

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

FILED
JUL - 8 2019
CLERK'S OFFICE
U.S. DISTRICT COURT
ANN ARBOR, MI

United States of America,

No. 18-CR-20224

Plaintiff,

Hon. Laurie J. Michelson

v.

Offense:

D-1 LARRY A. HOLLEY,

Count 1: 18 U.S.C. § 1349;

Conspiracy to Commit Wire Fraud and
Mail Fraud

Defendant.

Maximum Penalty:

Count 1: Up to 20 years

Maximum Fine:

Count 1: Up to \$250,000

Mandatory Supervised Release:

Count 1: Up to 3 years

Rule 11 Plea Agreement

Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, defendant LARRY A. HOLLEY and the government agree as follows:

1. Guilty Plea

A. Count of Conviction

Defendant will enter a plea of guilty to Count One of the Indictment, which charges him with conspiracy to commit wire fraud and mail fraud, in violation of 18 U.S.C. § 1349.

B. Elements of Offense

The elements of Count One are as follows:

1. Two or more people agreed to conduct a scheme to defraud that would use commercial interstate mail carriers and interstate wire communications for the purpose of executing the scheme; and,
2. The defendant knowingly and voluntarily formed or joined that agreement.

C. Factual Basis for Guilty Plea

The following facts are a sufficient and accurate basis for defendant's guilty plea:

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Beginning in or around January 2014 and continuing until on or about ^{at least} March 29, 2017, defendant LARRY A. HOLLEY knowingly and voluntarily conspired and agreed with others to conduct a scheme to defraud and to obtain money by means of false and fraudulent material pretenses, representations, promises, and omissions, using an entity named Treasure Enterprise, LLC ("Treasure Enterprise") and using a private commercial interstate mail carrier and interstate wire communications.

Defendant HOLLEY is the pastor of a Flint, Michigan-based church called Abundant Life Ministries International, Inc. ("Abundant Life") and the head of Treasure Enterprise and of Kingdom Asset Management LLC, an entity involved with Treasure Enterprise's real estate investments under the scheme. HOLLEY was also the leader of the fraudulent scheme. HOLLEY used his position as a pastor to recruit new investor victims to the fraudulent scheme, and he directed others associated with the scheme to use new investor victims' funds to pay interest and repay principal to earlier investor victims.

Co-defendant PATRICIA E. GRAY, a.k.a. PATRICIA ENRIGHT, played a key role in recruiting new investor victims to the fraudulent scheme, managing the transfer of new investor victims' funds to Treasure Enterprise, and handling investor victims' complaints when they were not paid the amounts they had been promised.

HOLLEY, GRAY, and their associates held conferences and seminars at churches in Michigan and other U.S. states to help churches raise money and to give financial management advice to individuals. These events frequently were attended by members of the churches for which money was being raised. HOLLEY and GRAY used these events to identify potential new investor victims for their scheme, for instance by having participants fill out cards listing their assets. HOLLEY, GRAY, and others then held individual meetings with selected participants to convince them to invest with Treasure Enterprise by turning over to Treasure Enterprise their 401(k) and IRA retirement savings, proceeds from personal loans, or other cash assets. As part of the scheme, HOLLEY, GRAY, and others developed promotional brochures, a website, and other materials to solicit investors, and also solicited investors on a Christian radio station. HOLLEY further solicited funds for the scheme from at least three congregants who attended HOLLEY's church, Abundant Life, and with whom he had a ministerial relationship.

In meetings with potential investor victims, GRAY and others under HOLLEY's direction fraudulently solicited funds through material false promises and omissions that the funds would be used for investments in real estate in the Flint, Michigan area or in legitimate securities. HOLLEY and GRAY promised investors high, guaranteed rates of return ranging from approximately 3% to 21% per year and further promised that investors were guaranteed to receive back their principal at the end of the investment term or at earlier times if they were not satisfied with the investment. Investors were given signed promissory notes stating the guaranteed interest rate and the investment term. HOLLEY signed at least one such promissory note.

