



U.S. Department of Justice

United States Attorney
District of Maryland
Northern Division

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March 11, 1998

Sigmund Adams, Esq.
Assistant Federal Public Defender
Tower II, Suite 1100
100 South Charles Street
Baltimore, Maryland 21201

Re: United States of America v. Mark Gregory Young
Criminal No. CCB-97-0228

Dear Mr. Adams:

This letter confirms the plea agreement which has been offered to your client by the United States Attorney's Office for the District of Maryland ("this Office"). If your client accepts this offer, please have him execute it in the spaces provided below. The terms of the agreement are as follows:

1. Mr. Young, your client, agrees to plead guilty to Counts Three, Four, Eleven and Twelve, charging him with the offenses listed in paragraph 2 at the listed maximum penalties. Your client admits that he is, in fact, guilty of these offenses and will so advise the Court.

2. The maximum sentence provided by statute for the offense to which your client is pleading guilty is as follows:

Count Three - Bank Fraud, in violation of 18 U.S.C. § 1344, thirty years' imprisonment, \$1,000,000 fine, and a special assessment of \$100, followed by a term of supervised release of at least three and not more than five years.

CASE NO. CCB-97-0228
IDENTIFICATION: 4-30-98
ADMITTED: 4-30-98

Count Four - Damage to Postal Vehicle, in violation of 18 U.S.C. § 1361, one year's imprisonment, \$250,000 fine and a special assessment of \$100, followed by a term of supervised release of one year.

Count Eleven - Possession of Stolen Mail, in violation of 18 U.S.C. § 1708, five years' imprisonment, \$250,000 fine, and a special assessment of \$100, followed by a term of supervised release of at least two and not more than three years.

Count Twelve - Possession of Implements Utilized to Produce False U.S. Government Documents, in violation of 18 U.S.C. § 1028(a)(5), fifteen years' imprisonment, \$250,000 fine, and a special assessment of \$100, followed by a term of supervised release of at least two and not more than three years.

The Court will also order your client to make restitution pursuant to 18 U.S.C. Sections 3663 and 3664. The parties agree that the restitution payable in this matter is the actual loss, \$47,182. If a fine is imposed, it shall be payable immediately.

3. Your client understands that a sentencing guideline range for this case will be determined by the Court pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. Sections 3551-3742 and 28 U.S.C. Sections 991 through 998. Your client further understands that the Court will impose a sentence within that guideline range unless the Court finds there is a basis for departure because there exists an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the Sentencing Commission in formulating the guidelines, which should result in a sentence different from the guideline range.

4. (a) This Office and your client understand, agree and stipulate to the following statement of facts and applicable sentencing guideline factors:

STIPULATION

A. Facts

Mark Gregory Young was in a halfway house in February 1997, where he had been placed as part of his supervised release following his release from a 1994 conviction for receipt of stolen mail and related offenses. He returned to Baltimore, and began stealing mail again. Sometime prior to March 22, 1997, Young stole a check that was made out to Edward C. Papenfuse, and cashed it at the NationsBank, 10315 Reisterstown Road, Owings Mills Maryland. Young utilized a fraudulent Arizona driver's license in order to cash the \$915 check. Young utilized the same scheme in cashing a credit card access check made payable to Edward C. Papenfuse, in the amount of \$3,500, at the NationsBank, 9101 Reisterstown Road, Baltimore, Maryland.

Lastly, Young utilized the fraudulent Edward C. Papenfuse identification in defrauding the First National Bank of Maryland, 3717 Old Court Road, Baltimore Maryland of \$9,500. In this case, Young had determined that Papenfuse was a member of the State Employees Credit Union, and mailed a withdrawal slip to the credit union in the amount of \$9,500. The check was mailed to Mr. Papenfuse's address, but he did not receive it. Mark Young cashed the check at the First National Bank branch, listed above, utilizing the fraudulent Arizona driver's license and a Postal Service identification card. The last four digits of the Postal Service identification card was Mr. Papenfuse's social security number, as is typically done with postal service identification cards.

