

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

FILED
VANESSA L. ARMSTRONG
APR 12 2016

U.S. DISTRICT COURT
WEST'N. DIST. KENTUCKY

UNITED STATES OF AMERICA

vs.

CRIMINAL ACTION NO. 3:14CR108-JHM

HOWARD KEY CHAMBERS

DEFENDANT

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c)(1)(A) and (C), the United States of America, by John E. Kuhn, Jr., United States Attorney for the Western District of Kentucky, and defendant, Howard Key Chambers, and his attorneys, Rob Eggert, Scott C. Cox, and Michael R. Mazzoli, have agreed upon the following:

1. Defendant acknowledges that he has been charged in the Superseding Indictment in this case with violating 18 U.S.C. §§ 1591(a)(1), 1591(b)(1), 1591(e)(3) and 2422(b).

2. Defendant has read the charges against him contained in the Superseding Indictment, and the charges have been fully explained to him by his attorney. Defendant fully understands the nature and elements of the crimes with which he has been charged.

3. Defendant will enter voluntary pleas of guilty to Count 8 of the Superseding Indictment in this case. Defendant will plead guilty because he is in fact guilty of the charge.

The parties agree to the following factual basis for this plea:

On or about September 24, 2014, Metropolitan Police Department Detective Timothy Palchak was acting in an undercover capacity as part of a multi-jurisdictional FBI/MPD Child Exploitation Task Force in Washington, D.C. In that capacity, Detective Palchak ("UC") and members of the Task Force entered a social networking site used by persons to communicate with each other. That day, the UC met online with an individual later identified as Raymond Shadburn. During the course of the online communications, Shadburn sent several images of child pornography to the UC.

Shadburn provided a telephone number to the UC. The two engaged in an extended text communicationS. Using a law enforcement database, law enforcement

identified the subscriber of telephone number previously provided to the UC as a number assigned to Raymond Shadburn, of Seymour, Indiana.

Law enforcement officials arrested Shadburn on September 24, 2014, as he returned from a trip to Louisville where he had engaged in sexual activity with an 11-year-old child. Some of the child pornography images Shadburn had sent to the UC were of the child in Louisville. He produced the sexually explicit images of the child after meeting a family member of the girl on Craigslist.com. Shadburn drove to a residence in Louisville on several occasions and engaged in sexual acts with the child while the man watched as well as took photographs of the sexual activity. A search of the phone found in Shadburn's vehicle revealed numerous images of child pornography as well as contact information for the man responsible for the 11-year-old child in Louisville, Christopher Kosicki.

Law enforcement officials obtained and executed federal search and arrest warrants at Kosicki's home on September 25, 2014. The child depicted in Shadburn's images was present in the home (wearing a t-shirt depicted in one of Shadburn's images that had been shared with the UC). Law enforcement officials seized digital items from the home, including several cellular telephones, USB thumb drives, and a computer. Preliminary examination of the items revealed sexually explicit photographs Kosicki had taken of several children, including the 11-year-old.

The investigation revealed that Kosicki had met men (other than Shadburn), through Craigslist.com. Kosicki communicated with the men through e:mail, and made arrangements for them to engage in sexual activity with the same child. Law enforcement officials began investigating other people involved in the sexual exploitation of the child, including a white male approximately 60 years old, about 5' 8" with white/gray hair, no beard and a belly who drove a compact SUV type vehicle.

Indianapolis Metro Police Department (and Internet Crimes Against Children Task Force) Detective Darin Odier accessed Louisvilleguy83@yahoo.com, Kosicki's e:mail, and saw a message in the inbox with the subject line "Granddaddy/babysitter fantasy(2)". The Craigslist number associated with that post was 4196530058. Law enforcement officials sent a subpoena to Craigslist for account/profile information associated with the aforementioned posting number. The subpoena return showed a cell phone number listed with the account information. Open source records showed that cell number was assigned to an account in the name of Howard Key Chambers, white male, age 62, date of birth xx-xx-51. The physical description for Chambers was listed as 5' 7", 175 pounds with gray hair. The information also gave a then-current address in La Grange, Kentucky, and listed several vehicles registered to Chambers, including a 2008 Honda CR-V with Kentucky plate 366GZL, a small SUV.

These investigative efforts led to the execution of a federal search warrant at the home of Chambers in LaGrange, Kentucky; on October 14, 2014. During execution of the search warrant, Detective Odier and Louisville Metro Police Department (and Federal Bureau of Investigation Electronic Crimes Task Force Officer) Detective Brian Wright interviewed Chambers. They recorded the interview.