Investors were told that their 401(k) or IRA funds would be rolled over into a "qualified plan" or a "self-directed IRA" with Treasure Enterprise, and that no tax consequences would result. GRAY told individuals that she was licensed to conduct such rollovers and worked

directly with individuals and their existing retirement plan managers to transfer funds to Treasure Enterprise using a commercial interstate mail carrier and interstate wire communications. In reality, neither GRAY nor anyone at Treasure Enterprise had a financial securities license that would authorize the movement of individuals' 401(k) or IRA plans. Instead of being rolled over into a qualified plan or self-directed IRA, investor funds usually were deposited into Treasure Enterprise's business bank account, resulting in additional tax liabilities for investors.

HOLLEY and others under his direction also convinced investor victims to enter into "Personal Funding Agreements," pursuant to which Treasure Enterprise affiliates applied for multiple personal loans in investors' names and then had the borrowed money transferred to Treasure Enterprise for purported real estate investments. In exchange, investors were promised payments that would cover the loan payments and provide investors with a guaranteed profit. When Treasure Enterprise failed to make the promised payments, at least one investor victim was forced to file for bankruptcy.

Contrary to the material representations made to new investors by HOLLEY, GRAY, and others, new investor funds were used to make interest and principal payments to earlier investors, for the personal benefit of HOLLEY and GRAY, for the benefit of Abundant Life, and to pay others working for Treasure Enterprise. HOLLEY and GRAY did not tell new investors that their money would be used for these purposes, and that all or part of their investments would be used to repay earlier investors.

In at least 2015 through 2017, Treasure Enterprise was unable to pay a substantial number of investors their promised interest payments and principal amounts as they came due. When investor victims contacted Treasure Enterprise asking for their money, HOLLEY, GRAY, and others made excuses for the delays, made deceptive statements intended to lull investors into believing their investments were safe, and continued to solicit new investments to cover the growing shortfalls. When new investor funds were received, HOLLEY directed his associates regarding which earlier investors to pay, how much to pay them, and when to pay them. HOLLEY and GRAY continued not to tell new investor victims that all or part of their money would be used

to repay earlier investors, or to tell earlier investors that their guaranteed payments were dependent upon securing new investor funds.

In one example of the fraudulent scheme, in or around January 2016, HOLLEY and GRAY solicited a new investor victim, R.W., and convinced him to transfer his retirement savings to an IRA managed by Treasure Enterprise for the purpose of investing in commercial property in Flint, Michigan, in exchange for a guaranteed 10% annual return for five years. ~~Prior to investing, the victim met and spoke with HOLLEY and was led to believe that HOLLEY could be trusted because he was a minister.~~ Once the check for the victim's IRA funds had been delivered to Treasure Enterprise by FedEx, however, the funds were deposited into Treasure Enterprise's general business account, rather than an IRA. This brought the balance in Treasure Enterprise's business account from approximately \$40,000 to approximately \$200,000. These new funds were not invested in commercial real estate. Instead, within two days of the deposit, HOLLEY directed his associates to wire \$100,000 to an earlier investor who had been demanding the return of a \$200,000 principal investment since that earlier investor's promissory note had come due in or around October 2015.

In another example of the fraudulent scheme, in or around 2014, HOLLEY, GRAY, and others solicited an investor victim, M.S., who had disclosed her financial assets to them during a conference held by HOLLEY at her church. HOLLEY invited the victim to Flint, Michigan for a weekend and took her around to show her purported real estate investments. During this time, HOLLEY acted as a mentor, friend, and spiritual advisor to the victim. As a result, the victim was persuaded to work with Treasure Enterprise affiliates to take out numerous personal loans and to transfer the loan amounts to Treasure Enterprise. The victim was told that the funds would be invested in real estate and she would receive guaranteed loan and interest payments in return. At least 15 loans for an estimated total amount of \$500,000 were taken out in the victim's name and transferred to Treasure Enterprise. When all payments to the victim stopped in or around August 2016, the victim was forced to file for personal bankruptcy.

On March 29, 2017, a receiver took over the assets of Treasure Enterprise, HOLLEY, GRAY, and others, pursuant to court orders obtained by the Securities and Exchange Commission ("SEC"). When

the fraudulent scheme was shut down by federal authorities in March 2017, at least 160 investors in Treasure Enterprise, with investments dating as far back as at least 2011, suffered substantial financial harm, with total losses of at least between \$3.5 million and \$9.5 million. Some initial investors or investors with short-term investments received payment of their interest and principal.

