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8 Attorneys for Plaintiff  
 UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT  
 10 CENTRAL DISTRICT OF CALIFORNIA

11  
 12 UNITED STATES OF AMERICA,  
 13 Plaintiff,  
 14 vs.  
 15 JOSEPH R. FRANCIS,  
 16 Defendant.

Case No. CR 08-494-SJO

PLEA AGREEMENT FOR  
 DEFENDANT JOSEPH R. FRANCIS  
 PURSUANT TO FEDERAL RULE OF  
 CRIMINAL PROCEDURE 11(c)(1)(C)

Ctrm: 880 (Hon. S. James Otero)

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 20 1. This constitutes the binding plea agreement between JOSEPH R.  
 21 FRANCIS (“defendant”), and the United States Department of Justice, Tax  
 22 Division, the United States Attorney’s Office for the Central District of California,  
 23 and the United States Attorney’s Office for the District of Nevada (the  
 24 “Government”, as defined and limited above) in the above-captioned case. The  
 25 Government and the defendant understand that pursuant to Federal Rule of  
 26 Criminal Procedure 11(c)(1)(C), the court shall either accept or reject this plea  
 27 agreement in its entirety. This agreement is limited to the Government and cannot  
 28

1 bind any other federal, state or local prosecuting or administrative or regulatory  
2 authorities.

3 PLEA

4 2. Defendant gives up the right to indictment by a grand jury in  
5 connection with count three of the attached information and agrees to plead guilty  
6 to a three-count information in the form attached to this agreement or a  
7 substantially similar form.

8 NATURE OF THE OFFENSES

9 3. In order for defendant to be guilty of counts one and two of the  
10 information, which charge violations of Title 26, United States Code, Section 7207,  
11 the following must be true:

12 (a) Defendant submitted a return, statement, or other document to  
13 the Internal Revenue Service;

14 (b) The return, statement, or other document was false as to a  
15 material matter; and

16 (c) Defendant acted willfully.

17 4. In order for defendant to be guilty of count three of the information,  
18 which charges a violation of Title 18, United States Code, Section 201(c)(1)(A), the  
19 following must be true:

20 (a) Defendant gave something of value to a public official because  
21 of an official act performed by the official.

22 Defendant admits that he is, in fact, guilty of these offenses, as described in  
23 counts one, two and three of the information.

24 PENALTIES

25 5. The statutory maximum sentence that the Court can impose for a  
26 violation of Title 26, United States Code, Section 7207, is one-year imprisonment,  
27 or a fine of not more than \$100,000, pursuant to 18 U.S.C. §§ 3571(b)(5), or both; a  
28 one-year period of supervised release pursuant to 18 U.S.C. § 3583(b)(3); and a

1 mandatory special assessment of \$25 pursuant to 18 U.S.C. § 3013(a)(1)(A)(iii).  
2 The statutory maximum that the Court can impose for a violation of Title 18,  
3 United States Code, Section 201(c)(1)(A), is two years imprisonment, a fine of  
4 \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever  
5 is greatest, or both; a one-year period of supervised release pursuant to 18 U.S.C.  
6 §§ 3583(b)(3) and (d); and a mandatory special assessment of \$100 pursuant to 18  
7 U.S.C. § 3013(a)(2)(A). Thus, the total maximum sentence defendant could receive  
8 by pleading guilty to the three counts of the information is four years  
9 imprisonment; a three year period of supervised release; a fine of \$450,000 or twice  
10 the gross gain or gross loss resulting from the offense, whichever is greatest; and a  
11 mandatory special assessment of \$150.

12 6. Supervised release is a period of time following imprisonment during  
13 which defendant will be subject to various restrictions and requirements.  
14 Defendant understands that if defendant violates one or more of the conditions of  
15 any supervised release imposed, defendant may be imprisoned for all or part of the  
16 term of supervised release.

