FILED IN OPEN COURT
2/8/2017
CLERK, U S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE, FLORIDA

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 3:16-cr-93-J-32JRK

ELIAS SIMMONS

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, the United States Department of Justice Public Integrity Section (Criminal Division) (hereinafter referred to collectively as the "United States"), and the defendant, Elias Simmons, and the attorney for the defendant, Anthony Suarez, Suarez Law Group, P.A., mutually agree as follows:

A. Particularized Terms

1. Count(s) Pleading To

The defendant shall enter a plea of guilty to Counts One and Eighteen of the Indictment. Count One charges the defendant with Conspiracy to Commit Mail and Wire Fraud, in violation of Title 18, United States Code, Sections 1349, 1343, and 1341. Count Eighteen charges the defendant with Aiding and Abetting Theft of Government Funds, in violation of Title 18, United States Code, Sections 641 and 2.

2. Maximum Penalties

Count One carries a maximum sentence of 20 years of imprisonment, a fine of $250,000 or twice the gross gain or loss, a term of supervised release of up to 3 years, and a special assessment of $100 per felony count. If the defendant violates supervised release, the defendant could be sentenced to a maximum sentence of 2 years of imprisonment and an additional term of supervised release.

Count Eighteen carries a maximum sentence of 10 years of imprisonment, a fine of $250,000 or twice the gross gain or loss, a term of supervised release of up to 3 years, and a special assessment of $100 per felony count. If the defendant violates supervised release, the defendant could be sentenced to a maximum sentence of 2 years of imprisonment and an additional term of supervised release.

With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. Elements of the Offense(s)

The defendant acknowledges understanding the nature and elements of the offense(s) with which defendant has been charged and to which defendant is pleading guilty.

The elements of Count One are:

First: Two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit mail and wire fraud, as charged in the indictment; and

Second: The Defendant knew the unlawful purpose of the plan and willfully joined in it.

The elements of Count Eighteen are:

First: The money or property described in the indictment belonged to the United States;

Second: The Defendant aided and abetted the conversion of the money or property to his own use or someone else's use;

Third: The Defendant knowingly and willfully intended to deprive the owner of the use or benefit of the money or property; and

Fourth: The money or property had a value greater than $1,000.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the Defendant, Counts Two through Seventeen, and Twenty, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. Chapter Two Base Offense Level Stipulation

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States and the defendant agree to jointly recommend to the Court that the defendant's Chapter Two base offense level be calculated at 7 pursuant to USSG § 2B1.1(a)(1). The parties understand that such a joint recommendation is not binding on the Court, and if not accepted by this Court, neither the United States nor the defendant will

be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

6. Chapter Two Loss Calculation – USSG Section 2B1.1(b)(1)(H)

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States, based on the information available to it, estimates that the defendant will receive a 14-level increase pursuant to USSG § 2B1.1(b)(1)(H) due to the loss exceeding $550,000. The parties understand that such an estimate is not binding on the Court, and if the Court calculates the loss differently, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

7. 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 recommend 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.4., 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, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

8. 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 policies of the United States, 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 policies of the United States, 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, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. 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).

10. 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.

11. Forfeiture of Assets

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 US.C. § 982(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant or defendant's nominees.

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 agrees to waive all constitutional, statutory and procedural challenges (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.

If the United States seeks the forfeiture of specific assets 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. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control directly or indirectly, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant further 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 the defendant's 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.

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

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

B. <u>Standard Terms and Conditions</u>

1. <u>Restitution, Special Assessment and Fine</u>

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, <u>shall</u> 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. To ensure that this obligation is satisfied, the Defendant agrees to deliver a check or money order to the Clerk of the Court in the amount of $100, payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) 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. 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.

4. 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 within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his/her financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he/she 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 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 to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

5. 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.

6. 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).

7. Scope of 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 the Public Integrity Section of the United States Department of Justice (Criminal Division) and cannot bind other federal, state, or local prosecuting authorities, although the undersigned will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

8. Filing of Agreement

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

9. 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.

10. 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.

11. 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.

12. 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 2 day of February 2017.

Elias Simmons
Defendant

Anthony Suarez, Suarez Law Group
Attorney for Defendant

A. LEE BENTLEY, III
United States Attorney

A. Tysen Duva
Assistant United States Attorney

Michael J. Coolican
Assistant United States Attorney

Roger B. Handberg, III
Assistant United States Attorney
Chief, Criminal Division (North)

RAYMOND HULSER
Chief
Public Integrity Section
Criminal Division

Eric G. Olshan
Deputy Chief

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 3:16-cr-93-J-32JRK

ELIAS SIMMONS

PERSONALIZATION OF ELEMENTS

Count One (Conspiracy to Commit Mail and Wire Fraud):

1. Between in or about late 2012 and in or about early 2016, did you agree to participate with other individuals to try to accomplish a common and unlawful plan to commit fraud, which ultimately involved the use of a private mail carrier (Federal Express) and wire transmissions in interstate commerce (including email, check deposits, bank account transfers, use of an ATM debit card, cellular telephone calls, or text messages)?
2. Did you know the unlawful purpose of the plan and willfully participate or join in it?