Between approximately 2011 and 2017, HOLLEY and his family received approximately \$600,000 from Treasure Enterprise. Abundant Life, HOLLEY's church, received another approximately \$230,000 from Treasure Enterprise. HOLLEY also used funds taken from Treasure Enterprise to pay off his home when it went into foreclosure. The home was valued at approximately \$515,000 as of April 2016. *LSM*

2. Sentencing Guidelines *CP*

A. Standard of Proof

The Court will find sentencing factors by a preponderance of the evidence.

B. Agreed Guideline Range

There are no sentencing guideline disputes. Except as provided below, the defendant's guideline range is **121 - 151 months**, as set forth on the attached worksheets. If the Court finds:

1. That defendant's criminal history category is higher than reflected on the attached worksheets, or
2. that the offense level should be higher because, after pleading guilty, defendant made any false statement to or withheld information from his probation officer; otherwise demonstrated a

lack of acceptance of responsibility for his offense; or obstructed justice or committed any crime, and if any such finding results in a guideline range higher than **121 - 151 months**, the higher guideline range becomes the **agreed range**. However, if the Court finds that defendant is a career offender, an armed career criminal, or a repeat and dangerous sex offender as defined under the sentencing guidelines or other federal law, and that finding is not already reflected in the attached worksheets, this paragraph does not authorize a corresponding increase in the agreed range.

Neither party may take a position concerning the applicable guidelines that is different from any position of that party as reflected in the attached worksheets, except as necessary to the Court's determination regarding subsections 1) and 2), above.

3. **Sentence**

The Court will impose a sentence pursuant to 18 U.S.C. § 3553, and in doing so must consider the sentencing guideline range.

A. **Imprisonment**

Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) the sentence of imprisonment in this case may not exceed the top of the sentencing guideline range as determined by Paragraph 2B.

B. Supervised Release

A term of supervised release, if imposed, follows the term of imprisonment.

There is no agreement on supervised release. In other words, the Court may impose any term of supervised release up to the statutory maximum term, which in this case is 3 years. The agreement concerning imprisonment described above in Paragraph 3A does not apply to any term of imprisonment that results from any later revocation of supervised release.

C. Special Assessment

Defendant will pay a special assessment of \$100.00 at the time of sentencing.

D. Fine

There is no agreement as to fines.

E. Restitution

The Court shall order restitution to every identifiable victim of defendant's offense. There is no agreement on restitution. The Court will determine who the victims are and the amounts of restitution they are owed.

4. Use of Withdrawn Guilty Plea

If the Court allows defendant to withdraw his guilty plea for a "fair and just reason" pursuant to Fed. R. Crim. P. 11(d)(2)(B), defendant waives his rights under Fed. R. Evid. 410, and the government may use his guilty plea, any statement made

under oath at the change-of-plea hearing, and the factual basis statement in this plea agreement, against him in any proceeding.

5. Other Charges

If the Court accepts this agreement, the government will dismiss all remaining charges in this case. In addition, the government will not bring additional charges against defendant based on any of the conduct reflected in the attached worksheets or the factual basis for the plea.

6. Each Party's Right to Withdraw from This Agreement

The government may withdraw from this agreement if the Court finds the correct guideline range to be different than is determined by Paragraph 2B.

Defendant may withdraw from this agreement, and may withdraw his guilty plea, if the Court decides to impose a sentence higher than the maximum allowed by Paragraph 3. This is the only reason for which defendant may withdraw from this agreement. The Court shall advise defendant that if he does not withdraw his guilty plea under this circumstance, the Court may impose a sentence greater than the maximum allowed by Paragraph 3.

7. Appeal Waiver

The defendant waives any right he may have to appeal his conviction on any grounds. If the defendant's sentence of imprisonment does not exceed **151 months**, the defendant also waives any right he may have to appeal his sentence on any

grounds. If the defendant's sentence of imprisonment is at least **121 months**, the government waives any right it may have to appeal the defendant's sentence.