17 7. Defendant also understands that, by pleading guilty, defendant may be  
18 giving up valuable government benefits and valuable civic rights, such as the right  
19 to vote, the right to possess a firearm, the right to hold office, and the right to serve  
20 on a jury.

21 8. Defendant further understands that the conviction in this case may  
22 subject defendant to various collateral consequences, including but not limited to  
23 revocation of probation, parole, or supervised release in another case, and  
24 suspension or revocation of a professional license. Defendant understands that  
25 unanticipated collateral consequences will not serve as grounds to withdraw  
26 defendant's plea of guilty.

27  
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1 FACTUAL BASIS

2 9. Defendant and the Government agree and stipulate to the statement of  
3 facts set forth in Exhibit A hereto. This statement of facts includes facts sufficient  
4 to support a plea of guilty to the charges described in this agreement, and to  
5 establish the sentencing stipulations set forth below. It is not meant to be a  
6 complete recitation of all facts relevant to the underlying criminal conduct or all  
7 facts known to either party that relate to that conduct.

8 WAIVER OF CONSTITUTIONAL AND OTHER RIGHTS

- 9 10. By pleading guilty, defendant gives up the following rights:
- 10 (a) The right to persist in a plea of not guilty.
  - 11 (b) The right to a speedy and public trial by jury.
  - 12 (c) The right to the assistance of legal counsel at trial, including the  
13 right to have the Court appoint counsel for defendant for the purpose of  
14 representation at trial. (In this regard, defendant understands that, despite his pleas  
15 of guilty, he retains the right to be represented by counsel -- and, if necessary, to  
16 have the Court appoint counsel if defendant cannot afford counsel -- at every other  
17 stage of the proceeding.)
  - 18 (d) The right to be presumed innocent and to have the burden of  
19 proof placed on the government to prove defendant guilty beyond a reasonable  
20 doubt.
  - 21 (e) The right to confront and cross-examine witnesses against  
22 defendant.
  - 23 (f) The right, if defendant wished, to testify on defendant's own  
24 behalf and present evidence in opposition to the charges, including the right to call  
25 witnesses and to subpoena those witnesses to testify.
  - 26 (g) The right not to be compelled to testify, and, if defendant chose  
27 not to testify or present evidence, to have that choice not used against defendant.

1 (h) Any and all rights to pursue any affirmative defenses, Fourth  
2 Amendment or Fifth Amendment claims, and other pretrial motions that have been  
3 filed or could be filed on defendant's behalf.

4 SENTENCE

5 11. Defendant understands that in determining defendant's sentence and  
6 whether to accept the parties' Rule 11(c)(1)(C) plea agreement, the Court is  
7 required to consider the factors set forth in 18 U.S.C. § 3553(a)(1)-(7), including  
8 the kinds of sentences and sentencing ranges established under the United States  
9 Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines"). Defendant further  
10 understands that the Sentencing Guidelines are advisory only.

11 12. Defendant and the Government agree and stipulate that, after  
12 consideration of all the factors set forth in 18 U.S.C. § 3553(a)(1)-(7), the  
13 appropriate disposition of this case is that the Court impose a sentence of:

14 (a) 301 days imprisonment, with defendant given credit for the 301  
15 days served in pre-trial custody in this matter (from May 15, 2007 to March 10,  
16 2008), and thus the sentence will be to time served and no additional time in  
17 custody will be served;

18 (b) A one-year period of supervised release. The parties agree that  
19 the terms of supervised release shall include the standard conditions of supervised  
20 release contained in General Order 05-02, as modified in Exhibit B attached hereto.  
21 The one-year period agreed to herein shall not be extended pursuant to 18 U.S.C.  
22 § 3583(e)(2).

23 (c) An order that defendant pay restitution to the IRS for counts one  
24 and two of the information in the amount of \$249,705, said amount to be applied to  
25 defendant's tax liabilities for the years 2002 (\$52,696) and 2003 (\$197,009);

26 (d) A fine of \$10,000; and

27 (e) A special assessment in the amount of \$150.