Count Eighteen (Aiding and Abetting Theft of Government Funds):

1. From in or about July 2011 to at least in or about January 2016, did the compensation, Thrift Savings Plan (TSP) agency matching funds, and the TSP loan money disbursed to the individual described as Person C

in the indictment belong to the United States House of Representatives?

2. Did you aid and abet the conversion of that money to your use and the use of the individual described as Person C?
3. Did you knowingly and willfully intend to deprive the United States House of Representatives of the use or benefit of the money?
4. Did the money converted have a value greater than $1,000?

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

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v. CASE NO. 3:16-cr-93-J-32JRK

ELIAS SIMMONS

FACTUAL BASIS[1]

The defendant, Elias R. (Ronnie) Simmons ("Simmons"), is a resident of Laurel, Maryland. From 1993 to the present, Simmons served as Congresswoman Corrine Brown's Chief of Staff. Person A was a part-time employee of Brown's congressional office, who operated an independent consulting business (Entity A). Person B is a close relative of Brown, and a lobbyist in the Washington, D.C. area. Person C is a close relative of Simmons, and full-time teacher residing in Jacksonville, Florida. Person C's job title with Brown's congressional office was listed as, among other things, "Staff Assistant," "Outreach Specialist," or "Part-time Employee."

One Door for Education and Charitable Organization Status

On or about April 7, 2011, Carla Wiley submitted to the State Corporation Commission ("SCC") for the Commonwealth of Virginia articles of incorporation ("AOI") for a "Virginia Nonstock Corporation" named "One Door for Education –

[1] The Factual Basis is prepared by the United States. The factual basis does not include all pertinent or known facts concerning the charges and guilty plea, or all facts that the defendant has knowledge of. The factual basis is merely a set of facts designed to set forth sufficient information that the Court uses to determine if there is indeed a factual basis to accept the defendant's guilty plea.

Amy Anderson Scholarship Fund" (hereinafter "One Door"). Amy Anderson is the name of Wiley's mother.

The AOI specified that One Door was "organized exclusively for charitable, educational, and scientific purposes under section 501(c)3 [sic] of the Internal Revenue code, or corresponding section of any future tax codes." Wiley, who signed the AOI as an incorporator, was listed as One Door's "initial registered agent" and a "director" of the entity. Wiley's home address was identified as One Door's "initial registered office address."

On or about May 3, 2011, the SCC issued a letter addressed to Wiley officially incorporating One Door in Virginia as of the same day. The SCC assigned One Door the identification number ****908-5. On or about May 16, 2011, One Door also obtained a Tax Identification Number ("TIN") from the U.S. Internal Revenue Service ("IRS")—**-***1887. On or about September 30, 2012, the SCC automatically terminated One Door's corporate status for failure to pay an annual registration fee. The entity was reinstated almost two years later, on or about June 16, 2014, after Wiley paid the necessary reinstatement fees.

One Door has never been a section 501(c)(3) tax-exempt organization. At no time have contributions to One Door qualified as deductible charitable contributions. One Door has never filed federal or state tax returns for any tax year.

Under Virginia law, the Office of Charitable and Regulatory Programs (OCRP), a part of the Virginia Department of Agriculture and Consumer Services,

is responsible for the administration of the Virginia Solicitation of Contributions Law (VSOC). Pursuant to the VSOC, any entity soliciting charitable contributions in Virginia must be registered with OCRP, which publishes a list of any such registered entities. At no time has One Door been registered with OCRP.

The State of Florida also imposes registration requirements for entities that solicit charitable contributions within the state. Specifically, the Solicitation of Contributions Act requires anyone who solicits donations from people in Florida to register with the Department of Agriculture and Consumer Services and renew the registration annually. At no time was One Door been registered to solicit contributions in Florida.

One Door's Website

On or about April 9, 2013, Wiley registered the domain name onedoor4education.com. Between approximately 2013 and 2015, Simmons and Wiley coordinated on the appearance and content of One Door's website. As of in or about August 2014, the webpage contained four individual pages—"Home," "About Us," "Services," and "Contact Us."

On the "Home" page, the website represented One Door's full title and recited the entity's purported goal of "Providing scholarships and opportunities to students pursuing a degree in Education as well as opening doors in the community." Included beneath this statement was the additional slogan: "We make your education dreams a reality."