This waiver does not bar filing a claim of ineffective assistance of counsel in court.

8. Consequences of Withdrawal of Guilty Plea or Vacation of Conviction

If defendant is allowed to withdraw his guilty plea or if any conviction entered pursuant to this agreement is vacated, the Court shall, on the government's request, reinstate any charges that were dismissed as part of this agreement. If additional charges are filed against defendant within six months after the date the order vacating defendant's conviction or allowing him to withdraw his guilty plea becomes final, which charges relate directly or indirectly to the conduct underlying the guilty plea or to any conduct reflected in the attached worksheets, defendant waives his right to challenge the additional charges on the ground that they were not filed in a timely manner, including any claim that they were filed after the limitations period expired.

9. Collateral Consequences of Conviction

Defendant understands that his conviction here may carry additional consequences under federal and state law, including the potential loss of the right to vote, right to carry a firearm, right to serve on a jury, and ability to hold certain licenses or to be employed in certain fields. Defendant further understands that, if

he is not a native-born citizen of the United States, there may be adverse immigration consequences resulting from conviction. These include possible removal from the United States, denial of citizenship, denaturalization, denied admission to the United States in the future and other possible consequences. Defendant understands that no one, including the defendant's attorney or the Court, can predict to a certainty the effect of defendant's conviction on any of these matters. Defendant nevertheless affirms that he chooses to plead guilty regardless of any immigration consequences or other collateral consequences of his conviction.

10. Parties to Plea Agreement

Unless otherwise indicated, this agreement does not bind any government agency except the United States Attorney's Office for the Eastern District of Michigan.

11. Scope of Plea Agreement

This agreement, which includes all documents that it explicitly incorporates, is the complete agreement between the parties. This agreement supersedes all other promises, representations, understandings and agreements between the parties concerning the subject matter of this plea agreement that were made at any time before the guilty plea is entered in court. Thus, no oral or written promises made by the government to defendant or to the attorney for the defendant at any time before

defendant pleads guilty are binding except to the extent they have been explicitly incorporated into this agreement.

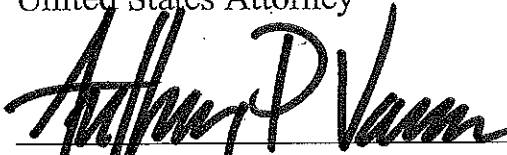
Notwithstanding the previous paragraph, if defendant has entered into a proffer agreement in writing or a cooperation agreement in writing with the government, this plea agreement does not supersede or abrogate the terms of any such prior written agreement.

This agreement also does not prevent any civil or administrative actions against defendant, or any forfeiture claim against any property, by the United States or any other party.

12. Acceptance of Agreement by Defendant


This plea offer expires unless it has been received, fully signed, in the Office of the United States Attorney by **5:00 P.M. on May 23, 2019**. The government reserves the right to modify or revoke this offer at any time before defendant pleads guilty.

MATTHEW SCHNEIDER
United States Attorney



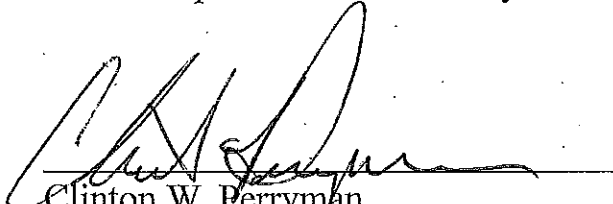
Anthony Vance
Assistant United States Attorney
Chief, Branch Offices

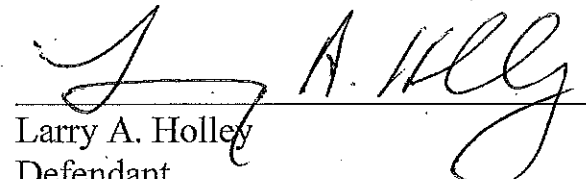
Date: May 16, 2019



Ann Nee
Assistant United States Attorney

By signing below, defendant acknowledges that he has read (or been read) this entire document, understands it, and agrees to its terms. He also acknowledges that he is satisfied with his attorney's advice and representation. Defendant agrees that he has had a full and complete opportunity to confer with his lawyer, and has had all of his questions answered by his lawyer.


