



U.S. Department of Justice

United States Attorney  
District of New Jersey

970 Broad Street, Suite 700  
Newark, NJ 07102

(973) 645-2700

MMW/PL AGR  
2013R00528

April 27, 2016

**Via E-Mail and FedEx**

Lorraine Gauli-Rufo, Esq.  
130 Pompton Avenue  
Verona, New Jersey 07044

Re: Plea Agreement with John Edward Stevens

Dear Ms. Gauli-Rufo:

This letter sets forth the plea agreement between your client, John Edward Stevens, and the United States Attorney for the District of New Jersey ("this Office"). The government's offer to enter into this plea agreement supersedes any other offer and will expire on May 4, 2016 at 10:30 a.m. if it is not accepted in writing by that date.

Charge

Conditioned on the understandings specified below, this Office will accept a guilty plea from John Edward Stevens ("STEVENS"), pursuant to Fed. R. Crim. P. 11(c)(1)(C), to Count Two of the Indictment, Criminal No. 15-225. Count Two charges STEVENS with one count of armed bank robbery, in violation of 18 U.S.C. §§ 2113(d) and 2.

If STEVENS enters a guilty plea and is **sentenced to a term of 240 months' imprisonment and 3 years of supervised release** on this charge, and otherwise fully complies with all of the terms of this agreement, this Office will not initiate any further criminal charges against STEVENS for his involvement in the robbery of the TD Bank located in or around Oakland, New Jersey on or about April 15, 2013. In addition, if STEVENS fully complies with all of the terms of this agreement, at the time of sentencing in this matter, this Office will move to dismiss Count One of the Indictment, Criminal No. 15-225, and will additionally withdraw the Superseding Enhanced Penalty Information filed against STEVENS on or about March 30, 2016 in Criminal No. 15-225. However, in the event that a guilty plea in this matter is not entered for any reason or the judgment of conviction entered as a result of this

guilty plea does not remain in full force and effect, STEVENS agrees that any dismissed charges, any enhanced penalty information, and any other charges that are not time-barred by the applicable statute of limitations on the date this agreement is signed by STEVENS may be commenced and/or filed against him, notwithstanding the expiration of the limitations period after STEVENS signs the agreement.

Should the Court at any time reject the plea under Fed. R. Crim. P. 11(c)(1)(C) or act contrary to its terms, either party may elect to be relieved of the terms of this plea and the parties will be returned to the status prior to the entry of the plea. This Office will advise the Court and the Probation Department of information related to sentencing, and such information may be used by the Court in determining STEVENS's sentence.

### Sentencing

The violation of 18 U.S.C. §§ 2113(d) and 2 to which STEVENS agrees to plead guilty in Count Two carries a statutory maximum prison sentence of 25 years and a statutory maximum fine equal to the greatest of: (1) \$250,000, or (2) twice the gross amount of any pecuniary gain that any persons derived from the offense, or (3) twice the gross amount of any pecuniary loss sustained by any victims of the offense.

Fines imposed by the sentencing judge may be subject to the payment of interest.

Further, in addition to imposing any other penalty on STEVENS, the sentencing judge: (1) will order STEVENS to pay an assessment of \$100 pursuant to 18 U.S.C. § 3013, which assessment must be paid by the date of sentencing; (2) must order STEVENS to pay restitution pursuant to 18 U.S.C. §§ 3663 *et seq.*; (3) may order STEVENS pursuant to 18 U.S.C. § 3555, to give notice to any victims of his offense; and (4) pursuant to 18 U.S.C. § 3583 may require STEVENS to serve a term of supervised release of not more than 5 years on Count Two, which will begin at the expiration of any term of imprisonment imposed. Should STEVENS be placed on a term of supervised release and subsequently violate any of the conditions of supervised release before the expiration of its term, STEVENS may be sentenced to not more than 3 years' imprisonment (as to Count Two) in addition to any prison term previously imposed, regardless of the statutory maximum term of imprisonment set forth above and without credit for time previously served on post-release supervision, and may be sentenced to an additional term of supervised release.

Pursuant to Fed. R. Crim. P. 11(c)(1)(C), this Office and STEVENS agree that a sentence of 240 months' imprisonment and 3 years of supervised release is reasonable and is the appropriate disposition of this case. Accordingly, if the Court accepts this plea agreement, STEVENS will be sentenced to a term of 240 months' imprisonment and 3 years of supervised release.