The "About Us" tab contained the following narrative under the heading

"Our Mission":

> Established in 2012, in honor of Amy Anderson, 30-year retired Loudoun County School teacher, who believed that it was opportunity and love of the field that creates good teachers ~ not just good grades.
>
> The scholarship foundation creates such an opportunity for those students that have the desire, the potential and may not see it until the "Door of Opportunity" opens.
>
> One Door also does a variety of work in the community to break down the small obstacles such as back packs, school supplies that some families might have so that all students have am [sic] opportunity to learn.

The "About Us" page also identified "Upcoming Events," including "A Night with Corrine Brown," a reference to a social reception held in Corrine Brown's honor in September 2014 during an annual conference in Washington, D.C.

As of in or about August 2014, the website's "Contact Us" page provided Wiley's contact information, under the phrase "Where the path to enlightenment begins." The "Contact Us" page also listed One Door's SCC identification number (****9085) and IRS TIN (**-***1887) under the heading "For Donations."

Subsequent to in or about August 2014, Simmons and Wiley made additional changes to the website, which were reflected on the website into early 2016. As part of these changes, Simmons and Wiley changed the slogan "We make your education dreams a reality" on the "Home" page to "We make your education dreams a reality through events and fundraisers." In addition, the page was updated with a series of nine new photographs: Corrine Brown appeared in three pictures.

The "Services" page of the updated website listed "Scholarships," "Financial Assistance to Families in the Community," "Volunteerism and Financial Support to the YMCA," and "Financial and Academic Support for Students in Need." The page contained three pictures, including two in which Wiley appeared. Finally, as of early 2016, the "Contact Us" page of the One Door website continued to include One Door's SCC identification number and IRS TIN, and Wiley's home address and phone number.

Misrepresentations Regarding One Door For Education and Misappropriation of One Door Funds

Wiley first opened a checking account in One Door's name in May 2011 at Capital One bank. The initial account was closed in May 2012. In late August 2012, Wiley established a new checking account at Capital One, also in One Door's name. Wiley signed the signature cards. Neither Simmons nor any other individual has ever been formally affiliated with the account.

On August 22, 2012, approximately one week prior to the opening of the second One Door bank account, Brown and Simmons issued a letter on Friends of Corrine Brown letterhead, which bore Brown's electronic signature, soliciting donations to One Door For Education in support of a reception honoring Brown coinciding with an annual conference in Washington, D.C. The letter advised that One Door was honoring Brown for her "efforts in the arena of protecting and promoting the advancement, health and wellbeing of minority youth." The letter directed checks to be made payable to One Door For Education, and stated that One Door was a "501c3" (tax exempt organization).

When the second One Door bank account was opened (late August 2012), Wiley gave Simmons the check book and debit card for the One Door account. Wiley subsequently gave to Simmons new debit cards and checks for the One Door account. Between in or about 2012 and in or about January 2016, Simmons used the One Door debit card to withdraw cash on dozens of occasions for his personal benefit, and the benefit of Brown, Wiley, and others. Simmons also wrote and signed dozens of One Door checks using Wiley's name, and frequently without Wiley's knowledge.

In late August 2012, One Door received its first significant donation of $25,000, which occurred after Brown had conversations with a representative of the lobbying firm in Washington, D.C., where Person B works. A Political Action Committee (PAC) affiliated with the cruise industry, which was formed by that lobbying firm to benefit the cruise industry, agreed to make a $25,000 donation to One Door in support of a purported fundraiser at the Democratic National Convention in Charlotte, North Carolina.

On August 21, 2012, after Brown discussed the donation with the representative of the lobbying firm, Simmons engaged in email correspondence with another representative of the lobbying firm and requested that the check be made payable to One Door For Education. When that representative emailed Simmons that he/she was having trouble finding information about One Door on the internet, Simmons emailed the individual a biography of Amy Anderson, which contained "One Door For Education" at the top. The last paragraph of the

biography stated:

> The One Door for Education Scholarship fund is for any student in the Loudon County Public Schools system that chooses to go into the Education field. It is the objective of the Scholarship fund to see that students all the way through their career, not only offering monetary support but emotional support where needed.

The $25,000 check was credited to the One Door account on August 31, 2012. Immediately prior to the deposit, the One Door account balance was $250. As set forth in greater detail below, just seven days later (September 7, 2012), Corrine Brown received her first $800 cash deposit, which originated from a withdrawal from the One Door Capital One account, into her personal Bank of America account.

From in or about August 2012 through in or about January 2016, Simmons and Wiley deposited approximately $833,847.32 into the One Door bank account—primarily via personal and corporate checks, several of which exceed $20,000. During the period in which Virginia had terminated One Door's corporate status—in or about October 2012 to in or about mid-June 2014—One Door deposits exceeded $400,000.

