

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:17-cr-206-Orl-40KRS

WILLIAM MATTHEW TEX PRICE

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by W. Stephen Muldrow, Acting United States Attorney for the Middle District of Florida, and the defendant, WILLIAM MATTHEW TEX PRICE, and the attorney for the defendant, Charles M. Greene, mutually agree as follows:

A. Particularized Terms

1. Count Pleading To

The defendant shall enter a plea of guilty to Count One of the Indictment. Count One charges the defendant with possession of a firearm by a convicted felon, in violation of 18 U.S.C. §§ 922(g)(1) and 924(a)(2).

2. Maximum Penalties

Count One carries a maximum sentence of not more than 10 years' imprisonment, a fine of not more than \$250,000, a term of supervised release of not more than 3 years, and a special assessment of \$100 per felony

Defendant's Initials [Signature]

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

3. Elements of the Offense

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

- First: The Defendant knowingly possessed a firearm or ammunition in or affecting interstate or foreign commerce; and
- Second: Before possessing the firearm or ammunition, the Defendant had been convicted of a felony – a crime punishable by imprisonment for more than one year.

4. No Further Charges

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

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5. Concurrent Sentences

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the sentence imposed in this case run concurrent to any sentence the Defendant receives in United States v. Price, Case Number 6:17-cr-205-Orl-40KRS. The parties understand that such a recommendation is not binding on the Court and that, if it is 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. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is 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.

7. Acceptance of Responsibility - Three Levels

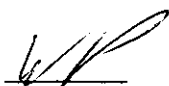
At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). 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.5., the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

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 policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG § 5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a

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motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

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

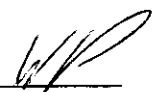
that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

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

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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.

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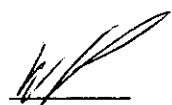
(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which 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 U.S.C. § 924(d) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant, or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following: two firearms and ammunition, that is, a Taurus, PT 92 AFS pistol and nine 9mm rounds of ammunition, and a Taurus Judge revolver and five .410 shotgun shells.

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

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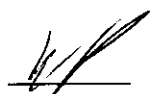


any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to 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, 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,

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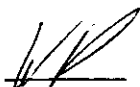


and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of 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.

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.

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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 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 the forfeiture of any substitute assets, is final.

12. Abandonment of Property - Firearms and Ammunition

The United States of America and defendant hereby agree that any firearm and/or ammunition as defined in 18 U.S.C. § 921, seized from defendant and currently in the custody and/or control of the Bureau of Alcohol, Tobacco and Firearms, were properly seized and are subject to forfeiture to the government according to 18 U.S.C. § 924(d) and/or that the firearms and ammunition constitute evidence, contraband, or fruits of the crime to which he/she has pled guilty. As such, defendant hereby relinquishes all claim, title and interest he/she has in the firearms and ammunition to the

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United States of America with the understanding and consent that the Court, upon approval of this agreement, hereby directs the Bureau of Alcohol, Tobacco and Firearms, or other appropriate agency, to cause the firearms and/or ammunition described above to be destroyed forthwith without further obligation or duty whatsoever owing to defendant or any other person.

As part of the plea agreement in this case, defendant in this case hereby states under penalty of perjury that he is the sole and rightful owner of the property, and that defendant hereby voluntarily abandons all right and claim to the Taurus, PT 92 AFS pistol and nine 9mm rounds of ammunition, and a Taurus Judge revolver and five .410 shotgun shells.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense, 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, 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

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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 (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied. On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

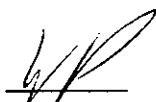
2. Supervised Release

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

3. Immigration Consequences of Pleading Guilty

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

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4. Sentencing Information

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

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United



States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States

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Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

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

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to

appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

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

9. Filing of Agreement

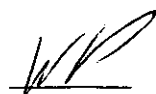
This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges

defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

Defendant's Initials



11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty.