#### Rights of This Office Regarding Sentencing

Except as otherwise provided in this agreement, this Office reserves its right to take any position with respect to the appropriate sentence to be imposed on STEVENS by the sentencing judge, to correct any misstatements relating to the sentencing proceedings, and to provide the sentencing judge and the United States Probation Office all law and information relevant to sentencing, favorable or otherwise. In addition, this Office may inform the sentencing judge and the United States Probation Office of: (1) this agreement; and (2) the full nature and extent of STEVENS's activities and relevant conduct with respect to this case.

#### Stipulations

This Office and STEVENS agree to stipulate at sentencing to the statements set forth in the attached Schedule A, which hereby is made a part of this plea agreement. These stipulations are offered as recommendations to the Court pursuant to Fed. R. Crim. P. 11(c)(1)(C), and bind the Court once, and if, the Court accepts the plea agreement. To the extent that the parties do not stipulate to a particular fact or legal conclusion, each reserve the right to argue the existence of and the effect of any such fact or conclusion upon the sentence. Moreover, this agreement to stipulate on the part of this Office is based on the information and evidence that this Office possesses as of the date of this agreement. Thus, if this Office obtains or receives additional evidence or information prior to sentencing that it determines to be credible and to be materially in conflict with any stipulation in the attached Schedule A, this Office shall not be bound by any such stipulation. A determination that any stipulation is not binding shall not release either this Office or STEVENS from any other portion of this agreement, including any other stipulation. If the sentencing court rejects a stipulation, both parties reserve the right to argue on appeal or at post-sentencing proceedings that the Court was within its discretion and authority to do so. These stipulations do not restrict this Office's right to respond to questions from the Court and to correct misinformation that has been provided to the Court.

### Immigration Consequences

STEVENS understands that, if he is not a citizen of the United States, his guilty plea to the charged offense will likely result in his being subject to immigration proceedings and removed from the United States by making him deportable, excludable, or inadmissible, or ending his naturalization. STEVENS understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. STEVENS wants and agrees to plead guilty to the charged offense regardless of any immigration consequences of this plea, even if this plea will cause his removal from the United States. STEVENS understands that he is bound by his guilty plea regardless of any immigration consequences of the plea. Accordingly, STEVENS waives any and all challenges to his guilty plea and to his sentence based on any immigration consequences, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or any kind of collateral attack challenging his guilty plea, conviction, or sentence, based on any immigration consequences of his guilty plea.

### Waiver of Appeal and Post-Sentencing Rights

As set forth in Schedule A, this Office and STEVENS waive certain rights to file an appeal, collateral attack, writ, or motion after sentencing, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2255, which challenges the convictions or sentence imposed by the Court if the plea is accepted and the sentence is imposed in accordance with the terms of this agreement. This Office will not file any appeal, motion, or writ which challenges the conviction or sentence imposed by the Court if that sentence is imposed in accordance with the terms of this agreement. Furthermore, if the Court accepts the terms of this plea agreement, both parties waive the right to file an appeal, collateral attack, writ or motion not barred by the proceeding paragraphs.

### Other Provisions

This agreement is limited to the United States Attorney's Office for the District of New Jersey and cannot bind other federal, state, or local authorities. However, this Office will bring this agreement to the attention of other prosecuting offices, if requested to do so.

This agreement was reached without regard to any civil or administrative matters that may be pending or commenced in the future against STEVENS. This agreement does not prohibit the United States, any agency thereof (including the Internal Revenue Service and Immigration and

Customs Enforcement) or any third party from initiating or prosecuting any civil or administrative proceeding against STEVENS.

No provision of this agreement shall preclude STEVENS from pursuing in an appropriate forum, when permitted by law, an appeal, collateral attack, writ, or motion claiming that STEVENS received constitutionally ineffective assistance of counsel.

No Other Promises

This agreement constitutes the plea agreement between STEVENS and this Office and supersedes any previous agreements between them. No additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties.