After being advised of his constitutional rights, Chambers talked to Detective Odier and Detective Wright for nearly an hour. During the interview, Chambers admitted that he had placed and responded to ads on Craigslist and that those ads involved sexual activity. Chambers admitted making posts that dealt with a grandpa fantasy and that someone responded to the ad who he eventually met in person. He described going to the man's house for what Chambers thought would be role play, but the man had a child there, age 10 or 11. This incident occurred approximately one year before the interview.

Chambers provided directions and landmarks pertaining to where the man lived. When Chambers arrived, he went upstairs with the man (Kosicki), who told him a boy was in one room and a girl in the other. Chambers went into the girl's bedroom. He sat down. Kosicki told the child to go to Chambers. According to Chambers, Kosicki told him he wanted Chambers' fantasy to come true and started undoing Chambers' belt. Kosicki directed the child to perform oral sex on him. He then pulled down Chambers' pants and directed the child to perform oral sex on Chambers. She put her mouth on Chambers' penis, but he claimed that he could not reach an erection. Chambers talked to the man afterward, and then left.

Chambers and Kosicki continued to communicate through Craigslist – using e:mail. The communications continued through August 2014. Kosicki and Chambers never talked on the phone. They only made arrangements through the e:mail application through Craigslist. Neither man knew the other man's name. Chambers acknowledged that being anonymous was a big part of Craigslist activity. In fact, Craigslist is set up so that communications between the users are anonymous. Over the course of a year, Chambers went to the residence to engage in sexual activity with the child on six to eight occasions. During Chambers' second trip to the home, the topic of money came up.

According to Chambers, Kosicki told him the family was short on money for rent and living needs. Chambers knew when he went back to the house that sexual activity – oral sex – was going to happen between him and the child and the child and Kosicki. Because Kosicki told Chambers he and the child were doing this with a lot of people, Chambers thought Kosicki was doing it to make money by “shaking people down.” Chambers considered calling a friend who had retired from the FBI, but he didn't. He continued to go back to the house on several occasions, to receive oral sex from the child, and paid Kosicki money.

After the first visit, Chambers received oral sex from the child in the living room – not her bedroom – and he ejaculated. Chambers gave money to Kosicki on all but a few occasions. The amount of money varied from \$100 to a few hundred dollars. Chambers gave the money directly to Kosicki. On one occasion, for the child's birthday, Chambers gave money to the child. He also gave money to Kosicki that day. Chambers knew after the first visit what was going to happen and that he had to pay some money.

On one occasion, Kosicki photographed Chambers engaging in sexual activity with the child. The image shows Chambers sitting nude on a sofa with a child under the age of 12 performing oral sex on him. That image was recovered from the digital storage devices

in Kosicki's home. Chambers identified himself as the man shown in the photo.

4. Defendant understands that the charge to which he will plead guilty carries a minimum term of imprisonment of 15 years, a maximum term of imprisonment of life, a maximum fine of \$ 250,000.00, and supervised release of at least 5 years and up to any number of years, including life, which the Court may specify. Defendant understands that an additional term of imprisonment may be ordered if the terms of the supervised release are violated, as explained in 18 U.S.C. § 3583.

5. Defendant understands that if a term of imprisonment of more than one year is imposed, the Sentencing Guidelines require a term of supervised release and that he will then be subject to certain conditions of release. §§5D1.1, 5D1.2, 5D1.3.

6. Defendant understands that by pleading guilty, he surrenders certain rights set forth below. Defendant's attorney has explained those rights to him and the consequences of his waiver of those rights, including the following:

A. If defendant persists in a plea of not guilty to the charge against him, he has the right to a public and speedy trial. The trial could either be a jury trial or a trial by the judge sitting without a jury. If there is a jury trial, the jury would have to agree unanimously before it could return a verdict of either guilty or not guilty. The jury would be instructed that defendant is presumed innocent and that it could not convict him unless, after hearing all the evidence, it was persuaded of defendant's guilt beyond a reasonable doubt.

B. At a trial, whether by a jury or a judge, the United States would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them. In turn, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court.

C. At a trial, defendant would have a privilege against self-incrimination and he could decline to testify, without any inference of guilt being drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

7. Defendant understands that the United States Attorney's Office has an obligation to fully apprise the District Court and the United States Probation Office of all facts pertinent to the sentencing process, and to respond to all legal or factual inquiries that might arise either before, during, or after sentencing. Defendant admits all acts and essential elements of the Indictment counts to which he pleads guilty.

8. Defendant acknowledges that the crime to which he is pleading guilty is covered by the mandatory restitution provisions set out in 18 U.S.C. § 2259. No requests for restitution have been submitted at this point in time. Should a restitution request be submitted, the matter will be addressed at the time of sentencing. The defendant understands that he may be responsible for a fine, costs of prosecution, costs of incarceration and supervision which may be required.

9. Defendant acknowledges liability for the special assessment mandated by 18 U.S.C. § 3013 and will pay the assessment in the amount of \$ 100.00 to the United States District Court Clerk's Office by the date of sentencing.