One Door donors included, among others, major corporations, private philanthropies, a PAC, and entities and individuals based in Jacksonville, Florida, the Washington, D.C. area, and elsewhere. Between in or about 2012 and in or about 2016, Brown, Simmons, and others acting on behalf of Brown solicited almost all of the donations to One Door, and made fraudulent misrepresentations about how the donations would be used. Brown directly solicited numerous

donations to One Door during dinner and other private meetings with donors. When Brown made these direct donation requests, she oftentimes provided envelopes to donors containing specific donation requests to One Door. The following day or soon thereafter, Simmons, at Brown's direction, routinely followed up on Brown's donation request via email recapitulating the agreement that Brown arrived at with the donor during the meeting. Brown oftentimes made these direct requests for donations to One Door when Brown solicited contributions to her political campaign (Friends of Corrine Brown), a PAC affiliated with Brown, and Brown's Legal Expense fund.

Checks from donors located in the Middle District of Florida were negotiated and deposited at Capital One locations in Virginia and Maryland, and many of the donations were transmitted to Simmons and Wiley via the United States Postal Service or Federal Express.

Between late 2012 and January 2016, One Door distributed only two scholarships to students for expenses associated with attending a college or university—including a $1,000 payment to an individual residing in Virginia. In contrast, the vast majority of funds deposited into the One Door bank account were used for the personal or professional benefit of Brown, Simmons, Wiley, and others. One Door expenditures include: (1) more than $200,000 in disbursements to cover costs associated with events hosted by Brown or held in her honor; (2) tens of thousands of dollars in ATM cash withdrawals from the account of One Door for Education, the bulk of which were made by Simmons in

Laurel, Maryland, which correspond to tens of thousands of dollars in cash deposits that Simmons made to Brown's personal bank accounts; (3) tens of thousands of dollars in checks made payable to Simmons; (4) more than $140,000 in cash withdrawals by Wiley or account transfers from the One Door account to her personal bank account; and (5) and other miscellaneous disbursements for the personal benefit of Brown, Simmons, Wiley, and Person B.

From 2012 through early January 2016, Simmons, Brown, Wiley, and others (including Person B) communicated via Google mail (Gmail) and AOL email, which wire transmissions traveled in interstate commerce, regarding One Door funds or purported fundraising events. Brown and Simmons and Simmons and Wiley also communicated via cellular telephone regarding One Door funds or purported fundraising events. The fundraising and other events included the following:

a. July 2013 golf tournament

In mid-2013, Brown, Simmons, Wiley, Person A, Person B, and others planned a golf tournament hosted by Brown and held in July 2013 at the TPC Sawgrass in Ponte Vedra Beach, Florida. The golf tournament took place during the July 2013 national meeting of an industry trade group in Jacksonville, Florida. A flier for the golf tournament, which contained Brown's picture and official seal of the House of Representatives, represented that "One Door Education Foundation, Inc." was sponsoring the tournament "[t]o benefit the [trade group] Jacksonville Chapter Scholarship Fund and Other Community Non-Profits."

Person A was listed as a point of contact for the event.

Between May and July 2013, Brown, Simmons, and Wiley caused to be transmitted to potential donors letters on One Door letterhead that bore Brown's signature and the official seal of the House of Representatives. In addition to describing the golf event, the letter represented: "One Door for Education Foundation, Inc. is a non-profit organization that will use this golf outing to raise funds for [the trade group's] Jacksonville Chapter scholarship fund and other community non-profits." The letter continued: "I [Brown] am asking you to become a sponsor." An attached sponsorship form described sponsorship levels ranging from $125 to as high as $20,000, at which level a "sponsor" was eligible to play in a foursome with a public official. The letter solicited donors to write checks to One Door For Education.

In connection with the golf event—as well as other One Door donations—Simmons and Wiley drafted and sent donors "Gift Receipts," bearing the One Door logo and stating: "For tax purposes, no goods or services were provided for this gift. One Door for Education is a 501(c)(3) Public Charity incorporated in Virginia. Its Tax ID is [**-***1887]." One Door was not properly registered as a 501(c)(3) organization and donations to the entity were not tax deductible. Simmons was directly informed that One Door was not properly registered as a 501(c)(3) tax exempt organization on multiple occasions, including in June 2013 when Simmons communicated, at the behest of Corrine Brown, with an individual (J.L.W.) who was affiliated with a potential donor via email about donations to

One Door. The email communicates between Simmons and J.L.W. made clear that One Door was not a 501(c)(3) tax exempt organization.

