

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

FILED IN OPEN COURT
JACKSONVILLE, FLORIDA

11/13/18

UNITED STATES OF AMERICA

U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

v.

Case No. 3:18-cr-176-J-20 PDB

GLORIA WILEY

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by MARIA CHAPA LOPEZ, United States Attorney for the Middle District of Florida, and the defendant, GLORIA WILEY, and the attorney for the defendant, Susan Good Yazgi, Esq., mutually agree as follows:

A. Particularized Terms

1. Count(s) Pleading To

The defendant shall enter a plea of guilty to Count One of the Information. Count One charges the defendant with failure to refund funds insured by the U.S. Department of Education (USDOE), which the defendant was not entitled to retain, in violation of Title 20, United States Code, Section 1097(a).

2. Maximum Penalties

Count One carries a maximum sentence of five years of imprisonment, a fine of up to \$250,000, or both a term of imprisonment and a fine, a term of supervised release of not more than three years, and a mandatory special assessment of \$100, said special assessment to be due on the date of sentencing. A violation of the terms

Defendant's Initials

GW

AF Approval

Bb

and conditions of supervised release carries a maximum sentence of not more than two years of imprisonment as well as the possibility of an additional term of supervised release.

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

3. Elements of the Offense(s)

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

First: That the defendant did knowingly and willfully fail to refund certain funds, assets, or property;

Second: Those funds, assets, or property were provided or insured under Title 20, United States Code, Chapter 28, Subchapter IV (Title IV); and

Third: That the quantity of the funds in question was more than \$200.

4. Indictment Waiver

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

5. Restitution

Pursuant to Title 18, United States Code, Section 3663(a)(3) and/or 3663A(a)(3), defendant agrees to make restitution to the USDOE, ~~such restitution to be paid prior to the date of sentencing,~~ ^{yes} in the following amounts:

Initials of student associated with refund	Refund due to USDOE Federal Family Education Loan program	Refund due to USDOE Federal Pell Grant program	Total restitution associated with student
M. R.	\$4700	\$1432	\$6132
S. P.	-	\$1433	\$1433
R. M.	\$3649.40	\$1433	\$5082.40
D. D.	\$4700	\$1432	
M. S.	\$2522.50	-	\$2522.50
D. E.	\$9400	\$2865	\$12,265
A. J.	\$4700	-	\$4700
L. V.	\$4700	\$1433	\$6133
D. C.	-	\$1433	\$1433
A. C.	\$2683.90	-	\$2683.90
S. F.	\$4700	\$1320	\$6020
T. S.	\$9400	\$1432	\$10,832
M. M.	\$2350	-	\$2350
S. A.	-	\$1433	\$1433
L. B.	\$6184	\$820	\$7004
A. M.	\$2350.53		\$2350.53
A. B.	\$4700	\$2865	\$7565
A. D.	-	\$2865	\$2865
L. K. B.	-	\$1270	\$1270
A. S.	\$5194	\$1433	\$6627
M. P.	\$2420.70	-	\$2420.70
T. N.-J.	\$4700	\$1432	\$6132
A. B.	\$1696.80	-	\$1696.80
S. C.	\$4700	\$1432	\$6132
A. L.	\$4700	-	\$4700
S. T.	\$4700	\$2865	\$7565
K. L.	\$599	\$1444	\$2043
D. B.	\$3107.04	-	\$3107.04
C. N.	\$2259.60	-	\$2259.60
C. C.	\$8995.58	\$575.17	\$9570.75
C. A.	\$2123.34	-	\$2123.34
E. N.	\$2001.77	-	\$2001.77
S. F.	\$6886.80	\$1444	\$8330.80
D. C.	\$2128	-	\$2128
K. S.	\$4700	\$1444	\$6144

Initials of student associated with refund	Refund due to USDOE Federal Family Education Loan program	Refund due to USDOE Federal Pell Grant program	Total restitution associated with student
M. S.	\$4700	\$1444	\$6144
A. K.	\$4700	\$1157	\$5857
K. M.	\$7360.20	-	\$7360.20
S. C.	\$3801	-	\$3801
R. M.	\$8337	-	\$8337
C. J.	\$4069.49	-	\$4069.49
C. B.	\$2597	\$1444	\$4041
D. G.	\$4700	\$217.36	\$4917.36
K. N.	\$4700	\$1444	\$6144
C. S.	\$1992.60	-	\$1992.60
D. W.	\$5194	\$1433	\$6627
Y. R.	\$2722		\$2722
D. L.-A.	\$9400	\$2290	\$11,690
TOTAL	\$191,926.25	\$44,964.53	\$236,890.78

Pursuant to Title 18, United States Code, Sections 3663(a)(3) and/or 3663A(a)(3), defendant agrees to make restitution to the Department of Veterans Affairs, ~~such restitution to be paid prior to the date of sentencing,~~ ^{SW jets} in the following amounts:

Initials of student associated with refund	Refund due to the Department of Veterans Affairs
J. R.-A.	\$4535.82
K. M.	\$4533.33
TOTAL	\$9069.15

Pursuant to Title 18, United States Code, Sections 3663(a)(3) and/or 3663A(a)(3), defendant agrees to make restitution to the victims below, ~~such restitution to be paid prior to the date of sentencing,~~ ^{SW jets} in the following amounts:

Initials of victim	Refund due to victim
M. R.	\$2033.07
S. P.	\$2537.07
D. D.	\$2754.34
D. E.	\$1778.06
C. C.-H.	\$3507
L. V.	\$1294.85
D. C.	\$3349.02

Defendant's Initials SW

Initials of victim	Refund due to victim
L. B.	\$2773.16
M. P.	\$1086.99
T. N.-J.	\$3066.85
A. B.	\$3174.17
C. N.	\$6466.76
C. C.	\$966.87
M. S.	\$889.08
K. M.	\$1565.29
S. C.	\$175.69
R. M.	\$3716.83
C. B.	\$367.02
K. N.	\$922.97
C. S.	\$1379.98
TOTAL	\$43,805.07

6. Guideline Stipulation

The United States and the Defendant stipulate and agree that the actual loss and the intended loss for sentencing guidelines purposes is \$289,765. The United States and the Defendant further stipulate and agree that the number of victims for sentencing guidelines purposes is fifty-two. The Defendant understands that this stipulation is not binding on the Court, and if the Court does not accept this stipulation, the Defendant shall not be free to withdraw her guilty plea.