10. At the time of sentencing, the parties will

- agree that a sentence of between 15 and 30 years in prison followed by a life term of Supervised Release is the appropriate disposition of this case.
- agree that a fine at the lowest end of the applicable Guideline Range is appropriate, and is to be due and payable on the date of sentencing, based upon a determination of the defendant's ability to pay.

11. Defendant is aware of his right to appeal his conviction and that 18 U.S.C. § 3742 affords a defendant the right to appeal the sentence imposed. The Defendant knowingly and voluntarily waives the right (a) to directly appeal his conviction and the resulting sentence pursuant to Fed. R. App. P. 4(b) and 18 U.S.C. § 3742, and (b) unless based on claims of ineffective assistance of counsel or prosecutorial misconduct, to contest or collaterally attack his conviction and the resulting sentence under 28 U.S.C. § 2255 or otherwise.

12. The defendant has been advised and understands, that under the Sex Offender Registration and Notification Act (42 U.S.C. §§ 901 *et. seq*), the defendant must register and keep the registration current in each of the following jurisdictions: the location of the defendant's residence, the location of the defendant's employment; and, if the defendant is a student, the location of the defendant's school. Registration will require that the defendant provide information that includes name, residence address, and the names and addresses of any places at which the defendant is or will be an employee or a student. The defendant understands that he must update his registrations not later than three business days after any change of name, residence, employment, or student status. The defendant understands that failure to comply with these obligations subjects the defendant to prosecution for failure to register under federal law, 18 U.S.C. § 2250, which is punishable by a fine or imprisonment, or both.

13. Defendant waives and agrees to waive any rights under the Speedy Trial Act and understands and agrees that sentencing may be delayed so that at sentencing the Court will have the benefit of all relevant information.

14. Nothing in this Agreement shall protect defendant in any way from prosecution for any offense committed after the date of this Agreement, including perjury, false declaration, or false statement, in violation of 18 U.S.C. §§ 1621, 1623, or 1001, or obstruction of justice, in violation of 18 U.S.C. §§ 1503, 1505, or 1510. Should defendant be charged with any offense alleged to have occurred after the date of this Agreement, the information and documents disclosed to the United States during the course of the cooperation could be used against defendant in any such prosecution.

15. Defendant agrees not to pursue or initiate any civil claims or suits against the United States of America, its agencies or employees, whether or not presently known to defendant, arising out of the investigation or prosecution of the offenses covered by this Agreement.

16. The defendant hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

17. Defendant agrees to interpose no objection to the United States transferring evidence or providing information concerning defendant and this offense, to other state and federal agencies or other organizations, including, but not limited to the Internal Revenue Service, other law enforcement agencies, and any licensing and regulatory bodies, or to the entry of an order under Fed. R. Crim. P. 6(e) authorizing transfer to the Examination Division of the Internal Revenue Service of defendant's documents, or documents of third persons, in possession of the Grand Jury, the United States Attorney, or the Criminal Investigation Division of the Internal Revenue Service.

18. If the Court refuses to accept this agreement and impose sentence in accordance with its terms or dismiss Count 7 according to the United States' motion pursuant to Fed. R. Crim. P. 11(c)(1)(A) or (C), this Agreement will become null and void and neither party shall be bound thereto. The defendant will be allowed to withdraw the plea of guilty. The United States will be relieved of its obligations under the Plea Agreement and may proceed with any and all charges and, upon conviction, seek imposition of any sentence supported by the facts and law.

19. Defendant agrees that the disposition provided for within this Agreement is fair, taking into account all aggravating and mitigating factors. Defendant states that he has informed the United States Attorney's Office and the Probation Officer, either directly or through his attorney, of all mitigating factors.


20. This document and the supplemental Plea Agreement state the complete and only

Plea Agreements between the United States Attorney for the Western District of Kentucky and defendant in this case, and are binding only on the parties to this Agreement, supersedes all prior understandings, if any, whether written or oral, and cannot be modified other than in writing that are signed by all parties or on the record in Court. No other promises or inducements have been or will be made to defendant in connection with this case, nor have any predictions or threats been made in connection with this plea.

AGREED:

JOHN E. KUHN, JR.
United States Attorney

By:



Jo E. Lawless
Assistant United States Attorney

4/12/16

Date

I have read this Agreement and carefully reviewed every part of it with my attorney. I fully understand it and I voluntarily agree to it.




Howard Key Chambers
Defendant

4-12-16

Date

I am the defendant's counsel. I have carefully reviewed every part of this Agreement with the defendant. To my knowledge my client's decision to enter into this Agreement is an informed and voluntary one.



Rob Eggert
Scott C. Cox
Michael R. Mazzoli
Counsel for Defendant

4-12-16

Date

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