Tens of thousands of dollars in One Door funds were used to cover expenses related to the golf event hosted by Brown. Although numerous donors wrote checks to One Door in connection with the golf event, no money was raised for "[the trade group's] Jacksonville Chapter scholarship fund" or any other non-profit.

b. Annual Receptions in Washington, D.C.

In or about September of 2012, 2013, 2014, and 2015, the One Door bank account was used to pay tens of thousands of dollars in expenses related to parties held during an unrelated non-profit foundation's week-long annual conference in Washington, D.C. In each year, Brown, Simmons, Wiley, Person B, and others planned the events, which were held in Brown's honor at luxury hotels in downtown Washington, D.C. In various years, One Door funds were used to pay for, among other things, transportation, catering, entertainment, and lodging, including lodging for Simmons, Wiley, and several of Brown's employees.

In connection with the 2014 reception, expenses also included charges for an alcoholic beverage named the "Queen Corrine" and a $750 birthday cake for Person B. Simmons, Wiley, and others drafted and transmitted invitations to the annual parties, referring to each as "A Night with Corrine Brown," via U.S. Mail and email.

An invitation transmitted in 2013 contained Brown's picture, details of the event, and the following representation:

> The reception is being hosted by One Door For Education Foundation, Inc., which offers scholarships to underprivileged students pursuing education degrees . . . . We are hopeful that you will contribute to this worthy cause – any contributions will be appreciated.

Attendees comprised, among others, personal and professional acquaintances of Brown and Simmons. Tickets to the events were free. Although tens of thousands of dollars in One Door funds were used toward expenses for each of the annual parties in 2012, 2013, 2014, and 2015, One Door raised no money for charitable causes in connection with these events.

c. July 2013 Concert

In or about July 2013, Person A hosted a purported fundraiser in a luxury box during a Beyonce concert at the Verizon Center in Washington, D.C. Approximately $10,000 in One Door funds were used to pay expenses in connection with this event. No money was raised for scholarships or educational opportunities for disadvantaged students.

d. September 14, 2014 NFL Game

On September 14, 2014, Brown hosted another purported fundraiser in a luxury box during at an NFL football game at FedEx Field in Landover, Maryland between the Jacksonville Jaguars and Washington Redskins. Approximately $30,000 in One Door funds were used to pay expenses for the event. On the morning of the game, Brown and others flew in a private plane, which the owner

of the plane donated for the day based upon false representations by Brown and Simmons that the plane would be carrying donors for the charitable fundraising event, from Jacksonville to Baltimore, Maryland. Brown was then transported to FedEx Field for the game. Donors provided money ultimately used to pay expenses for the luxury suite based upon misrepresentations by Brown and Simmons that funds would be used to take underprivileged students to the game, and that money would be used for scholarships for underprivileged students. No money was raised for scholarships or educational opportunities for disadvantaged students at the event. No students attended the game based upon checks written to One Door.

e. The July 2015 China Trip

In July 2015, Corrine Brown and Ronnie Simmons participated in an endeavor with a group in Washington, D.C., to send nineteen individuals to China in an educational exchange program. Brown wrote letters to potential donors seeking donations to fund the China trip. The correspondence sought donations to One Door For Education. Through the fundraising efforts, Brown and Simmons obtained approximately $85,900 in donations in July 2015 alone, but used approximately $55,000 for expenses associated with the China trip. The One Door funds were used to pay for airline tickets and expenditures associated with obtaining visas for the attendees, which included high school age students. Many of the China trip attendees were individuals with an association with Brown and Person B, including Person B's half-sister, the wife of the pastor of Brown's

church, and the pastor's son and son's girlfriend. Carla Wiley had no involvement in planning the China Trip. Brown and Simmons did not return any of the excess funds raised in connection with the China Trip, and in July 2015, Simmons, acting at Brown's direction, withdrew a total of $2,400 cash from the One Door account and deposited $2,300 into Brown's personal Bank of America account.

Cash Withdrawals from One Door Account and Corresponding Cash Deposits into Corrine Brown's Accounts

On numerous occasions between in or about 2012 and in or about late 2015, Simmons, at Brown's direction, used the One Door debit card to withdraw cash from the One Door account at an ATM approximately two miles from his residence in Laurel, Maryland. In numerous instances, Simmons (who was never signatory to the One Door account) withdrew cash from the One Door account, and then deposited equal or similar amounts of into Corrine Brown's personal accounts. During this period of time, Brown, on numerous occasions, asked Simmons the balance of the One Door bank account when asking for money to be deposited from the One Door bank account into Brown's personal bank account. The following are illustrative examples of these transactions:

a. On or about September 7, 2012—seven days after the initial $25,000 donation by the PAC was credited to the One Door account—Simmons withdrew $800 in cash from the One Door account at a Capital One branch near Simmons' residence in Laurel, Maryland. That same

day, Brown deposited $800 in cash into her Congressional Federal Credit Union account.