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

12. Entire Agreement

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

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13. Certification

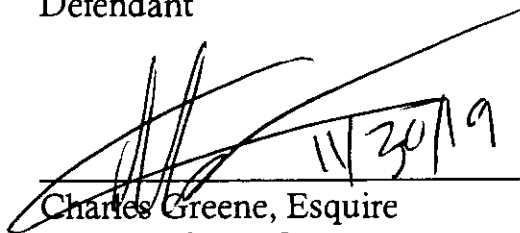
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

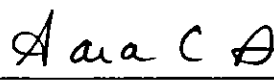
DATED this 30th day of November, 2017.

W. STEPHEN MULDROW
Acting United States Attorney


WILLIAM MATTHEW TEX PRICE
Defendant


Christina R. Downes
Special Assistant U.S. Attorney


Charles Greene, Esquire
Attorney for Defendant


Katherine M. Ho *for*
Assistant United States Attorney
Chief, Orlando Division

Defendant's Initials WP

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:17-cr-206-Orl-40KRS

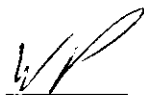
WILLIAM MATTHEW TEX PRICE

FACTUAL BASIS

Beginning on an unknown date, but not later than on or about April 4, 2017, and continuing through on or about April 12, 2017, in the Middle District of Florida, the defendant, WILLIAM MATTHEW TEX PRICE ("PRICE"), having been previously convicted in any court of a crime punishable by imprisonment for a term exceeding one year, including: Aggravated Assault, on or about May 9, 2007, did knowingly possess, in and affecting interstate and foreign commerce, a firearm, that is, a Taurus, PT 92 AFS pistol and nine 9mm rounds of ammunition, and a Taurus Judge revolver and five .410 shotgun shells.

More specifically, in March 2017, the Brevard County Sheriff's Office ("BCSO") began investigating the theft of a "Bobcat" front-end loader and dual axle trailer. During the investigation, Agent Ginther identified and developed probable cause for the arrest of PRICE for the theft of the Bobcat. On April 4, 2017, Agent Ginther arrested PRICE at his residence, in Brevard

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County, Florida. PRICE's girlfriend, was also present at that time. As a part of the theft investigation, Agent Ginther reviewed PRICE's jail phone calls and developed information regarding firearm related crimes.

Jail Call #1

On April 4, 2017, PRICE placed a call to his girlfriend. He asked her to "make sure all of [PRICE's] tools and belongings are picked up from the front yard." PRICE'S girlfriend said she was frightened to go outside after dark and PRICE replied by saying "take the pistol out there with you." He also told her that she should not answer the door "without the gun" if anyone comes to their residence.

Jail Call #2

On April 10, 2017, PRICE called his father. During their conversation, PRICE told his father that his girlfriend did not have any minutes on her phone so he was unable to call her from the jail. PRICE then gave his father the combination to PRICE's safe (3, 10, 81) and told him to give it to his girlfriend. PRICE told his father where his safe was located, specifically that it was in the bathroom under a poster. He also told his father that the safe contained "hand tools" because PRICE's girlfriend was there by herself. PRICE's father asked him if his girlfriend needed "them" and PRICE responded by saying, "Yeah, she needs them." Later in the same

conversation, PRICE again told his father to give PRICE's girlfriend the combination to his safe and states, "She'll find some hand tools in there, she might need them. Just in case, ya know?"

Jail Call #3

On April 11, 2017, PRICE called his girlfriend again. During the conversation they began to argue and she told PRICE, "I don't know why you told your dad to give me the combo to your safe?" PRICE responded by telling her, "It's for your protection." He then repeated this several times to her. Eventually, PRICE'S girlfriend asked him if it was supposed to make her feel special that he gave her access to his safe? He continued to tell her it's for her protection.

Based on Jail Calls 1-3, on April 12, 2017, Agent Ginther called PRICE'S girlfriend to see if he could meet her and get a statement regarding the Bobcat and trailer theft. She told him that he could respond to her residence in Brevard County (the same as PRICE's), which he did, along with Agent McGowan. PRICE'S girlfriend invited them inside. While there, they obtained a sworn, audio-recorded statement from her. During the statement they determined that she was a current resident of PRICE's Brevard county residence and had full access to it as a co-occupant. The interview started out discussing the stolen Bobcat and trailer and after speaking with her regarding

that investigation, Agent Ginther inquired about the firearm(s) she discussed with PRICE during their phone calls.