Clinton W. Perryman
Attorney for Defendant
5/23/19
Date


Larry A. Holley
Defendant
5/23/2019
Date

WORKSHEET A

OFFENSE LEVEL

Defendant Holley, LarryDistrict/Office Eastern District of MichiganDocket Number 18-cr-20224Count Number(s) 1U.S. Code Title & Section 18 : 1349 ; _____Guidelines Manual Edition Used: 2018 (Note: The Worksheets are keyed to the November 1, 2016 Guidelines Manual)

INSTRUCTIONS

Complete a separate Worksheet A for each count of conviction or as required in a situation listed at the bottom of Worksheet B.*
Exceptions: Use only a single Worksheet A where the offense level for a group of closely related counts is based primarily on aggregate value or quantity (see §3D1.2(d)) or where a count of conspiracy, solicitation, or attempt is grouped with a substantive count that was the sole object of the conspiracy, solicitation, or attempt (see §3D1.2(a) & (b)).

1. Offense Level (See Chapter Two)

Enter the applicable base offense level and any specific offense characteristics from Chapter Two and explain the bases for these determinations. Enter the sum in the box provided.

Guideline	Description	Level
2X1.1	Same as underlying offense	
2B1.1(a)	Base offense level for offenses with max 20 yrs imprisonment (mail & wire fraud)	7
2B1.1(b)(1)(K)	Loss more than \$3,500,000 and up to \$9,500,000	18
2B1.1(b)(2)	25 or more victims suffering substantial financial hardship	6

If the Chapter Two guideline requires application of a cross reference or other reference, an additional Worksheet A may be needed for that analysis. See §1B1.5.

Sum 31

2. Victim-Related Adjustments (See Chapter Three, Part A)

Enter the applicable section and adjustment. If more than one section is applicable, list each section and enter the combined adjustment. If no adjustment is applicable, enter "0".

§ _____ 0

3. Role in the Offense Adjustments (See Chapter Three, Part B)

Enter the applicable section and adjustment. If more than one section is applicable, list each section and enter the combined adjustment. If the adjustment reduces the offense level, enter a minus (-) sign in front of the adjustment. If no adjustment is applicable, enter "0".

§ 3B1.1(c);3B1.3 4

4. Obstruction Adjustments (See Chapter Three, Part C)

Enter the applicable section and adjustment. If more than one section is applicable, list each section and enter the combined adjustment. If no adjustment is applicable, enter "0".

§ _____ 0

5. Adjusted Offense Level

Enter the sum of Items 1–4. If this Worksheet A does not cover all counts of conviction or situations listed at the bottom of Worksheet B, complete Worksheet B. Otherwise, enter this result on Worksheet D, Item 1.

35

Check here if all counts (including situations listed at the bottom of Worksheet B)* are addressed on this one Worksheet A. If so, no Worksheet B is used.



If the defendant has no criminal history, enter "T" here and on Worksheet D, Item 4. No Worksheet C is used.

WORKSHEET C

CRIMINAL HISTORY

[Page 1 of 2]

Defendant Holley, LarryDocket Number 18-cr-20224

Note: As an aid, some of the basic criminal history "rules" are listed below. However, there are numerous additional criminal history rules at §§4A1.1 and 4A1.2 that must be used with Worksheet C and for correct application.

Enter the Earliest Date of the Defendant's Relevant Conduct _____

(The date of the defendant's commencement of the instant offense(s))

1. Prior Sentences Resulting from Offenses Committed Prior to the Defendant's 18th Birthday

- (a) **3 Points** if convicted as an **adult**, for each prior sentence of imprisonment **exceeding one year and one month** imposed within 15 years of the defendant's earliest date of relevant conduct or resulting in incarceration during any part of that 15-year period. See §§4A1.1(a) and 4A1.2(d)(1) & (e)(1).
- (b) **2 Points** for each prior **adult or juvenile sentence** of confinement of **at least 60 days** not counted under §4A1.1(a) imposed within 5 years or from which the defendant was released from confinement within 5 years of the defendant's earliest date of relevant conduct. See §§4A1.1(b) and 4A1.2(d)(2)(A).
- (c) **1 Point** for each prior **adult or juvenile sentence** not counted under §4A1.1(a) or §4A1.1(b) imposed within 5 years of the defendant's earliest date of relevant conduct. See §§4A1.1(c) and 4A1.2(d)(2)(B).