b. On September 14, 2012, Person A deposited a One Door Capital One "starter" check in the amount of $4,000, which Person A received from Simmons, into Person A's business (Entity A) bank account. Wiley pre-signed the starter checks before she provided the starter checks to Simmons. On September 19, 2012, Person A wrote a $3,100 check to cash from the Entity A bank account. That same day, Person A deposited $2,000 cash into Corrine Brown's Bank of America account at a branch in Jacksonville. One minute later, Person A deposited $500 cash into Person B's Bank of America account.

c. On or about October 19 and 20, 2012, Simmons withdrew $800 cash each day from the One Door account at the same Capital One branch near his residence, and on or about October 19 and 22, Simmons deposited $1,000 and $800 cash, respectively, into Corrine Brown's Bank of America account at a branch near Simmons' home in Laurel, Maryland, and located approximately one mile from the Capital One branch in Laurel.

d. On or about February 25, 2013, Simmons withdrew $800 cash from the One Door account at the same Capital One location and deposited $800 cash into Corrine Brown's Bank of America account in Laurel.

e. On or about June 29, 30, and July 1, 2013, Simmons withdrew $800 cash each day from the One Door Capital One account in Laurel. On July 2, 2013, Simmons deposited $2,100 cash into Corrine Brown's Bank of America account in Laurel. That same day, Brown wrote a check for $2,057.00 to cover taxes owed to the IRS as a result of Brown filing an Amended Form 1040 Return in 2013 for tax year 2010.

f. On August 5, 2013, Person A deposited a One Door check in the amount of $3,055.16 made out to Entity A, on which Simmons signed Carla Wiley's name on the signature line, into the Entity A account. On August 6, 2013, Person A wrote a $3,000 check from the Entity A bank account payable to cash. Eleven minutes later, Person A deposited $2,000 cash into Corrine Brown's Bank of America account, and later provided the additional $1,000 cash directly to Corrine Brown.

g. On or about August 9, 10, 11, 12, and 13, 2013,

Simmons withdrew $800 cash each day (for a total of $4,000 in cash) from the One Door Capital One account. On or about August 13, 2013, Simmons deposited $3,000 cash into Corrine Brown's Bank of America account in Laurel.

h. On August 9, 2013, Person B deposited a One Door check dated July 14, 2013, in the amount of $3,000 into Person B's Bank of America account when Corrine Brown and Person B were shopping in the Beverly Hills, California, area. The memo line on the $3,000 One Door check read "Children summer camps." Simmons had previously signed Carla Wiley's name on the signature line of the check and provided the blank One Door check to Brown and Person B. That same day, Person B transferred $1,000 to Corrine Brown's Bank of America account. None of the $3,000 was used for any children's summer camp, or other benevolent purpose involving One Door. Instead, much of the money was used for shopping in the Beverly Hills, California, area.

i. In addition, on August 13, 2013, Person A deposited a One Door check in the amount of $2,086.10 made out to Entity A, on which Simmons signed Carla Wiley's name

on the signature line, into the Entity A account. Two minutes later, Person A wrote a $500 check from the Entity A account payable to cash. That same day, Person A deposited $400 cash into Corrine Brown's Bank of America account in downtown Jacksonville. The following day (August 14, 2013), Person A wrote an Entity A check payable to cash in the amount of $1,250. Thirteen minutes later, Person A deposited $1,250 cash into Corrine Brown's Bank of America account at the State Street location in downtown Jacksonville.

j. On September 3, 2013, Person A deposited a One Door check in the amount of $2,500 made out to Entity A. The memo line read "consultant." Simmons signed Carla Wiley's name on the signature line of the One Door check. On September 5, 2013, Person A wrote an Entity A check payable to cash in the amount of $1,800. Fifteen minutes later, Person A deposited $900 into Corrine Brown's Bank of America account and $900 into Person B's Bank of America account.

k. On September 9, 2013, Person A deposited a One Door check in the amount of $2,000 made out to Entity A. The memo line read "consultant." Simmons signed Carla

Wiley's name on the signature line of the One Door check. On September 11, 2013, Person A wrote an Entity A check payable to cash in the amount of $1,700. Approximately two hours and thirty minutes later, Person A deposited $1,000 cash into Corrine Brown's Bank of America account and $500 cash into Person B's Bank of America account in Jacksonville.

l. On January 16, 2014, Simmons engaged in email correspondence with donor J.P. seeking a donation to One Door. Based on fraudulent misrepresentations and omissions by Brown and Simmons regarding the use of the money, J.P. transmitted a $10,000 check to Simmons, which was deposited into the One Door account in Laurel on January 21, 2014. Immediately prior to the $10,000 donation being credited to the One Door account, the One Door account had a negative balance of $201.92. On January 24, 2014, Simmons withdrew $800 cash from the One Door Capital One account in Laurel, and, on the same day, Simmons deposited $800 cash into Corrine Brown's Bank of America account in Laurel.