Specifically, Agent Ginther told PRICE'S girlfriend he had concerns about a firearm in the residence. She initially told him that there used to be "big" firearms in the house but there were no longer any firearms in the residence. Agent Ginther confronted her with the content of the jail calls. PRICE'S girlfriend then admitted that she did have access to PRICE's "little safe" but there were no firearms in it. Again, the Agent Ginther confronted her with how he knew there was at least one firearm in the safe and that PRICE had given her access to it. She eventually told him that there were actually two firearms in the safe.

PRICE'S girlfriend also said she did not want to be responsible for the firearms and Agent Ginther asked her if she was willing to access the safe, and before he could finish his sentence she said, "To give you the guns?" He then asked if she was willing to sign them over to him and she replied by saying, "Yeah, I definitely will do that." After that, PRICE'S girlfriend accessed the safe, which was on the floor in the bathroom as described by PRICE, and opened the door using the same combination PRICE gave his father in Jail Call #2, to reveal two firearms, one black revolver and one semi-automatic. PRICE'S GIRLFRIEND allowed Agent Ginther to retrieve both firearms,



which were loaded. PRICE'S girlfriend signed a property receipt for the firearms and the agents left with the firearms.

Taurus Judge revolver and five .410 shotgun shells

Later, Agent Ginther inspected both of PRICE's firearms before sending them to the BCSO laboratory for processing. The first firearm was a black/silver Taurus Judge, .410 revolver. The serial number had deliberate, repeated scratch marks on it in an apparent attempt to remove the serial number. However, Agent Ginther was able to shine a light on the serial number and hold it at an angle, which allowed him to read the serial number (EU471389). He checked the serial number and determined it was stolen from a burglary. He also noted that the firearm was loaded with five .410 shotgun shells. On July 17, 2017, Special Agent DeAngelo Brown with the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") inspected the firearm and determined it was a firearm, and was manufactured in Brazil and therefore traveled in interstate and foreign commerce before PRICE possessed it in Florida.

Taurus, PT 92 AFS pistol and nine 9mm rounds of ammunition

PRICE's second firearm was a silver, semi-automatic Taurus PT92 AFS, 9mm. Agent Ginther checked this serial number (TIM33601) but it had not been entered as being stolen. He noted that it was loaded with nine 9mm

rounds. On July 17, 2017, ATF Agent DeAngelo Brown inspected the firearm and determined it was a firearm, and was manufactured in Brazil and therefore traveled in interstate and foreign commerce before PRICE possessed it in Florida.

Jail Call #4

After April 12, 2017, PRICE called his girlfriend. They argued about the details of the Bobcat theft and PRICE told her to not talk about it over the jail call. PRICE'S girlfriend said "Um, oh like your guns that you can talk about on the phone, that I have the combination to the safe and I need them for my protection, cause I had to fucking sign them over." PRICE did not understand her at first. But, then she said, "did you not hear me? I had to sign them over to the detectives because your dumb ass was talking about them on the phone." PRICE said "you can't do that, what the fuck...you just tell them to fuck off...you shouldn't have gave them to them, why would you give them anything man." They continue arguing about how they should not talk on the phone and how PRICE tried to get her arrested.

Post-Miranda Confession

On April 14, 2017, Agent Ginther went to the Brevard County Jail and conducted an audio recorded post-Miranda interview of PRICE based on PRICE's request to speak with agents from BCSO. PRICE initially denied

knowledge of the firearms BCSO found in his safe at his residence. When Agent Ginther mentioned that the Taurus Judge revolver was stolen during a burglary, PRICE said he did not know who stole the firearm. When Agent Ginther asked PRICE what else he wanted to talk about, PRICE said "turn that shit off" [in reference to the audio recording device]. Agent Ginther turned the recorder off, and PRICE immediately told Agent Ginther that he did not know the [Taurus Judge] firearm was stolen. He went on to say that it must have been recently reported as stolen because PRICE had checked the serial number on the [Taurus Judge] firearm multiple times on www.hotgunz.com. PRICE said he had no knowledge it was stolen or where it came from. Later, Agent Ginther checked out the website PRICE mentioned, and discovered that it is a public source website where anyone can enter a firearm's serial number to determine if it is stolen or not.