7. Defendant's Agreement Not to Seek to Collect Any Debts from Victims

As a condition of entering into this plea agreement, defendant agrees not to collect any purported debt owed to defendant by any person who is either owed restitution or on whose behalf restitution is owed to the USDOE or to the Department of Veterans Affairs under the terms of this Plea Agreement. Defendant acknowledges and agrees that she has received the full names of victims identified in paragraph A.5.

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, 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.

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(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. ^ل § 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(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from

imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. 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(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

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 her financial statement and disclosures will be complete, accurate and truthful and will include all assets in

which she has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States 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,

Defendant's Initials AW

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

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).

Defendant's Initials MS

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's Initials GW

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.

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

Defendant's Initials *GW*

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 21st day of September 2018.

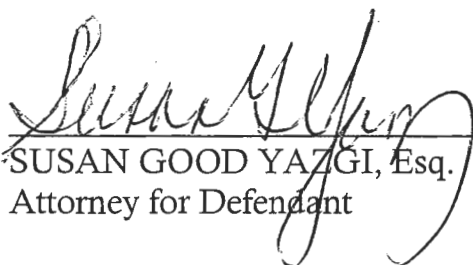
MARIA CHAPA LOPEZ
United States Attorney




GLORIA WILEY
Defendant



LAURA COFER TAYLOR
Assistant United States Attorney



SUSAN GOOD YAZGI, Esq.
Attorney for Defendant



KELLY S. KARASE
Assistant United States Attorney
Deputy Chief, Jacksonville Division

Defendant's Initials BW

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v.

Case No. 3:18-cr-

GLORIA WILEY

PERSONALIZATION OF ELEMENTS

As to Count One:

1. From on or about June 24, 2015, continuing through the present, in Duval County, in the Middle District of Florida, and elsewhere, did you knowingly and willfully fail to refund certain funds, specifically, U.S. Department of Education funds provided to Stenotype Institute of Jacksonville, Inc. on behalf of a student with the initials D. E.?

2. Do you acknowledge that those funds were provided or insured under Title 20, United States Code, Chapter 28, Subchapter IV (Title IV)?

3. Do you acknowledge that the quantity of funds in question was \$12,265?

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v.

Case No. 3:18-cr-

GLORIA WILEY

FACTUAL BASIS

Stenotype Institute of Jacksonville, Inc. (Stenotype), formerly was a Jacksonville-based stenography school located at 3563 Phillips Highway, Jacksonville, Florida, within the Middle District of Florida. Stenotype provided professional education to individuals wishing to pursue a career in stenography, including court reporting and medical transcription. Stenotype was owned by Robert Wiley and Gloria WILEY until the death of Robert Wiley in November 2014, at which point Stenotype was wholly owned by Gloria WILEY. Stenotype ceased operations around March 2016. During the time Stenotype operated, it was eligible to receive federal student aid funds provided or insured by the U.S. Department of Education (USDOE) under Title 20, United States Code, Chapter 28, Subchapter IV (Title IV Funds). As part of Stenotype's agreement with USDOE related to its receipt of Title IV Funds on behalf of students, referred to as a Program Participation Agreement (PPA), Stenotype was required to refund to the USDOE any excess Title IV Funds drawn on the student's behalf that were not used either for the student's expenses (including tuition and applicable fees) or for the student's

living expense stipend. Stenotype was required to pay any living expense stipend drawn from Title IV Funds on behalf of a student to the student. Any such refunds were required to be made within 45 days of the refund obligation being incurred. Stenotype was also required to return all or a portion of Title IV Funds drawn on behalf of students who withdrew from coursework during a school term, as outlined in the PPA.

Beginning at least by June 2015, Stenotype fell behind in making refunds of Title IV Funds to the USDOE, to the Veterans Administration, and to students. Rather than make the required refunds, one of the staff members of Stenotype, D. T., kept track of these non-refunds in a spreadsheet. During this time, WILEY continued to draw checks on Stenotype's account payable to herself.

On January 25-29, 2016, employees of the USDOE came to Stenotype's campus in Jacksonville to conduct a program review to ensure that Stenotype's student aid files were properly maintained and that Title IV Funds were being properly distributed. While at Stenotype, the USDOE employees were informed that Stenotype was substantially behind in making refunds of Title IV Funds to USDOE, to the Veterans Administration, and to students, and the aforementioned tracking spreadsheet maintained by D. T. was provided by D. T. to the USDOE employees. Stenotype's tracking spreadsheet showed that approximately \$290,000 in Title IV Funds refunds were owed to USDOE and to students, and that approximately \$9000 in Veterans Affairs student aid funding was owed to the Department of Veterans Affairs. The obligations to pay these refunds had been incurred beginning on June

18, 2015, through March 3, 2016. Among others, these Title IV Funds refunds included on behalf of former student D. E. \$12,265 owed to the USDOE and an additional \$1778.06 owed to D. E. personally, with the refund obligations being incurred as of June 24, 2015.

WILEY has not paid back any of these refunds and they remain due and owing.