m. On June 11, 2014, Simmons withdrew $800 cash from

the One Door Capital One account in Laurel, and, on the same day, $500 cash was deposited into Corrine Brown's Congressional Federal Credit Union account.

n. On September 20 and 22, 2014, Simmons withdrew $800 cash each day from the One Door Capital One account in Laurel, and, on September 22, 2014, Simmons deposited $1,600 cash into Corrine Brown's Bank of America account in Laurel.

o. On or about March 4, 2015, and March 17, 2015, Simmons withdrew $800 cash from the One Door Capital One account in Laurel, and on each day $800 cash was deposited into Corrine Brown's Congressional Federal Credit Union account.

p. On or about July 20, 24, and 28, 2015, Simmons withdrew $800 cash from the One Door Capital One account in Laurel, and Simmons deposited $800, $800, and $700 cash each day into Corrine Brown's Bank of America account in Laurel.

q. On September 16 and 26, 2015, Simmons withdrew $800 each day from the One Door Capital One account in Laurel, and on each day deposited $500 cash into Corrine Brown's Bank of America account.

Other Transactions Resulting in Cash Deposits to Corrine Brown's Accounts

In addition to the One Door transactions resulting in large cash deposits into Corrine Brown's bank accounts, and, at times Person B's bank account, Brown and Simmons worked together to engage in other financial transactions that resulted in large cash deposits into Corrine Brown's bank accounts. The following are examples:

a. On September 15, 2014, one day after the NFL game between the Jacksonville Jaguars and Washington Redskins where Corrine Brown hosted the referenced purported fundraiser, Person A cashed a check in the amount of $2,000 from the Friends of Corrine Brown (Campaign account) payable to Person A, on which Simmons signed the name of the listed Treasurer of the Friends of Corrine Brown account on the signature line. Simmons (not the listed Treasurer for Friends of Corrine Brown) maintained the checks for that account. At Brown's direction, Person A cashed the check, and about fifteen minutes later deposited $1,000 cash into Corrine Brown's Bank of America account, and another $1,000 into Person B's Bank of America account.

b. In addition, on September 15, 2014 (one day after the referenced NFL game), Corrine Brown and Person B

traveled via flight from Washington, D.C., to New York, New York, to meet with donor R.L., an owner of private medical facilities in New Jersey. During the meeting with R.L., Brown asked R.L. for $10,000 to cover purported costs in connection with a Florida based magazine's October 2014 commemorative issue featuring Brown. R.L. wrote "printing" on the memo line of the $10,000 check, and, at Brown's direction, left the payee line blank. Brown then provided the check with the payee left blank to Simmons, and instructed Simmons to write the name of Entity A on the payee line and then send the check to Person A. The following day, Simmons sent a Federal Express package (tracking number 7711 7582 2205) from Brown's Congressional Office in Washington, D.C. to the attention of Person A at Brown's district office in Jacksonville, Florida. On September 17, 2014, Person A received the $10,000 check, on which Simmons had written the name of Entity A on the payee line, and, as instructed, deposited the check into the Entity A bank account. Person A then engaged in the following transactions involving R.L.'s $10,000 check:

1. On September 22, 2014, Person A wrote a

$4,000 check to cash from the Entity A bank account, and approximately forty minutes later deposited $3,000 cash into Corrine Brown's Bank of America account, and $1,000 cash into Person B's Bank of America account in Jacksonville.

2. On September 23, 2014, Person A wrote a $3,500 check payable to cash from the Entity A bank account, and approximately forty-five minutes later deposited $2,000 cash into Person B's Bank of America account in Jacksonville.

3. On September 29, 2014, Person A wrote a $2,500 check payable to cash from the Entity A bank account, and one hour later deposited $1,000 cash into Corrine Brown's Bank of America account, and another $1,000 into Person B's Bank of America account. Both $1,000 cash deposits were made at the same branch in Jacksonville.

c. On November 17, 2014, Person A cashed a check in the amount of $2,640 from the Friends of Corrine Brown

account payable to Person A, on which Simmons signed the name of the listed Treasurer on the signature line. At Brown's direction, Person A cashed the check, and approximately three hours later deposited $1,000 cash into Corrine Brown's Bank of America account, and another $1,000 into Person B's Bank of America account. Person A provided the additional $640 cash to Corrine Brown.

d. On September 10, 2015, At Brown's direction, Person A left a check from Entity A in the amount of $2,200 at Person A's residence for another individual to pick up because Person A was traveling away from Jacksonville that day. After Person A discussed how the check should be deposited with Brown, Person A wrote the check with the other individual as the payee. That individual retrieved the Entity A check from Person A's residence and then traveled to Entity A's bank and cashed the check. That same day, approximately two hours later, the individual deposited the $2,200 cash into Brown's Bank of America account at the Moncrief Road branch in Jacksonville.