28

1 (f) No other sentencing terms (including any fines, penalties or  
2 interest) shall be imposed other than those set forth specifically in this paragraph.

3 SENTENCING IMMEDIATELY AFTER GUILTY PLEA

4 13. The parties request that defendant be sentenced immediately following  
5 the entry of defendant's guilty plea. The parties stipulate and agree that, with the  
6 exception of defendant's criminal history (which the parties have agreed upon and  
7 attached hereto as Exhibit C), there is sufficient information in the record to enable  
8 the Court to exercise its sentencing authority meaningfully without a presentence  
9 investigation or report. To the extent defendant has a right to a presentence  
10 investigation and preparation of a presentence report relating to anything other than  
11 defendant's criminal history, defendant hereby knowingly, voluntarily, and  
12 intelligently waives that right. The parties request that the Court find on the record,  
13 pursuant to Federal Rule of Criminal Procedure 32(c)(1), that the information in the  
14 record (including but not limited to motions, trial briefs, witness statements and  
15 exhibits), is sufficient to enable the Court to exercise its sentencing authority  
16 meaningfully without a more complete presentence investigation and report. The  
17 parties understand and agree that, in the event that the Court declines to make this  
18 finding and instead orders that a more complete presentence investigation be  
19 conducted and/or a more complete presentence report prepared, such action shall  
20 have no effect on the validity of this Agreement or any of its terms or conditions  
21 and shall not provide a basis for either party to withdraw from the plea agreement.

22 WITHDRAWAL

23 14. Defendant understands and agrees that this agreement is entered into  
24 pursuant to Fed. R. Crim. P. 11(c)(1)(C). The defendant may, in his discretion,  
25 withdraw from this agreement and render it null and void if the government  
26 breaches this agreement or if the Court refuses to accept this agreement. The  
27 Government may, in its discretion, withdraw from this agreement and render it null  
28 and void if the defendant breaches this agreement or if the Court refuses to accept

1 this agreement. In the event either party withdraws from this agreement as  
2 provided herein, nothing in this agreement or the attachments hereto, or in the plea  
3 discussions or related statements regarding this agreement or the attachments, may  
4 be used against defendant and the agreement, attachments, plea discussions and  
5 related statements shall be protected under Federal Rules of Evidence 408 and 410  
6 and Federal Rule of Criminal Procedure 11(f).

7 DEFENDANT'S OBLIGATIONS

8 15. Defendant agrees that he will:

9 (a) Plead guilty as set forth in this agreement.

10 (b) Not knowingly and willfully fail to abide by all sentencing  
11 stipulations contained in this agreement;

12 (c) Not knowingly and willfully fail to: (i) appear for all court  
13 appearances, (ii) obey all conditions of any bond, and (iii) obey any ongoing court  
14 order in this matter.

15 (d) Not commit any crime; however, offenses which would be  
16 excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are not within the  
17 scope of this agreement.

18 (e) Not knowingly and willfully fail to be truthful at all times with  
19 Pretrial Services, the United States Probation Office and the Court.

20 (f) Pay the restitution described in paragraph 12 above at or before  
21 the time of sentencing by delivering a cashier's or certified check to Special Agent  
22 Mark Jensen.

23 (g) Pay the fine and special assessment described in paragraph 12  
24 above at or before the time of sentencing.

25 16. Defendant agrees that he will not file any claim for refund for the  
26 restitution set forth in paragraph 12(c) above, or for fines or penalties paid in  
27 connection with this agreement.

28

THE GOVERNMENT’S OBLIGATIONS

17. If defendant complies fully with all of defendant’s obligations under this agreement, the Government agrees:

(a) To abide by all sentencing stipulations contained in this agreement.