Note: Identify as "adult" any sentence exceeding one year and one month that resulted from an adult conviction.

A **release date** is required in only two instances: (1) when a sentence covered under §4A1.1(a) was imposed more than 15 years prior to the defendant's earliest date of relevant conduct but resulted in the defendant being incarcerated during any part of such 15-year period; or (2) when a sentence counted under §4A1.1(b) was imposed more than 5 years prior to the defendant's earliest date of relevant conduct, but release from confinement occurred within such 5-year period.

Date of Imposition	Offense	Sentence	Release Date	Guideline Section	Criminal History Points

2. Prior Sentences Resulting from Offenses Committed On or After the Defendant's 18th Birthday

- (a) **3 Points** for each prior sentence of imprisonment **exceeding one year and one month** imposed within 15 years of the defendant's earliest date of relevant conduct or resulting in incarceration during any part of that 15-year period. See §§4A1.1(a) and 4A1.2(e)(1).
- (b) **2 Points** for each prior sentence of imprisonment of **at least 60 days** not counted under §4A1.1(a) imposed within 10 years of the defendant's earliest date of relevant conduct. See §§4A1.1(b) and 4A1.2(e)(2).
- (c) **1 Point** for each prior sentence not counted under §4A1.1(a) or §4A1.1(b) imposed within 10 years of the defendant's earliest date of relevant conduct. See §§4A1.1(c) and 4A1.2(e)(2).

Note: A **release date** is required when a sentence covered under §4A1.1(a) was imposed more than 15 years prior to the defendant's earliest date of relevant conduct but resulted in the defendant being incarcerated during any part of such 15-year period.

Date of Imposition	Offense	Sentence	Release Date	Guideline Section	Criminal History Points

Worksheet C — Criminal History [Page 2 of 2]Defendant Holley, LarryDocket Number 18-cr-20224(continued from *Sentences Resulting from Offenses Committed On or After the Defendant's 18th Birthday*)

Date of Imposition	Offense	Sentence	Release Date	Guideline Section	Criminal History Points

3. Sum of Criminal History Points for prior sentences under §4A1.1(a), (b), & (c) in Items 1 & 2

A total of 4 points can be added for all the 1-Point sentences counted in Items 1 & 2 combined.

4. "Status" of Defendant at Time of Instant Offense

2 Points for "status" if the defendant committed any part of the instant offense (i.e., any relevant conduct) while under any criminal justice sentence (e.g., probation, parole, supervised release, imprisonment, work release, or escape status) for a sentence counted in Items 1 or 2. See §4A1.1(d) and Application Note 4. List the type of control and identify the counted sentence that resulted in the control. Otherwise, enter **0 Points**.

5. Crimes of Violence

1 Point for each prior sentence resulting from a conviction of a crime of violence that did not receive any points under §4A1.1(a), (b), or (c) because such sentence was counted as a single sentence which also included another sentence resulting from a conviction for a crime of violence. A total of 3 points can be added under this subsection. See §4A1.1(e) and Application Note 5, and §4A1.2(a)(2) & (p). Identify the crimes of violence and briefly explain why the cases are considered a single sentence. Otherwise, enter **0 Points**.

4. Total Criminal History Points (Sum of Items 3–5)**5. Criminal History Category (Enter here and on Worksheet D, Item 4)**

Total Points	Criminal History Category
0–1	I
2–3	II
4–6	III
7–9	IV
10–12	V
13 or more	VI

WORKSHEET D**DETERMINING THE SENTENCE**

[Page 1 of 4]

Defendant Holley, LarryDocket Number 18-cr-20224**1. Adjusted Offense Level** (From Worksheet A or B)

If Worksheet B is required, enter the result from Worksheet B, Item 9. Otherwise, enter the result from Worksheet A, Item 5.

