family member where she was going because her family did not approve of her spending time with Carter due to his reputation. Carter told AV-7 that the clothes she was wearing were too casual for the date he had planned, so he took her to a local store where he bought her white leggings, a blue shirt, and high heels. AV-7 took a picture of herself once dressed in these clothes on that date. She provided the picture to investigators. He then drove her to a local bar in his white van, which had custom interiors to include leather banquette seating, a television, and a bar. Carter bragged about the van and told her "this is what money can do."

After arriving at the bar, AV-7 went to the bathroom and upon returning, Carter had ordered two mixed Ciroc vodka drinks for her. AV-7 had never tasted alcohol before but Carter pressured her to drink. AV-7 asked Carter why he was not drinking and he said it was because he was driving. After the two drinks, AV-7 began to feel woozy and nauseated.

While at the bar, Carter told AV-7 to only look down at the floor. Throughout the evening AV-7 had told Carter that she wanted to call her babysitter because she was expected home, but her phone was dead. Carter refused to let her borrow his phone or give her a charger for her phone. AV-7 recalls stumbling out of the bar with Carter supporting her and then driving with Carter to a storage unit, where he switched his van for a burgundy Crown Victoria. Carter carried her into the burgundy car.

Years later, after drinking vodka again for her 21st birthday, AV-7 realized that these were not normal symptoms of drinking two alcoholic drinks, and later realized that Carter had drugged her.

The next morning, AV-7 woke up completely naked in a bed. AV-7 went downstairs to find Carter and asked him why she was nude and if they had had sex. Carter told her he had undressed her because she was drunk and sweating, and that they did not have sex. AV-7 found her clothes in the kitchen and went into the bathroom to get dressed. Not knowing where she was, she asked Carter to drive her home. On the way there, Carter asked if she had a job and she told him that she didn't, but that she really needed one to support her son.

Carter said that he had someone for her to meet and drove AV-7 to his house on 36th Street, where she met AV-2. Carter introduced AV-2 as AV-7's new "wife-in-law," which AV-7 did not understand. AV-2 explained that she danced at strip clubs and was "breaking moves" and could help AV-7 get a job doing the same. AV-7 was interested in making money and agreed to try on some of AV-2's dancing clothes to see how they looked. AV-7 tried on the clothes and AV-2 photographed her. AV-2 then explained that Carter was her "Daddy" and that Carter also wanted AV-7 to "bust moves" for him. AV-7 then spoke to Carter about dancing and learned that he wanted her to give him all of her earnings in exchange for a room. AV-7 told Carter that if she was going to dance, it would be for her own profit and for more than just a room. Carter became angry and raised his hand to her, but didn't hit her because AV-7 threatened to tell her "people" in the community. AV-7 tried to walk home because she lived nearby, but when she went outside there were many people on the street and she didn't want to make a scene by arguing with Carter in public. Carter insisted on driving her home.

Over the next week, AV-7 heard from a number of people that Carter was a pimp and that "busting moves" referred to prostitution. AV-7 then understood that Carter had not only expected her to dance for his profit, but also to prostitute. Carter began sending texts to AV-7, asking if she was ready to "act right" by working for him and told her that she was a "renegade" and a "square" because she didn't want to "turn tricks." AV-7 did not respond. Carter then started to threaten her and telling her he was going to put naked pictures of her on Facebook (which he took when he undressed her that first night). AV-7 called the police anonymously and asked if she could press charges against someone who posted a naked video of her without her consent. The police advised her that she could. AV-7 then told Carter that if he continued to blackmail her, she would inform the police.

Count 9: Sex Trafficking of JV-1: JV-1 has a history of running away, and was placed in a juvenile detention facility after running away from a foster home. She eventually was adopted and appeared to be in a good home. JV-1 came to the attention of law enforcement after she alerted a juvenile detention facility nurse that she was being "pimped out." JV-1 met Carter in April 2013, when she 15. JV-1 had found her birth

mother and was attending a party at the home of her birth mother, who introduced JV-1 to Carter and told her to do whatever Carter said. Carter told JV-1 that he would pick her up the next day.

The next day, Carter picked up JV-1 and instructed her to "walk" on National Avenue, a high-prostitution area and a place often referred to as where one "walks the track." Carter told JV-1 how much to charge for different sex acts and told her she had to make at least \$600 a day. Over the next few months, JV-1 walked the street 3-4 times a week, earning \$600 or more each time. Carter took JV-1's earnings. On days when JV-1 did not walk on National Avenue, Carter required her to see prostitution customers at a house directly across from her birth mother's home. Carter gave her a cell phone so that he could contact her when a prostitution customer was expected.

JV-1 prostituted with Carter as her pimp from April 2013 until August 2013, during which time JV-1 was 15 years old. JV-1 reported that Carter also had seven other females in Carter's prostitution "stable," including a 16-year-old girl named Lizzy, from Memphis, Tennessee. JV-1 did not attempt to leave Carter because she feared him. Her fear increased when she saw Carter strike Lizzy in the face, knocking her to the floor. JV-1 was ultimately able to leave Carter in August, 2013 because Carter had not been heard from in a few days, so she felt it was safe to walk away.