Very truly yours,

PAUL J. FISHMAN  
United States Attorney



By: MELISSA M. WANGENHEIM  
Assistant U.S. Attorney

APPROVED:

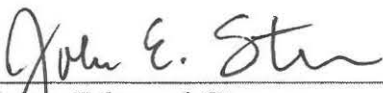


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JOHN GAY  
Deputy Chief, Criminal Division  
United States Attorney's Office

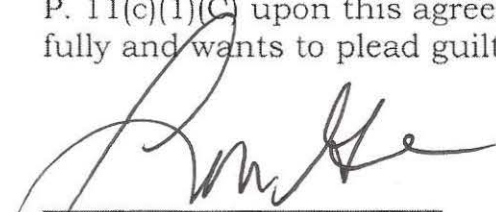
I have received this letter from my attorney, Lorraine Gauli-Rufo, Esq. I have read it. My attorney and I have discussed it and all of its provisions, including those addressing the charge, sentencing, stipulations, waiver, and immigration consequences, as well as the impact of Fed. R. Crim. P. 11(c)(1)(C) upon this agreement. I understand this letter fully. I hereby accept its terms and conditions and acknowledge that it constitutes the plea agreement between the parties. I understand that no additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties. I want to plead guilty pursuant to this plea agreement.

AGREED AND ACCEPTED:

  
\_\_\_\_\_  
John Edward Stevens

Date: 5-02-16

I have discussed with my client this plea agreement and all of its provisions, including those addressing the charge, sentencing, stipulations, waiver, and immigration consequences, as well as the impact of Fed. R. Crim. P. 11(c)(1)(C) upon this agreement. My client understands this plea agreement fully and wants to plead guilty pursuant to it.

  
\_\_\_\_\_  
Lorraine Gauli-Rufo, Esq.

Date: 5-02-16

Plea Agreement With John Edward Stevens

Schedule A

1. This Office and John Edward Stevens ("STEVENS") agree to stipulate to the following facts:

a. On or about April 15, 2013, STEVENS did knowingly, by force, violence, and intimidation, take from the person and presence of others, namely, employees of the TD Bank located at 160 Ramapo Valley Road, Oakland, New Jersey (the "Victim Bank"), approximately \$4,658 in money belonging to the Victim Bank, the deposits of which were then insured by the Federal Deposit Insurance Corporation.

b. In committing this offense, STEVENS assaulted and put in jeopardy the life of another person by the use of a dangerous weapon.

c. On or about March 5, 1990, STEVENS was convicted in the United States District Court for the Central District of California (Indictment 90-00040) of armed bank robbery, in violation of Title 18, United States Code, Section 2113(d).

d. On or about August 30, 1989, STEVENS was convicted in the United States District Court for the Central District of California (Indictment 89-00063), of two counts of armed bank robbery, in violation of Title 18, United States Code, Section 2113(d), and one count of carrying a firearm during and in relation to a crime of violence, in violation of Title 18, United States Code, Section 924(c).

e. On or about May 18, 1989, STEVENS was convicted in the United States District Court for the Southern District of Ohio (Indictment 89-00022), of armed bank robbery, in violation of Title 18, United States Code, Section 2113(d).

2. In accordance with the above, and pursuant to Fed. R. Crim. P. 11(c)(1)(C), the parties agree that a sentence of 240 months' imprisonment and 3 years of supervised release for the charge contained in Count Two of the Indictment is reasonable under 18 U.S.C. § 3553(a), and neither party will argue for a sentence below or above 240 months' imprisonment and 3 years of supervised release. Furthermore, should the Court reject this agreement, either party may elect to be relieved of the terms of this plea and the parties will be returned to the status prior to the entry of the plea.

3. STEVENS knows that he has and, except as noted below in this paragraph, voluntarily waives, the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2255, which challenges the sentence imposed by the sentencing Court if the sentence imposed is 240 months' imprisonment and 3 years of supervised release. This Office will not file any appeal, motion or writ which challenges the sentence imposed by the sentencing Court if the sentence imposed is 240 months' imprisonment and 3 years of supervised release. The provisions of this paragraph are binding on the parties even if the Court employs a Guidelines analysis different from that stipulated to herein. Furthermore, if the sentencing court accepts the stipulation set forth in Schedule A, both parties waive right to file an appeal, collateral attack, writ, or motion claiming that the sentencing Court erred in doing so.

4. Both parties reserve the right to oppose or move to dismiss any appeal, collateral attack, writ, or motion not barred by the preceding paragraph.