35**2. Acceptance of Responsibility** (See Chapter Three, Part E)

Enter the applicable reduction of 2 or 3 levels. If no adjustment is applicable, enter "0".

-3**3. Offense Level Total** (Item 1 less Item 2)**32****4. Criminal History Category** (From Worksheet A or C)

Enter the result from Worksheet C, Item 8, unless the defendant has no criminal history, and as directed at the bottom of Worksheet A, no Worksheet C is used and "I" is entered here.

I**5. Terrorism; Career Offender; Criminal Livelihood; Armed Career Criminal; Repeat and Dangerous Sex Offender** (See Chapter Three, Part A, and Chapter Four, Part B)**a. Offense Level Total**

If the provision for Career Offender (§4B1.1), Criminal Livelihood (§4B1.3), Armed Career Criminal (§4B1.4), or Repeat and Dangerous Sex Offender (§4B1.5) results in an offense level total higher than Item 3, enter the offense level total. Otherwise, enter "N/A".

N/A**b. Criminal History Category**

If the provision for Terrorism (§3A1.4), Career Offender (§4B1.1), Armed Career Criminal (§4B1.4), or Repeat and Dangerous Sex Offender (§4B1.5) results in a criminal history category higher than Item 4, enter the applicable criminal history category. Otherwise, enter "N/A".

N/A**6. Guideline Range from Sentencing Table**

Enter the applicable guideline range from Chapter Five, Part A, in months.

121 to 151**7. Restricted Guideline Range** (See Chapter Five, Part G)

If the statutorily authorized maximum sentence or the statutorily required minimum sentence restricts the guideline range (Item 6) (see §§5G1.1 and 5G1.2), enter either the restricted guideline range or any statutory maximum or minimum penalty that would modify the guideline range. Otherwise, enter "N/A".

N/A to N/A☐

Check here if §5C1.2 (Limitation on Applicability of Statutory Minimum Penalties in Certain Cases) and 18 U.S.C. § 3553(e) – "The Safety Valve" – are applicable.

8. Undischarged Term of Imprisonment; Anticipated State Term of Imprisonment (See §5G1.3)☐

If the defendant is subject to an undischarged term of imprisonment, or an anticipated state term of imprisonment, check this box. Below list the undischarged/anticipated term(s), the applicable section of §5G1.3 and its direction or guidance as to whether the instant federal sentence is to be imposed to run concurrently or consecutively to the undischarged/anticipated term(s), and any sentence adjustment.

Worksheet D — Determining the Sentence [Page 2 of 4]Defendant Holley, LarryDocket Number 18-cr-20224**9. Sentencing Options** (See Chapter Five, Sentencing Table and §§5B1.1(a) and 5C1.1)

Check the applicable box that corresponds to the Guideline Range entered in Item 6 or Item 7, if applicable.

Zone A (See §§5B1.1(a)(1) & 5C1.1(a) & (b))☐

If checked, the following options are available:

- Fine (See §§5C1.1(b) & 5E1.2(a))
- "Straight" Probation (See §§5B1.1(a)(1) & 5C1.1(b))
- Imprisonment (See §5C1.1(a) & (c)(1))

Zone B (See §§5B1.1(a)(2) & 5C1.1(a) & (c))☐

If checked, the minimum term may be satisfied by:

- Imprisonment (See §5C1.1(a) & (c)(2))
- Imprisonment of **at least one month plus supervised release** with a condition that substitutes community confinement or home detention for imprisonment (See §5C1.1(c)(2))
- Probation with a condition that substitutes intermittent confinement, community confinement, or home detention for imprisonment (See §§5B1.1(a)(2) and 5C1.1(c)(3))

Zone C (See §5C1.1(a) & (d))☐

If checked, the minimum term may be satisfied by:

- Imprisonment (See §5C1.1(a) & (d)(1))
- Imprisonment of **at least one-half of the minimum term plus supervised release** with a condition that substitutes community confinement or home detention for imprisonment (See §5C1.1(d)(2))

Zone D (See §5C1.1(a) & (f))☒

If checked, the minimum term is to be satisfied by a sentence of imprisonment

10. Length of Term of Probation (See §5B1.2)

If probation is imposed, the guideline for the length of such term of probation is: (Check the applicable box)

☐

At least one year, but not more than five years if the offense level total is 6 or greater.

