

AF Approval



Chief Approval



UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:17-cr-470-T-24MAP

DOYLE MULLINS, JR.

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, DOYLE MULLINS, JR., and the attorney for the defendant, Adam Allen, mutually agree as follows:

A. Particularized Terms

1. Count Pleading To

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with theft of government monies, in violation of 18 U.S.C. § 641.

2. Maximum Penalties

Count One carries a maximum sentence of ten years' imprisonment, a fine of \$250,000, a term of supervised release of not more than three years, and a special assessment of \$100. With respect to certain

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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 money or property described in the Information belonged to the United States;
- Second: the defendant embezzled, stole and converted such money or property to his own use or to the use of another;
- Third: the defendant did so knowingly and willfully with intent to deprive the owner of the use or benefit of the money or property so taken; and
- Fourth: the money or property had a value in excess of \$1,000.

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge

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defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), the defendant agrees to make full restitution to United States Department of Veterans Affairs, in the amount of \$583,485.74.

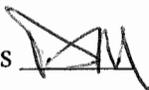
7. Guidelines Sentence

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.

8. 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,

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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.

9. 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

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prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has

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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.

10. 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).

11. 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

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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

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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

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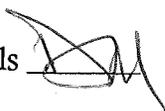


to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

12. 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 Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, \$583,485.74 which is the amount of proceeds the defendant obtained as a result of the offense charged in Count One. The defendant also hereby agrees to waive all constitutional, statutory and procedural challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

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The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1)(A), the United States and the defendant request that promptly after accepting this Plea Agreement, the Court make a determination that the government has established that the amount of the proceeds the defendant obtained was \$583,485.74, and enter an order of forfeiture. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees that the United States shall, at its option, be entitled to the forfeiture of any property (substitute assets) of the defendant up to the value of the money judgment. The Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

The defendant agrees to take all steps necessary to identify and locate all substitute assets and to transfer custody of such assets to the United

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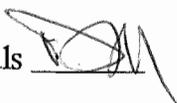
States before the defendant's sentencing. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal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

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to any substitute assets before the defendant's sentencing. In addition to providing full and complete information about substitute 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.

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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 compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing.

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The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

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

3. Immigration Consequences of Pleading Guilty

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

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count 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

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concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

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

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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

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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

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and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth below 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.

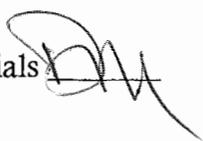
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FACTS

The defendant, DOYLE MULLINS JR., a resident of Tampa, Florida, served in the United States Navy from in or around November 1964 to in or around October 1969, and from in or around August 1973 to in or around August 1975. MULLINS began to receive service-connected disability benefits from the United States Department of Veterans Affairs (the "VA") in or around 1971, when the VA granted him a 10% disability rating for injuries to his right hand. In or around May 1989, the VA denied MULLINS' claim for a change in his disability rating, which was based on a claim of defective vision and pulmonary and ocular histoplasmosis (a degenerative eye disease that may be caused by a lung infection). In or around June 1989, MULLINS appealed this decision. In or around July 1989, the VA again denied MULLINS' request for a change in his disability rating based on histoplasmosis and defective vision. In or around May 1990, MULLINS appealed that decision. In his appeal, MULLINS claimed "permanent and irreparable loss of central vision." On November 1, 1990, MULLINS testified in support of his appeal. MULLINS described all of the activities that he could no longer do and said, "I can't drive anymore." The VA again denied MULLINS' appeal. MULLINS requested that the VA review its decision. In or around November 1992, the VA again denied MULLINS' claim for an

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adjustment of his disability rating. In or around April 1993, MULLINS appealed that decision. In September 1993, MULLINS testified in support of his appeal and stated, "I can't drive a vehicle, I can't work." In or around June 1994, the VA granted MULLINS a 10% disability rating for ocular histoplasmosis, which entitled MULLINS to back payments and monthly payment rate of \$166 going forward.

In or around October 1994, MULLINS contested the VA's determination that his disability rating for his vision should be the minimum level of 10%. On October 27, 1994, the VA examined MULLINS and noted that "[t]he patient cannot drive a car because of very poor vision." The VA exam report showed that MULLINS' corrected vision in his right eye was "[h]and motion at 1 ft." and his corrected vision in his left eye was "[c]ount fingers at 2 ft." The VA report noted that MULLINS' vision could not improve. On January 26, 1995, based upon MULLINS' false representations, the VA issued a rating decision in which it increased MULLINS' disability rating for his ocular histoplasmosis to 100% effective October 31, 1994. The VA decision, which the VA sent to MULLINS by mail, noted that the 100% rating "is assigned whenever there is blindness in the right eye having only light perception and there is blindness in the left eye having only light perception." The decision granted MULLINS special monthly compensation



at an "M" level based on the loss of vision in both eyes. On March 1, 1995, the VA sent a letter to MULLINS in which the VA notified MULLINS that it had determined that MULLINS was entitled to increased benefits payments dating back to 1988 and recurring monthly benefits payments of \$2,500 effective December 1, 1994. MULLINS continued to receive automatically recurring monthly monetary payments from the VA after the 1995 rating decision until in or around June 2017.