Young then began breaking into postal vehicles to steal mail. There were a total of six break-ins of postal vehicles attributed to Young. Specifically, on April 16, 1997, Young broke into a U.S. postal vehicle parked at 1500 Ivanhoe Road, Baltimore, Maryland, and stole approximately 1500 pieces of mail. A coconspirator, Christopher Gibson, was in possession of a check stolen from this postal vehicle break-in. Specifically, Gibson presented a stolen credit card access check, which had been mailed to Peter P. and Fern R. Burnotes, at 218 North Beaumont Avenue, Baltimore, Maryland, to the NationsBank branch at 2328 Smith Avenue, Baltimore, Maryland. Gibson presented false identification in the name of William Ramsel. The bank became suspicious, and he left

the bank, leaving the false identification and the check behind. Further, one of the credit cards stolen from the mail on that date was utilized to rent a motel room from which telephone calls were made to Young's mother's house.

On May 5, 1997, Young broke into a postal vehicle parked at 702 Colorado Avenue, Baltimore, Maryland, and took approximately 1,000 pieces of mail. One check, sent to Dr. Stephen M. Buskey, M.D., in the amount of \$1,677.16, was cashed by Young at the First Union National Bank, 25 West Chesapeake Avenue, Towson, Maryland on May 8, 1997. In cashing the check, Young falsely represented himself as Dr. Stephen M. Buskey. However, as he did not have an account at the bank, the bank required Young to place his thumbprint on the check. The thumbprint on the check matched Mr. Young's thumbprint, and he was also on the surveillance film from the bank. Agents subsequently obtained the fraudulent Dr. Stephen M. Buskey, M.D. identification card that was utilized in this transaction during a search conducted at Young's hotel room following his arrest.

Postal agents approached Young on May 8, 1997. However, Young took off at a high rate of speed in a 1997 green Taurus rental vehicle, and postal agents were unable to apprehend him. At the time, there was a pending warrant based on his violation of supervised release.

Young broke into another postal vehicle on May 9, 1997, which was parked on 7610 Far Hills Drive, Baltimore, Maryland. Approximately 1,000 pieces of mail were taken from that postal vehicle. A number of the letters stolen were recovered during the search of a hotel room occupied by Young.

The next month, on June 25, 1997, Young broke into a postal vehicle parked at 220 Oakdale Road, Baltimore, Maryland. Again, approximately 1,000 pieces of mail were taken from the postal vehicle. A resident of the neighborhood identified Young as the individual who broke into the postal vehicle on May 9, 1997, from a photospread. A number of the letters stolen were recovered during the search of a hotel room occupied by Young.

Further, on July 16, 1997, Young broke into a postal vehicle parked at 23 Farrington Road, Baltimore, Maryland. Approximately 750 pieces of mail were taken from the postal vehicle. The postal

employee observed a man, fitting Young's general description, getting into a red Subaru. A number of the letters stolen were recovered during the search of a hotel room occupied by Young.

Shortly thereafter, on July 24, 1997, Young broke into a postal vehicle parked at 701 St. John's Street, Baltimore, Maryland. Approximately 1,000 pieces of mail were taken from this break-in. An individual observed a red Subaru departing the area at a high rate of speed. A number of the letters stolen were recovered during the search of a hotel room occupied by Young.

At all times material to the charges pending against Young, the NationsBank, First National Bank of Maryland, and First Union National Bank were financial institutions whose deposits were insured by the Federal Deposit Insurance Corporation. Each of these financial institutions maintains branch offices throughout the State of Maryland.

Further, the postal vehicles which were broken into sustained property damage, in that the windows were broken.

On July 30, 1997, investigating agents executed a search warrant at the hotel room Young utilized, Motel 6, Security Boulevard, Baltimore, Maryland, and obtained approximately 200 items of stolen mail matter, including but not limited to the letters attached hereto as Exhibit A. Young possessed those letters in his hotel room prior to his arrest on that date, and had taken them prior to their being delivered to the individuals to whom they were addressed by breaking into the mail trucks listed above. Young also had in his possession numerous credit card statements, bank statements, and credit card access checks belonging to third parties. Young had a book which listed credit limits of various Maryland residents' accounts.