(b) Not to further prosecute defendant for violations of federal law which are now known to the Government occurring prior to execution of this agreement and arising out of: Any tax positions taken by the defendant, or by or regarding Mantra Films, Sands Media, Blue Horse Trading Co., Casablanca de Punta Mita, S.A. de C.V., or Rothwell Limited, in 2002, 2003, 2004, 2005, 2006 or 2007, or any tax positions taken by Mantra Films or Sands Media in their 2008 Form 1120S, which specifically relate to or arise out of: (i) the conduct charged in the indictment filed in this case on April 11, 2007; (ii) the conduct described in the Notice of Intent to Introduce Evidence Pursuant to FRE 404(b) filed in this case on April 6, 2009 (Docket No. 104); (iii) the tax positions disallowed in the Government’s Expert Witness Notice or Government’s Amended Expert Witness Notice served on defendant in this case on June 26, 2007, and April 6, 2009, respectively; (iv) the conduct described in Exhibit A hereto; (v) any conduct disclosed by any potential witness or set forth in any Memorandum of Interview or Memorandum of Conversation during the investigation of defendant in this tax case; and (vi) any conduct by or on behalf of defendant during his incarceration at the Washoe County Detention Facility, including but not limited to any alleged payments or other things of value to WCDF personnel. The non-prosecution provisions of this paragraph are binding on the Government. Defendant understands and agrees that the Government is free to prosecute defendant for any other unlawful past conduct not specifically exempted by this agreement or any illegal conduct that occurs after the date of this agreement.

(c) To dismiss the underlying indictment with prejudice.



1 CIVIL TAX LIABILITY

2 18. Any alleged additional tax liability, including the application of any  
3 fraud penalty pursuant to 26 U.S.C. § 6633, or any accuracy-related penalties,  
4 interest or other assessments for any tax positions taken by defendant, Mantra Films  
5 or Sands Media in 2002, 2003, 2004, 2005, 2006 and 2007, or by Mantra Films or  
6 Sands Media in 2008, will be decided in separate civil or administrative  
7 proceedings. Both parties fully retain their rights in connection with those separate  
8 civil or administrative proceedings and nothing in this agreement binds either party  
9 in the separate civil or administrative proceedings. Defendant acknowledges that  
10 nothing in this agreement forecloses or limits the ability of the IRS to examine and  
11 make adjustments to defendant's returns, to make its own determinations and  
12 assessments of taxes, interest and penalties due for any tax years, and to pursue any  
13 civil collection actions. Defendant retains the right to contest any such adjustments,  
14 assessments, penalties or collection actions and to seek refunds for any tax years for  
15 amounts not covered by this agreement.

16 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

17 19. Defendant gives up the right to appeal any sentence, including any  
18 order of restitution, imposed by the Court and the manner in which the sentence is  
19 determined, provided that the Court imposes the sentence set forth in paragraph 12.  
20 Defendant also gives up any right to bring a post-conviction collateral attack on the  
21 conviction or sentence, including any claim of ineffective assistance of counsel,  
22 again provided that the Court imposes the sentence set forth in paragraph 12.

23 20. The Government gives up its rights to appeal the sentence, provided  
24 that the Court imposes the sentence set forth in paragraph 12.

25 COURT NOT A PARTY

26 21. The Court is not a party to this agreement and need not accept the  
27 parties' stipulations or the sentence agreed to in paragraph 12. In the absence of a  
28 breach by defendant of this agreement, however, either defendant or the

1 Government may withdraw from this agreement and render it null and void under  
2 the conditions specified in paragraph 15 above if the Court refuses to be bound by  
3 this agreement.

4 NO ADDITIONAL AGREEMENTS

5 22. Except as set forth herein, there are no promises, understandings or  
6 agreements between the Government and defendant or defendant's counsel. Nor  
7 may any additional agreement, understanding or condition be entered into unless in  
8 a writing signed by all parties or on the record in court.

9 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

10 23. The parties agree and stipulate that this agreement will be considered  
11 part of the record of defendant's guilty plea hearing as if this entire agreement had  
12 been read into the record of such proceedings.

13 24. This agreement is effective upon signature by defendant, defendant's  
14 attorneys and a Trial Attorney from the U.S. Department of Justice, Tax Division.