☐

No more than three years if the offense level total is 5 or less.

Worksheet D — Determining the Sentence [Page 3 of 4]Defendant Holley, LarryDocket Number 18-cr-20224**11. Supervised Release** (See §§5D1.1 and 5D1.2)**a. Imposition of a Term of Supervised Release:**☐

Ordered because required by statute (See §5D1.1(a)(1)).

☒

Ordered because a sentence of imprisonment of more than one year is imposed (See §5D1.1(a)(2)).

☐Is **not** ordered although a sentence of more than one year is imposed, because it is not required by statute **and** the defendant likely will be deported after imprisonment (See §5D1.1(c)).☐

Ordered because it may be ordered in any other case (See §5D1.1(b)).

b. Length of Term of Supervised Release

Check the Class of the Offense:

☐

Class A or B Felony: Two to Five Year Term (See §5D1.2(a)(1))

☒

Class C or D Felony: One to Three Year Term (See §5D1.2(a)(2))

☐

Class E Felony or Class A Misdemeanor: One Year Term (See §5D1.2(a)(3))

☐

If a statutorily required mandatory minimum term of supervised release for the offense impacts the guideline range for the applicable Class of Offense above, also check this box, and list the statutory minimum term (See §5D1.2(c)):

_____ years mandatory minimum term of supervised release

☐

If an offense in 18 U.S.C. § 2332b(g)(5)(B) that resulted in, or created a foreseeable risk of, death or serious bodily injury to another person; or if a sex offense, the term of supervised release will not be less than the minimum term established above, and may be up to life (See §5D1.2(b)).

Policy Statement: If a sex offense, the *statutory maximum term* of supervised release is recommended.**12. Restitution** (See §5E1.1)**a. If restitution is applicable, enter the amount. Otherwise enter "N/A" and the reason:**Court will determine**b. Enter whether restitution is statutorily mandatory or discretionary:****c. Enter whether restitution is by an order of restitution, or *solely* as a condition of supervision. Enter the authorizing statute:**

Worksheet D — Determining the Sentence [Page 4 of 4]Defendant Holley, LarryDocket Number 18-cr-20224**13. Fines (The Guideline Range for Fines for Individual Defendants) (See §5E1.2)****a. Special Fine Provisions**

Minimum

Maximum

☐

Check box if any of the counts of conviction is for a statute with a special fine provision. (This *does not* include the general fine provisions of 18 USC § 3571(b)(2) & (d)).

Enter the sum of statutory maximum fines for all such counts.

\$

b. Fine Table (§5E1.2(c)(3))

Enter the minimum and maximum fines.

\$35,000

\$350,000

c. Fine Guideline Range

(Determined by the minimum of the Fine Table (Item 13(b)) and the greater maximum above (Item 13(a) or 13(b)).

\$35,000

\$250,000

d. Ability to Pay☒

Check this box if the defendant does not have an ability to pay.

14. Special Assessments for Individual Defendants (See §5E1.3)

Enter the total amount of the statutory special assessments required for all counts of conviction:

- \$100 for each felony count of conviction.
- \$25 for each Class A misdemeanor count of conviction.
- While not subject to guideline sentencing, the special assessments for a Class B misdemeanor, and a Class C misdemeanor or infraction are \$10 and \$5 per count, respectively.

TOTAL:

\$100

15. Factors That May Warrant a Departure (See §1B1.1(b))

Consider Chapter Five, Part H (Specific Offender Characteristics) and Part K (Departures), and other policy statements and commentary in the *Guidelines Manual* that might warrant consideration in sentencing. (See also the "List of Departure Provisions" included in the *Guidelines Manual* after the Index).

16. Factors That May Warrant a Variance (See §1B1.1(c))

Consider the applicable factors in 18 U.S.C. § 3553(a) taken as a whole.

Completed by Ann Nee / Anthony VanceDate May 16, 2019