

AF Approval SMC

Chief Approval KMH

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:17-cr-63-Orl-37DCI

BELENDASANDY

**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, BELENDASANDY, and the attorney for the defendant, William Bryan Park, II, Esquire, 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 Obstruction of Justice, in violation of 18 U.S.C. § 1512(b)(3).

2. Maximum Penalties

Count One carries a maximum sentence of 20 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. With respect to

Defendant's Initials BS

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 engaged in misleading conduct toward another person;

Second: The defendant did so with the intent to hinder, delay, or prevent the communication to a federal law enforcement officer or judge of the United States; and

Third: The communication was of information relating to the commission or possible commission of a Federal crime.

4. Counts Dismissed

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

Defendant's Initials     *MP*

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 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. 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

Defendant's Initials MS

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

Defendant's Initials AD

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 been provided or what type of motion related thereto will be filed, if any, rests

Defendant's Initials 

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

Defendant's Initials 

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 hereby agree to reinstatement of such charges by rescission of any order

Defendant's Initials




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 to which the defendant has pled; or in the alternative, at the option of the

Defendant's Initials 




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. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant or defendant's nominees.

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 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.


If the United States seeks the forfeiture of specific assets 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

Defendant's Initials 

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 directly or indirectly, 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, and to consent to the release of the defendant's tax returns for the previous five years. The defendant further 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 Fed. R. Crim. P. 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 Initials 

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.

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.

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 any agreed money judgment amount, is collected in full.


Defendant's Initials 

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. To ensure that this obligation is satisfied, the defendant agrees to deliver a check or money order to the Clerk

Defendant's Initials 

of the Court in the amount of \$100, payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing. 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

Defendant's Initials 

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,

Defendant's Initials 

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 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

Defendant's Initials




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

Defendant's Initials 



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


Defendant's Initials MS

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.

Defendant's Initials 

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 23 day of May, 2017.

Belenda Sandy  
BELENDAS SANDY  
Defendant

W. STEPHEN MULDROW  
Acting United States Attorney

Andrew C. Searle  
Andrew C. Searle  
Assistant United States Attorney

William Bryan Park, II  
William Bryan Park, II, Esquire  
Attorney for Defendant

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

Defendant's Initials hE

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:17-cr-63-Orl-37DCI


BELEND A SANDY

PERSONALIZATION OF ELEMENTS

First: On or about November 28, 2016, did you knowingly engage in misleading conduct towards another person, that is, an Investigator from the Volusia County Sheriff's Office who was investigating the kidnapping of an individual with the initials of R.M. that occurred on or about November 27, 2016, in Ormond Beach, Florida, in the Middle District of Florida?

Second: Did you do so with the intent to hinder, delay, or prevent communication to a federal law enforcement officer or judge of the United States, that is agents of the Federal Bureau of Investigation and the United States Department of Justice and judges of the United States of America?

Third: Did the information that you sought to hinder, delay, or prevent from being communicated to agents of the Federal Bureau of Investigation and the United States Department of Justice and judges of the United States of America, relate to the commission or possible commission of a Federal crime, that is, the kidnapping of an individual with the initials of R.M. that occurred on or about November 27, 2016, in Ormond Beach, Florida, in the Middle District of Florida?

Defendant's Initials 

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

UNITED STATES OF AMERICA


v.

CASE NO. 6:17-cr-63-Orl-37DCI

BELENDASANDY

FACTUAL BASIS

On or about November 28, 2016, in the Middle District of Florida, and elsewhere, the defendant, BELENDASANDY (SANDY), did knowingly engage in misleading conduct toward another person and persons, that is, Investigators from the Volusia County Sheriff's Office (VCSO), with the intent to hinder, delay, and prevent the communication to federal law enforcement officers and judges of the United States of information relating to the commission and possible commission of a federal offense, that is, SANDY did knowingly mislead VCSO Investigators in order to prevent them from communicating to agents of the Federal Bureau of Investigation (FBI) and the United States Department of Justice and judges of the United States of America, information relating to the kidnapping of an individual with the initials R.M. on or about November 27, 2016, in Ormond Beach, Florida, in the Middle District of Florida.