15 AGREED AND ACCEPTED

16 UNITED STATES DEPARTMENT OF JUSTICE

17 Caryn Mark

18 CARYN P. MARK

19 JOHN P. SCULLY

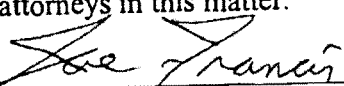
20 Trial Attorneys, Tax Division

21 9/22/09

22 Date

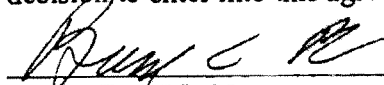
23 I, JOSEPH R. FRANCIS, have read this agreement and carefully discussed  
24 every part of it with my attorneys. I understand the terms of this agreement, and I  
25 voluntarily agree to those terms. My attorneys have advised me of my rights, of  
26 possible defenses, and of the consequences of entering into this agreement. No  
27 promises or inducements have been made to me other than those contained in this  
28 agreement. No one has threatened me or forced me in any way to enter into this

1 agreement. Finally, I am satisfied with the representation provided to me by my  
2 attorneys in this matter.

3   
4 JOSEPH R. FRANCIS  
5 Defendant

9/22/09  
Date

6 I am counsel for JOSEPH R. FRANCIS in connection with the original  
7 indictment filed in *United States v. Francis*, No. CR-08-494-SJO. I have carefully  
8 discussed every part of this agreement with my client as it relates to the charges  
9 under the original indictment and counts one and two of the attached information.  
10 Further, I have fully advised my client of his rights, of possible defenses, and of the  
11 consequences of entering into this agreement. To my knowledge, my client's  
12 decision to enter into this agreement is an informed and voluntary one.

13   
14 BRAD D. BRIAN

9/22/09  
Date

15 Munger, Tolles & Olson, LLP  
16 Attorney for Defendant  
17 JOSEPH R. FRANCIS

18 I am counsel for JOSEPH R. FRANCIS in connection with the charges  
19 brought in count three of the attached information, relating to the Washoe County  
20 Detention Facility. I have carefully discussed every part of this agreement with my  
21 client as it relates to count three of the attached information. Further, I have fully  
22 advised my client of his rights, of possible defenses, and of the consequences of  
23 entering into this agreement. To my knowledge, my client's decision to enter into  
24 this agreement is an informed and voluntary one.

25   
26 DAVID R. HOUSTON

9-22-09  
Date

27 Law Offices of David R. Houston  
28 Attorney for Defendant  
JOSEPH R. FRANCIS

1 GEORGE S. CARDONA  
2 Acting United States Attorney  
3 SANDRA R. BROWN  
4 Chief, Tax Division

4 CARYN D. MARK, Trial Attorney (New York SBN:  
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10 Attorneys for Plaintiff  
11 UNITED STATES OF AMERICA

12 IN THE UNITED STATES DISTRICT COURT  
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,

15 Plaintiff,

16 vs.

17 JOSEPH R. FRANCIS,

18 Defendant.

CASE NO. No. CR 08-494(A)-SJO

FIRST SUPERSEDING  
INFORMATION

COUNTS 1 AND 2: 26 U.S.C. § 7207

COUNT 3: 18 U.S.C. § 201(c)(1)(A)

19  
20 The United States charges:

21 COUNT ONE

22  
23 That on or about April 15, 2004, in the Central District of California, Joseph  
24 R. Francis, the defendant herein, did willfully deliver and disclose by mailing and  
25 causing to be mailed, to an Officer of the Internal Revenue Service, United States  
26 Treasury Department, a 2003 Personal Income Tax Return, Form 1040. Defendant  
27 Francis knew that the 2003 Personal Income Tax Return, Form 1040 was false as to  
28 a material matter in that it omitted from the Schedule B interest income earned on

1 the Rothwell Morgan Stanley Account, whereas, as the defendant then and there  
2 knew, in 2003 the Rothwell Morgan Stanley Account earned \$562,883 in interest  
3 income, in violation of Title 26, United States Code, Section 7207.

