

FILED IN OPEN COURT
1-26-2022
CLERK, U. S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE, FLORIDA

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 3:19-cr-46-TJC-LLL

WAYNE BOWEN

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Roger B. Handberg, United States Attorney for the Middle District of Florida, and the defendant, WAYNE BOWEN, and the attorney for the defendant, Lisa Call, Esq., mutually agree as follows:

A. Particularized Terms

1. Count Pleading To

The defendant shall enter a plea of guilty to Count Two of the Indictment. Count Two charges the defendant with aggravated identity theft, in violation of 18 U.S.C. § 1028A(a)(1).

2. Mandatory Minimum and Maximum Penalties

Count Two carries a mandatory sentence of two years' imprisonment, or both imprisonment and a fine of not more than \$250,000, a term of supervised release of not more than one year, and a mandatory special assessment of \$100 due on the date of sentencing. A violation of the terms and conditions of supervised

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release carries a maximum sentence of not more than one year' imprisonment, as well as the possibility of an additional term of supervised release.

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 Two are:

- One: the defendant knowingly transferred, possessed, or used another person's means of identification;
- Two: without lawful authority; and
- Third: during and in relation to the theft of government property offense alleged in the indictment.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts One and Three, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. Agreement to Pay Restitution

Pursuant to 18 U.S.C. § 3663(a), as part of this plea agreement, the defendant agrees to make full restitution to the U.S. Department of Veterans Affairs in the amount of \$32,434; the U.S. Department of Housing and Urban Development in the amount of \$18,905; and the U.S. Department of Agriculture in the amount of \$12,434.

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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 (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

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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

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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,

Defendant's Initials Wb

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 Wb

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

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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

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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 7th day of January 2022.

ROGER B. HANDBERG
United States Attorney

Wayne Bowen
WAYNE BOWEN
Defendant

mjh
MICHAEL J. COOLICAN
Assistant United States Attorney

Lisa Call
LISA CALL
Attorney for Defendant

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

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

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v.

CASE NO. 3:19-cr-46-TJC-LLL

WAYNE BOWEN

PERSONALIZATION OF ELEMENTS

1. Do you admit that, on or about October 29, 2014, in the Middle District of Florida, while applying for federal housing benefits, you knowingly possessed, transferred, and used the means of identification of another person, specifically the name and social security number of an actual person with the initials W.B.?

2. Do you admit that you had no lawful authority to possess, transfer, or use W.B.'s name and social security number?

3. Do you admit that when you possessed, transferred, and used W.B.'s name and social security number, it was during and in relation to the knowing and willful theft of more than \$1,000 in housing benefits provided by the U.S.

Department of Veterans Affairs and U.S. Department of Housing and Urban Development?

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FACTUAL BASIS

On October 29, 2014, the defendant, Wayne Bowen, submitted a written application for federal housing benefits in the name of the defendant's twin brother, whose initials are W.B. On the application, the defendant listed his own home address in Jacksonville (where W.B. had never lived). He also listed W.B.'s social security number and a Florida ID card number. The ID card associated with that ID card number was issued in W.B.'s name, but the photo on the card was of the defendant and not W.B. Also submitted with the application were copies of W.B.'s social security card and his DD-214, a U.S. Department of Defense form documenting W.B.'s service and honorable discharge from the U.S. Army. (Unlike W.B., the defendant is not a veteran of the U.S. military.)

The defendant was eventually approved for housing benefits and began living in subsidized housing under W.B.'s name. The subsidy was funded under a joint program administered by the U.S. Department of Veterans Affairs (VA) and U.S. Department of Housing and Urban Development (HUD). The program – called the

Defendant's Initials W/B

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Veterans Affairs Supportive Housing program – is solely available to indigent military veterans.

On November 20, 2017, a HUD Office of Inspector General (OIG) Special Agent and VA-OIG Special Agent interviewed the defendant at his subsidized apartment in Jacksonville. The defendant confirmed that he was Wayne Bowen and initially feigned surprise that records showed that W.B. was associated with his apartment. He stated that W.B. was his brother who lived in another state and who had never visited him in Jacksonville. He stated that he had not seen W.B. in 27 years. The defendant confirmed that he was receiving housing and VA benefits and claimed not to know why the government was providing those benefits under W.B.'s name and not his own.

The defendant eventually stated that he began using W.B.'s identity four or five years earlier because he owed child support, was having financial problems, and was abusing drugs and alcohol. He could recite W.B.'s social security number from memory and confirmed that he had obtained a Florida ID card in W.B.'s name. He admitted that when arrested in the past, he had used W.B.'s name, including in cases that led to convictions.

The defendant told the agents that he and W.B. had enlisted in the U.S. Army at the same time, but that they had been stationed at different locations. He claimed to have left the service in 1979. He stated that he visited VA medical clinics to receive medical treatment on only a few occasions.

At the conclusion of the interview, the defendant stated that he knew that he would eventually be discovered and that he wanted to cooperate. He wrote a statement in which he admitted using W.B.'s identity and expressed regret.

After the interview, agents confirmed via VA records that the defendant had never served in the military. As such, he was not eligible for the Veterans Affairs Supportive Housing program or to receive medical treatment at VA facilities. The agents also obtained a Florida Department of Corrections photo depicting the defendant that was associated with a prisoner who served a prison sentence for a Sale of Cocaine conviction entered under W.B.'s name.

On November 22, 2017, two VA-OIG Special Agents interviewed the defendant outside of a gas station in Jacksonville. Confronted about his false claim of military service, the defendant confirmed that he had never served and explained that he told the agents otherwise because he had claimed to be a veteran for so many years. When asked, the defendant confirmed that he had obtained food stamps and served two prison sentences under W.B.'s name.

The U.S. Department of Veterans Affairs has provided the defendant with \$32,434 in medical services in W.B.'s name. The U.S. Department of Housing and Urban Development has provided the defendant with \$18,905 in housing subsidies in W.B.'s name. The U.S. Department of Agriculture has paid \$12,434 in nutritional benefits to the defendant under W.B.'s name. W.B. has confirmed that he did not apply for any of these benefits and that he never gave the defendant permission to use his name.

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On March 27, 2019, a federal grand jury indicted the defendant in this case. Law enforcement was unable to locate him until his arrest on August 16, 2021. When he was arrested, the defendant was in possession of a Florida identification card, once again in W.B.'s name, which the defendant had obtained on November 14, 2019. He also had applied to the Florida Department of Children and Family for nutritional benefits, again in W.B.'s name, on June 30, 2021.