Agents also seized various false identification documents and templates. The false identification documents with Young's picture on them included a Civil Service Identification card in the name of Joseph Bloom and a driver's license from New Mexico in the name of Stephen Buskey, M.D. There were also numerous templates for producing U.S. Postal Service, U.S. Civil Service Commission, state driver's licenses, and social security templates. Young intended to and did utilize these templates to create fraudulent documents in order to cash checks.

The actual total loss resulting from their theft of mail was \$47,182.

B. SENTENCING GUIDELINE FACTORS

i. The parties disagree as to what the applicable base offense level should be for fraud and deceit pursuant to U.S.S.G. § 2F1.1. The government will argue that the loss in this matter should be calculated as the potential loss based on the available credit limit, approximately \$878,000, based on your client's computations of the individual credit limits as to various victims. ~~The government will argue that your client is an organizer or leader in criminal activity that involved more than five people under U.S.S.G. § 3B1.1.~~ In support of its argument, the government will submit a sentencing memorandum outlining the facts, dollar amounts and applicable legal precedent. Your client will argue that the applicable guideline calculations should be based on actual loss, and that he should not receive any adjustment for his role in the offense. CAS
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ii. The parties agree, however, that the entire statement of facts, as outlined above, is to be considered as relevant conduct pursuant to U.S.S.G. § 1B1.3, that the offense involved more than minimal planning, and a two (2) level adjustment is required under U.S.S.G. § 2F1.1(b)(2). The parties further agree that your client had an aggravating role in the charged offense, and a two (2) level adjustment is required under U.S.S.G. § 3B1.1(c). Your client, through his admission of guilt, has fully accepted responsibility for this crime pursuant to U.S.S.G. § 3E1.1 and would be entitled to a reduction in his offense level by two or three levels. Except as otherwise contained herein, the government will recommend to the Court that your client receive the reduction of two or three offense levels for his acceptance of responsibility.

(b) Your client understands that neither the U.S. Probation Office nor the Court is bound by the stipulation, and that the Court will, with the aid of the presentence report, determine the facts relevant to sentencing. Your client understands that the Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will

consider the stipulation, together with the results of the presentence investigation, and any other relevant information. Your client understands that if the Court ascertains factors different from those contained in the stipulation, your client cannot, for that reason alone, withdraw his guilty plea.

(c) Your client understands that he may be a career offender, and that his criminal history will alter his offense level if he is a career offender, and could further alter it if the instant offense was a part of a pattern of criminal conduct from which he derived a substantial portion of his income.

(d) In the event that your client engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under § 3C1.1 of the Federal Sentencing Guidelines, or in the event that your client fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the presentence report, then this Office will be relieved of its obligations to your client as reflected in this agreement. Specifically, this Office will be free to argue sentencing guideline factors other than those stipulated in this agreement, and it will also be free to make sentencing recommendations other than those set out in this agreement. As with any alleged breach of this agreement, the government will bear the burden of convincing the Court of your client's obstructive behavior and/or failure to acknowledge personal responsibility by preponderance of the evidence. Your client acknowledges that he may not withdraw his guilty plea because this Office is relieved of its obligations under the plea agreement pursuant to this paragraph.

(e) The parties agree that there are upward and downward departures or adjustments which will be sought pursuant to the Sentencing Guidelines. The government will recommend an upward departure of up to six (6) levels based on the adequacy of his criminal history category (see U.S.S.G. § 4A1.3), and the amount and nature of the stolen mail matter (see U.S.S.G. § 2B1.3, Commentary).

5. At his sentencing, this Office will recommend a sentence at the high end of the applicable guideline range. This Office reserves the right to bring to the Court's attention at the time

of sentencing, and the Court will be entitled to consider, all relevant information concerning your client's background, character and conduct.