4  
5 COUNT TWO

6 That on or about April 12, 2006, in the Central District of California, Joseph  
7 R. Francis, the defendant herein, did willfully deliver and disclose by mailing and  
8 causing to be mailed, to an Officer of the Internal Revenue Service, United States  
9 Treasury Department, an Amended 2003 Personal Income Tax Return, Form 1  
10 040X. Defendant Francis knew that the Amended 2003 Personal Income Tax  
11 Return, Form 1 040X was false as to a material matter in that it omitted from the  
12 Schedule B interest income earned on the Rothwell Morgan Stanley Account,  
13 whereas, as the defendant then and there knew, in 2003 the Rothwell Morgan  
14 Stanley Account earned \$562,883 in interest income, in violation of Title 26,  
15 United States Codes, Section 7207.

16  
17 COUNT THREE

18 Beginning on or about June 4, 2007 and continuing thereafter through on or  
19 about March 14, 2008, in the Central District of California and the District of  
20 Nevada, Joseph R. Francis, the defendant herein, did directly and indirectly give,  
21 offer and promise things of value in excess of \$5,000, to Ralph Hawkins and Mary  
22 Boxx, all public officials, that is employees of the Washoe County Sheriff's Office,  
23 otherwise than provided for by law for the proper discharge of official duties for  
24 and because of official acts performed or to be performed by the public officials, to  
25 wit: purchasing and/or providing to the defendant, a jail inmate, items not  
26 authorized by jail regulations, all in violation of Title 18, United States Code,  
27 Section 201(c)(1)(A).

28

1 Dated this September 22, 2009.

GEORGE S. CARDONA  
Acting United States Attorney

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SANDRA R. BROWN  
Assistant United States Attorney  
Chief, Tax Division

4

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6

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CARYN D. MARK  
JOHN P. SCULLY  
Trial Attorneys  
U.S. Department of Justice  
Tax Division  
Western Criminal  
Enforcement Section  
Attorneys for Plaintiff  
United States of America

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**EXHIBIT A**

**STATEMENT OF FACTS IN SUPPORT OF JOSEPH R. FRANCIS PLEA AGREEMENT AND INFORMATION**

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3 Defendant JOSEPH R. FRANCIS represents and admits that the following  
4 facts are true.  
5

6 Charges Related to Defendant's Tax Returns (Counts one and two)

7 Rothwell Limited is a Cayman Islands' corporation formed in 2000  
8 ("Rothwell"). In or about July 2001, an investment brokerage account was opened  
9 with Morgan Stanley in Irvine, California, on behalf of Rothwell (the "Rothwell  
10 account").  
11  
12

13 If the case had proceeded to trial, the defense would have contended that (a)  
14 in 2002, Mr. Francis and his advisors discussed a plan for protecting the world-  
15 wide assets of the *Girls Gone Wild* business by using different legal entities,  
16 including Rothwell, to handle different parts of that business; and (b) the purpose of  
17 the plan was to reduce the legal exposure of each entity and to create potential  
18 opportunities for tax savings. As part of what the defense contends was this  
19 business reorganization plan, Rothwell deposited some of the funds it received into  
20 the Rothwell account. The government disagrees with these contentions and further  
21 disagrees as to whether such a plan, if it was implemented and documented, would  
22 have kept money earned by Rothwell free from federal taxation.  
23  
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26 The government and the defendant agree that in 2003, the Rothwell Account  
27 earned \$562,883 in interest income.  
28