Defendant's Initials 

Generally, and without detailing every aspect, SANDY's offense occurred as follows:

On or about November 27, 2016, R.M. went for a jog on the beach in Ormond Beach, Florida, in the Middle District of Florida. At some point thereafter, R.M. was shot and killed by her estranged husband Jarvis Wayne Madison (Madison) who later buried R.M.'s body in Tennessee. On December 2, 2016, Madison was arrested in Kentucky by law enforcement officials. On this same date, FBI Special Agents recovered R.M.'s body in Tennessee.

On November 27, 2016, when R.M. did not return home from her jog, her family members reported her missing to the VCSO. During a preliminary investigation, VCSO Investigators determined that Madison was the prime suspect in R.M.'s disappearance. Specifically, the VCSO Investigators learned that R.M. had recently relocated to Florida from Indiana, in an attempt to escape from Madison's abusive and controlling behavior. The VCSO Investigators also learned that just before R.M. left Indiana, Madison held her captive inside a vehicle at gunpoint and fired a shot from his pistol in the presence of R.M. Cell site tower records for MADISON's cellular telephone number also confirmed that MADISON had travelled to Ormond Beach around the time of R.M.'s disappearance.

Based on telephone records, VCSO Investigators discovered that on November 27, 2016, around the time that R.M. left for her jog, Madison's cellular telephone had an approximately 23-minute phone call with a telephone number associated with SANDY. The Investigators eventually determined that SANDY was a retired FBI employee who lived in Buckhannon, West Virginia. A plate reader device also determined that on November 28, 2016, the day after R.M. went missing, Madison's vehicle was travelling in West Virginia near SANDY's residence.

On November 28, 2016, at approximately 4:06 p.m., a VCSO Investigator contacted SANDY by calling the same telephone number that MADISON had contact with around the time that R.M. went missing. After SANDY answered the call, the Investigator conducted an audio-recorded interview. During this interview, SANDY made several false statements, including the following:

- a. SANDY initially denied having any recent contact with Madison or R.M. She claimed that she had not spoken to Madison in months, and did not communicate with him anymore.
- b. SANDY specifically denied having the 23-minute conversation with Madison on November 27, 2016, despite the Investigator telling her that the call was reflected in telephone records.
- c. After the Investigator informed SANDY that Madison was a suspect in an abduction case involving R.M., SANDY continued to deny that she had a telephone conversation with Madison on November

27, 2016. SANDY further claimed that she wanted nothing to do with Madison.

The Investigator eventually warned SANDY that if she was withholding information she could get into trouble. SANDY was also told that her information could be very helpful in the investigation, and that law enforcement had a strong belief that Madison had followed R.M. to Florida, where he abducted R.M. In response to this, SANDY stated, "I don't know how you abduct your wife, that's a new one." The Investigator told SANDY that law enforcement believed that it was an abduction and that they were concerned that R.M. might be in danger or dead. The Investigator then told SANDY that Madison took "a shot" at R.M. in the recent past. Thereafter, SANDY continued to make false statements, including the following:

- a. SANDY told the Investigator that she had not seen Madison.
- b. SANDY then admitted that Madison had called her the previous day (November 27, 2016) but she claimed that she did not listen to what he said. She further claimed that while he was talking, she laid the phone down and did not pay attention.
- c. The Investigator pleaded with SANDY to be truthful because someone's life was on the line. SANDY then claimed that Madison told her that he was on a "job site doing work" when he called, and that Madison did not say where he was.
- d. SANDY stated that she had not heard from Madison in a long time until he called her on November 27, 2016.



- e. SANDY denied having any text message communication with Madison and denied having any contact with him on November 28, 2016.
- f. SANDY stated that she had no idea where Madison might go and claimed that she knew very little about him.

During this interview, SANDY also omitted the following information, thereby making her statements to the VCSO Investigator misleading:

- a. SANDY failed to mention that Madison had stayed at her residence from November 17, 2016, to November 26, 2016, during which time he made repeated attempts to reach R.M.
- b. SANDY failed to mention a voicemail that R.M. left on her cell phone, which she played for Madison on November 26, 2017.
- c. SANDY failed to mention that Madison told her in the November 27, 2016 phone call that he was in Florida, and that he was looking at R.M. as she was jogging on the beach.