Simmons' Access to and Misuse of One Door Funds

Between late 2012 and January 2016, in addition to cash that Simmons withdrew using the One Door debit card, Simmons also received tens of thousands of dollars in checks written from the One Door account. During this time, Simmons also used the One Door debit card to cover personal expenses, including, among other things, airfare, lodging, and a rental car in connection with a vacation that Simmons and Wiley took to Miami Beach, Florida (during which Simmons and Wiley stayed at the luxurious Fontainebleau hotel). These expenses did not further One Door's purported charitable goals.

Simmons, oftentimes prompted by Brown, routinely asked Wiley (including via email) to check the One Door account balance.

Miscellaneous Expenditures

Additional One Door funds were used for the personal benefit of Brown, Simmons, Wiley, Person B, and others, and not to further One Door's purported charitable goals. These additional expenses include airfare for Brown, Simmons, and Person B. In addition, in September 2014, $5,000 in One Door funds were used to help pay for the referenced Florida-based magazine's October 2014 commemorative issue featuring Brown, whose picture appeared on the cover along with Brown's campaign slogan "Corrine Delivers!" Although One Door funds were used to cover expenses related to the magazine, the cover indicated that it had been paid for by Friends of Corrine Brown.

Corrine Brown's, Elias Simmons', and Carla Wiley's Omissions

At no time did Corrine Brown, Elias Simmons, or Carla Wiley disclose to One Door donors that funds from the One Door bank account were being used for the personal benefit of Brown, Simmons, and Wiley, and not solely in support of One Door's purported educational and charitable mission.

Simmons' Theft of Government Funds

Between July 2001 and approximately March 2016, the United States House of Representatives has disbursed approximately $735,000 in gross compensation to Person C. Person C was listed on official records of the United States House of Representatives as, among other things, "Staff Assistant," "Outreach Specialist," or "Part-time Employee." Person C also contributed to a government retirement account known as Thrift Savings Plan (TSP) from the gross pay received, and the United States House of Representatives matched portions of those contributions. Person C maintained health insurance benefits through this purported employment. At no time did Person C perform legitimate work for Brown's congressional office or the House of Representatives.

Simmons orchestrated Person C becoming a listed employee with Brown's congressional office for the purpose of misappropriating Person ~~B's~~ C's ATD salary for his and Person ~~B's~~ C's ATD personal benefit. Between July 2009 and January 2016, approximately $96,000 in net compensation was deposited into Person C's Congressional Federal Credit Union account, to which Simmons became signatory in March 2012. Person C also obtained two loans totaling

approximately $73,000, which were drawn from Person C's TSP account. Person C had a separate bank account that received Person C's pay for Person C's employment as a full-time teacher residing in Jacksonville, Florida, which pay Person C used to pay normal monthly expenses.

Simmons obtained approximately half of the $96,000 and actively participated in converting that money to his own use between July 2009 and January 2016. For example, Simmons' boat loan (held by Key Bank) was routinely paid from the money deposited into the Congressional Federal Credit Union account. In 2005, Simmons signed a note with Key Bank for $113,000 to finance the boat. The amortization period was 240 months. The monthly payment is $844.50. Simmons wrote checks off the account (signing Person C's name on the signature line) to pay the note. Simmons and Person C also communicated via email concerning the balance in the account, including when Simmons caused a negative or low balance on the account when paying Simmons' boat loan.

In addition, on March 17, 2010, a TSP loan in the amount $35,950 was credited to Person C's Congressional Federal Credit Union account. On March 22, 2010, $5,000 of those funds were used to electronically pay Simmons' VISA credit card bill. That same day, Person C wrote a check to Person C for $12,100. On June 8, 2010, Simmons wrote a check from Person C's Congressional Federal Credit Union account (signing Person C's name on the signature line) to himself in the amount of $4,000.

On February 11, 2014, a TSP loan in the amount of $37,050 was credited to the joint account of Simmons and Person C. On February 26, 2014, $20,000 of the TSP loan funds were transferred from the joint Congressional Federal Credit Union account to Simmons' personal account. That same day, $5,000 of the TSP loan funds were transferred to an account of a close relative of Simmons and Person C. On February 19, 2014, a payment was made on Simmons' boat loan from the joint Congressional Federal Credit Union account.

Between July 2009 and January 2016, Simmons used for his personal benefit at least $80,000 disbursed by the United States House of Representatives to Person C.