On or about July 9, 1996, MULLINS applied to the VA for a grant to purchase an automobile. In the application, under a section called "permanent impairment of vision," MULLINS checked a box that said that he had central visual acuity of 20/200 or less in both eyes with corrective glasses. Also on or about July 9, 1996, MULLINS applied to the VA for a special home adaption grant "due to very low vision (legal blindness)." The VA granted both requests based on MULLINS' "blindness in both eyes having only light perception." MULLINS purchased a vehicle in September 1996, and on a form submitted to the VA, MULLINS attested that he would not operate the vehicle. In or around November 1996, the VA paid \$5,500 for an automobile for MULLINS and \$6,500 for adaptive housing due to his blindness. In addition, from in or around March 1995 through in or around February 2017, as part of the CHAMPVA healthcare program, the VA paid



medical claims on behalf of MULLINS' wife in the amount of approximately \$15,805.02. MULLINS' wife was eligible for this program because the VA rated MULLINS as permanently and totally disabled.

In or around April 2016, VA Office of Inspector General ("OIG") investigators based at the VA office located in Bay Pines, Florida, learned that MULLINS had a Florida driver's license. Investigators subsequently learned that MULLINS first obtained a Florida driver's license in January 1994 after passing a vision exam. Records show that MULLINS passed his most recent vision exam for his driver's license on or about May 9, 2012, on the first try, with a visual acuity reading of 20/200 in the right eye and 20/40 in the left eye. Where one eye has vision of 20/200 or worse, Florida law requires a minimum of 20/40 corrected visual acuity in one eye to be eligible for a driver's license.

On or about August 11, 2016, law enforcement agents installed a pole camera outside of MULLINS' residence that recorded video footage from that date through on or about October 4, 2016. The camera recorded MULLINS driving his truck at least 47 times and showed him mowing his lawn alone, walking without assistance, carrying shopping bags, trash, and luggage, and securing items in the bed of his truck with ratchet straps. During this time period, law enforcement agents also received video surveillance

footage from multiple retail stores that showed MULLINS driving, walking, and conducting financial transactions without assistance.

On or about September 23, 2016, law enforcement agents placed a recorded, consensually monitored telephone call to MULLINS. During the call, MULLINS falsely stated that he had not driven a vehicle since the late 1980s or early 1990s. MULLINS falsely stated that he could not conduct his own lawn care or go shopping, and that his vision condition was not correctable. As MULLINS knew, however, he could drive a car and he did so regularly, and he could perform everyday tasks without assistance.

In December 2016, agents received MULLINS' eye examination and treatment records from a private eye doctor. The records showed that MULLINS had eye exams in November 2010 (visual acuity in left eye approximately 20/50), November 2012 (visual acuity in left eye approximately 20/50), November 2014 (visual acuity in left eye approximately 20/30), and June 2016 (visual acuity in left eye approximately 20/25). The VA ultimately concluded that there was no logical medical explanation for MULLINS' eyes' improvement or the fluctuations in his vision between the VA ratings examinations in 1992 and 1994 and the Florida driver's license exams and the private optometrist exams. Therefore, on or about March 15, 2017, the VA notified MULLINS that it had decided to reduce his 100% disability rating to



50%, to discontinue his special monthly compensation at its then-current level on the basis of fraud, and to discontinue his eligibility for dependents' educational assistance, special home adaptation, and automobile or other conveyance and adaptive equipment. The VA informed MULLINS that it would reduce his monthly rate of compensation from \$4,166.28 to \$1,262.81.

The VA has calculated that the total amount of loss to the VA as the result of MULLINS' fraudulent conduct is \$583,485.74. The total loss amount includes the difference between the amount of payments to which the VA has now determined MULLINS was and is legitimately entitled, and the amount that the VA actually paid MULLINS dating back to October 31, 1994, through on or about June 1, 2017, which was the date when the VA began to pay MULLINS at the new rate. The overpayment difference is \$550,885.72. The total loss amount also includes \$16,795 paid to MULLINS or to others on his behalf for a one-time automobile grant and two adaptive housing grants. It also includes the cost of claims (\$15,805.02) paid for MULLINS' wife as part of the CHAMPVA program, which MULLINS' wife was only eligible for because of MULLINS' misrepresentation to the VA that he was totally and permanently blind.



12. Entire Agreement

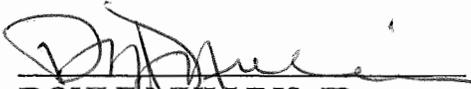
This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

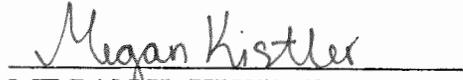
13. Certification

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

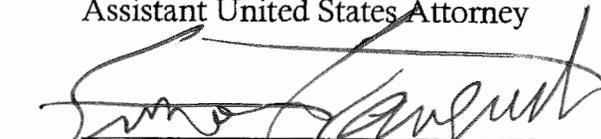
DATED this 19 day of September, 2017.

W. STEPHEN MULDROW
Acting United States Attorney


DOYLE MULLINS, JR.
Defendant


MEGAN K. KISTLER
Assistant United States Attorney


ADAM ALLEN
Attorney for Defendant


SIMON A. GAUGUSH
Assistant United States Attorney
Chief, Economic Crimes Section