6. Your client and the United States knowingly and expressly waive all rights conferred by 18 U.S.C. Section 3742 to appeal whatever sentence is imposed, including any issues that relate to the establishment of the guideline range, reserving only the right to appeal from an upward or downward departure from the guideline range that is established at sentencing, and this Court's jurisdiction over the charged offenses. Nothing in this agreement shall be construed to prevent either your client or the United States from invoking the provisions of Federal Rule of Criminal Procedure 35, and appealing from any decision thereunder, should a sentence be imposed that exceeds the statutory maximum allowed under the law or that is less than any applicable statutory minimum mandatory provision.

7. Your client expressly understands that the Court is not a party to this agreement. In the federal system, sentence is imposed by the Court, the Court is under no obligation to accept this Office's recommendations and the Court has the power to impose a sentence up to and including the statutory maximum stated above. If the Court should impose any sentence up to the maximum established by statute, your client cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. Your client understands that neither the prosecutor, you, nor the Court can make a binding prediction of, or promise him, the guideline range or sentence that ultimately will apply to his case. Your client agrees that no one has made such a binding prediction or promise.

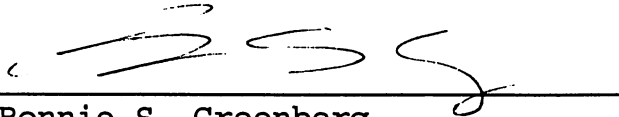
8. This letter states the complete plea agreement in this case and pertains solely to federal criminal charges in the District of Maryland. There are no other agreements, promises, undertakings or understandings between your client and this Office.

If your client fully accepts each and every term and condition of this letter, please sign and have your client sign the original and return it to me promptly.

Very truly yours,

Lynne A. Battaglia
United States Attorney

By:

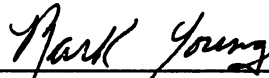


Bonnie S. Greenberg
Assistant United States Attorney

I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. I am satisfied with my attorney.

4-3-98

Date

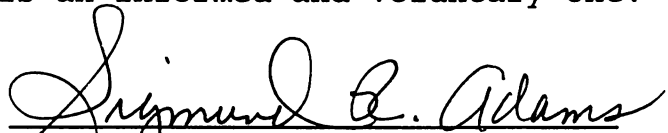


Mark Gregory Young

I am Mr. Young's attorney. I have carefully reviewed every part of this agreement with him. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

4/3/98

Date



Sigmund Adams, Esq.

ATTACHMENT A

Mr. Maurice S. Cohen
6501 Baythorne Rd.
Baltimore, MD 21209

Mr. Barry D. Udoff
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Elite Caterers
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Ms. Goldine Rodman
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Ms. Fanny M. Okum
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Mr. Scott Feldman
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Mr. Herb Better
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Mr. & Mrs Milton Hartman
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Ms. Bonny B. Wolf
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Ms. Margaret C. Lower
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Ms. Allison Hubbard
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Mr. Daniel N. Dudrow
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Mr. Glenn D. Blank
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Ms. Hilda B. Cohen
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Mr. Gerald H. Cooper
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Mr. Albert DeLoskey
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Baltimore, Maryland 21210

Ms. Anne Deering
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Baltimore, MD 21210

Mr. Patrick Kern
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Baltimore, MD 21210

Ms. Diane Ferguson
404 Hawthorne Rd.
Baltimore, MD 21210

Ms. Edna Wase
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Baltimore, MD 21210

Mr. Eric B. Bass
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Mr. Gilbert J. Rushton
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Estate of Harry Levy
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Baltimore, MD 21210

Mr. Jonathan Witty
308 Woodlawn Rd.
Baltimore, MD 21210

4-30-98

This plea is being entered under Rule 11(a)(2). Mr Young is reserving the right to appeal the pretrial ruling on the issue of jurisdiction as to Count Three. If he is successful on appeal, he may elect to withdraw his plea as to all counts (Three, Four, Eleven & Twelve).

BSS
Bonnie S. Greenberg
Assistant U.S. Attorney

Sigmund R. Adams
Sigmund Adams
Assistant Federal
Public Defender

Mark Gregory Young
Mark Gregory Young
Defendant

W. Dale
W.D.J.