1 Mr. Francis's 2003 U.S. Individual Income Tax Return, Form 1040, filed on  
2 or about April 15, 2004, does not report the interest income earned on the Rothwell  
3 account. Mr. Francis contends that by that time he was aware that the business  
4 reorganization plan had not been completed, and that the Rothwell account had  
5 earned interest income. Despite that awareness, Mr. Francis did not bring the  
6 interest income to the attention of his tax preparer, and did not take other  
7 appropriate steps to make further inquiry about whether, in light of the failure to  
8 complete the contended business reorganization plan, the interest income from the  
9 Rothwell account needed to be reported on his 2003 individual return. In doing so,  
10 Mr. Francis willfully omitted the Rothwell account interest income from the 2003  
11 Individual Income Tax Return, Form 1040 and thereby presented a materially false  
12 document to the Internal Revenue Service ("IRS").  
13  
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17 Mr. Francis's Amended 2003 U.S. Individual Income Tax Return, Form  
18 1040X, filed on or about April 12, 2006, also does not report the interest income  
19 earned on the Rothwell account. As noted above, by this time Mr. Francis was  
20 aware by that time that the contended business reorganization plan had not been  
21 completed, and that the Rothwell account had earned interest income. Despite that  
22 awareness, Mr. Francis did not bring the interest income to the attention of his tax  
23 preparer. In doing so, Mr. Francis willfully omitted the Rothwell account interest  
24 income from the Amended 2003 Individual Income Tax Return, Form 1040X and  
25 thereby presented a materially false document to the IRS.  
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Charges Related To Washoe County Jail (Count three)

At all times relevant to this information, the defendant was a detainee in the Washoe County Jail. Ralph Hawkins was a sworn peace officer employed as a deputy sheriff by the Washoe County, Nevada, Sheriff's Office. He was assigned duties in the detention center and was responsible for insuring jail rules and policies were followed. The rules for operating the detention center prohibit food items being brought into the facility for inmates. Hawkins, on at least 2 occasions, brought in food items for detainee Joe Francis who was being detained pending trial for alleged violations of Federal Income Tax laws. After Hawkins brought in prohibited items for detainee Francis, he received things of value from or at the direction of Inmate Francis. Mary Boxx was a civilian employee of the Sheriff's Department working in the detention center. She provided the defendant unauthorized items under jail regulations and received things of value from or at the direction of the defendant. If the case had proceeded to trial, the Government would have introduced evidence that the things of value provided by or at the direction of Mr. Francis exceeded \$5,000 in value.

**EXHIBIT B**

**CONDITIONS OF SUPERVISED RELEASE**

The following conditions shall apply to the period of supervised release:

1. The defendant shall not commit another federal, state or local crime;
2. There are no travel restrictions on the defendant, and the defendant shall be permitted to leave the judicial district and to travel both domestically and internationally;
3. The defendant shall submit a truthful and complete written report within the first five days of each month, and shall report to the probation officer as directed by the court or probation officer;
4. The defendant shall answer truthfully all inquiries by the probation officer;
5. The defendant shall support his or her dependents and meet other family responsibilities;
6. The defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training or other acceptable reasons;
7. The defendant shall notify the probation officer at least ten days prior to any permanent change in residence or employment;
8. The defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician;
9. The defendant shall not frequent places where controlled substances are illegally sold, used, distributed or administered, except as prescribed by a physician;
10. The defendant shall not associate with any persons engaged in criminal activity;

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11. The defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;

12. The defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;

13. The defendant shall not possess a firearm, destructive device, or any other dangerous weapon but is permitted to retain bodyguards and wear a protective vest as necessary to his personal security.

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EXHIBIT C

The defendant's Criminal History is as follows:

(1) On September 26, 2006, the defendant pled guilty in the Central District of California to two counts of 18 U.S.C. § 2257(f)(1) (Failure to Make and Maintain Required Records; Aiding and Abetting and Causing an Act to Be Done);

(2) On April 23, 2007, the defendant pled guilty in the Northern District of Florida to one count of Criminal Contempt pursuant to 18 U.S.C. § 401; and

(3) On March 12, 2008, the defendant pled no contest in Panama City, Florida, to one felony count of Child Abuse, in violation of Fl. Stat. Ann. § 827.03(1)(c), two misdemeanor counts of Prostitution in violation of Fl. Stat. Ann. § 796.07(2)(f), and two misdemeanor counts of Violating a Posted Jail Rule.