Towards the end of the interview, the Investigator provided SANDY with telephone numbers for himself and for a VCSO Sergeant who was supervising the missing person investigation. The Investigator also asked SANDY to contact the VCSO if she heard from Madison in the future. The Investigator further told SANDY that her cooperation could assist law enforcement in locating Madison and R.M.

An FBI investigation has confirmed that SANDY engaged in misleading conduct towards the VCSO Investigator by knowingly making false statements or omitting information from such statements, thereby

causing them to be misleading. Specifically, the FBI has learned the following:

- a. SANDY has known Madison since 2009, and was in an intimate relationship with Madison prior to receiving the call from the VCSO Investigator.
- b. In August 2014, at a sporting goods store in Indiana, SANDY acted as the straw purchaser of a firearm that she purchased for Madison.
- c. In the days leading up to R.M.'s disappearance, from November 17, 2016, to November 26, 2016, SANDY allowed Madison to stay at her residence in West Virginia. During this stay, SANDY provided Madison with food and approximately \$1,000, and purchased new tires for Madison's vehicle. SANDY also witnessed Madison attempting to reach R.M. by calling the cellular telephone of R.M.'s aunt and leaving messages. Madison also told SANDY that he wanted to return property to R.M. that had been left inside his vehicle. SANDY further observed Madison making phone calls to individuals to check on whether there had been state warrants issued for his arrest in connection with R.M.'s escape from him in Indiana.
- d. After R.M. left a voicemail on SANDY's cell phone on November 26, 2016, SANDY called the number that R.M. called from and discovered that it was from a Publix grocery store in Ormond Beach. SANDY told Madison about this voicemail and played the voicemail for Madison. On the same day that Madison learned of this voicemail, Madison left West Virginia and began travelling to Florida.
- e. On November 27, 2016, during the 23-minute phone conversation that occurred just before R.M. went missing, Madison told SANDY that he was outside the residence of R.M.'s aunt in Florida. Before abruptly hanging up the phone with SANDY, Madison further stated that he had just observed R.M. leave the residence while wearing a new jogging outfit. After Madison hung up, SANDY did not contact law enforcement.

- f. On November 28, 2016, Madison returned to SANDY's residence where he stayed until SANDY received the telephone call from the VCSO Investigator. After getting off the phone with the Investigator, SANDY met Madison at a 7-11 gas station near her home, where she told Madison about the phone call she received from law enforcement. SANDY told Madison that law enforcement was looking for him and suspected him in R.M.'s disappearance. SANDY further told Madison that he needed to get out of her house. In response, Madison said that he needed a place to think and that he did not want to die that night. At some point later that day, Madison drove from West Virginia to Tennessee, and buried the body of R.M., whom he shot and killed sometime after the victim left for her jog on November 27, 2016.

SANDY's misleading conduct towards the VCSO Investigator on November 28, 2016, prevented the communication of relevant information relating to the possible commission of a federal kidnapping to the FBI. Had SANDY been truthful with the VCSO Investigator about Madison's conduct, both before and after the victim's disappearance, the VCSO would have immediately notified local FBI Special Agents that the victim was likely kidnapped by Madison and taken to another state. Further, FBI Special Agents at the Daytona Resident Agency would have likely asked their counterparts in West Virginia to go to SANDY's residence to look for Madison. This could have led to Madison's arrest with the victim's body still in his vehicle. This would have led to relevant information being reported to a United States Magistrate Judge, much sooner than otherwise occurred, for the

purposes of issuing a criminal complaint charging Madison with federal kidnapping.

Since the November 28, 2016, interview by the VCSO Investigator, SANDY has been interviewed multiple times by Deputy U.S. Marshals and FBI Special Agents concerning the kidnapping and disappearance of R.M. During these subsequent interviews, SANDY continued to engage in misleading conduct towards the interviewers by making false statements and omitting material information. Eventually, SANDY admitted to FBI Special Agents that she provided false information during the VCSO interview on November 28, 2016, as well as in subsequent interviews conducted during the investigation. Throughout all of her interviews with law enforcement, SANDY maintained that she did not know that Madison planned to kidnap or murder R.M.