



U.S. Department of Justice

*United States Attorney
District of Maryland
Southern Division*

*Rod J. Rosenstein
United States Attorney*

*James A. Crowell IV
Assistant United States Attorney*

*400 United States Courthouse
6500 Cherrywood Lane
Greenbelt, MD 20770-1249*

301-344-4433

*301-344-4235
FAX 301-344-4516
james.a.crowell@usdoj.gov*

August 25, 2009

Timothy J. Sullivan, Esq.
Brennan Sullivan & McKenna LLP
6305 Ivy Lane, Suite 700
Greenbelt, Maryland 20770

Re: United States v. Patrick Q. Ricker
Crim. No. [to be assigned]

Dear Mr. Sullivan:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the Defendant by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by September 17, 2009 it will be deemed withdrawn. The terms of the agreement are as follows:

Offenses of Conviction

1. The Defendant agrees to plead guilty to Counts One and Two of an Information to be filed against him, which will charge him in Count One with Conspiracy, in violation of 18 U.S.C. § 371, and Tax Evasion, in violation of 26 U.S.C. § 7201. The Defendant admits that he is, in fact, guilty of these offenses and will so advise the Court.

Elements of the Offenses

2. The elements of the offenses to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows:

Conspiracy

- a. The Defendant and other persons entered the unlawful agreement charged in the Information;
- b. The Defendant knowingly and willfully became a member of the conspiracy; and
- c. One of the members of the conspiracy knowingly committed at least one of the overt acts charged in the Information, to further some objective of the conspiracy.

Tax Evasion

- a. The defendant owed substantially more federal income tax for the calendar year charged in the Information than was declared due on his income tax return;
- b. The defendant committed the affirmative act constituting tax evasion described in the Information; and
- c. The defendant acted willfully.

Penalties

3. The maximum sentence provided by statute for the offenses to which the Defendant is pleading guilty is as follows: as to Count One, imprisonment for 5 years, followed by a term of supervised release of 3 years, and a fine of \$250,000; and as to Count Two, imprisonment for 5 years, followed by a term of supervised release of 3 years, and a \$250,000 fine. In addition, the Defendant must pay \$200 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. This Court may also order him to make restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664.¹ If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise. The Defendant understands that if he serves a term of imprisonment, is released on supervised release, and then violates the conditions of his supervised release, his supervised release could be revoked - even on the last day of the term - and the Defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The Defendant understands

¹ Pursuant to 18 U.S.C. § 3612, if the Court imposes a fine in excess of \$2,500 that remains unpaid 15 days after it is imposed, the Defendant shall be charged interest on that fine, unless the Court modifies the interest payment in accordance with 18 U.S.C. § 3612(f)(3).

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that the Bureau of Prisons has sole discretion in designating the institution at which the Defendant will serve any term of imprisonment imposed.

Waiver of Rights

4. The Defendant understands that by entering into this agreement, he surrenders certain rights as outlined below:

a. If the Defendant had persisted in his plea of not guilty, he would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in his defense, however, he would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in his own defense if he so chose, and he would have the right to refuse to testify. If he chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from his decision not to testify.

e. If the Defendant were found guilty after a trial, he would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges against him. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that he may have to answer the Court's questions both about the rights he is giving up and about the facts of his case.

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Any statements the Defendant makes during such a hearing would not be admissible against him during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find him guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto which this Office would prove beyond a reasonable doubt, and to the following applicable sentencing guidelines factors:

a. As to Count One, the base offense level is **12** under U.S.S.G § 2C1.1(a)(2);

b. A **14**-level specific offense characteristic increase applies under U.S.S.G. §§ 2C1.2(b)(2) and 2B1.1(H), because the value provided by the Defendant to public officials involved in the offense exceeded \$400,000 but was not greater than \$1,000,000;

c. A **4**-level specific offense characteristic increase applies under U.S.S.G. § 2C1.2(b)(3), because the offense involved a public official and a public official in a high-level decision-making and sensitive position;

d. As to Count Two, the base offense level is **18**, under U.S.S.G. § 2T1.1(a)(1) and 2T4.1(G), because the total tax loss for Tax Years 2004, 2005, 2006, and 2007 was more than \$200,000 but less than \$400,000.

e. The combined offense level for Counts One and Two is **30**, pursuant U.S.S.G. § 3D1.1 and 3D1.4(c).

f. This Office does not oppose a **2-level** reduction in the Defendant's adjusted offense level, based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for his criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional **1-level** decrease in recognition of the Defendant's timely notification of his intention to plead guilty. This Office may oppose *any* adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about his involvement in the offense; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw his plea of guilty. The final offense level is **27**.

7. The Defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his offense level if he is a career offender or if the instant offense was a part of a pattern of criminal conduct from which he derived a substantial portion of his income.

8. This Office and the Defendant agree that with respect to the calculation of the advisory guidelines range, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute.

Obligations of the United States Attorney's Office

9. At the time of sentencing, this Office will recommend a sentence within the advisory guidelines range.

10. The parties reserve 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 the Defendant's background, character and conduct, including any charged and uncharged conduct related to the investigation of the Defendant.

Waiver of Appeal

11. The Defendant and this Office knowingly and expressly waive all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed, including any fine, term of supervised release, or order of restitution and any issues that relate to the establishment of the

advisory guidelines range, as follows the Defendant waives any right to appeal from any sentence within or below the advisory guidelines range resulting from an adjusted base offense level of 27, and this Office waives any right to appeal from any sentence within or above the advisory guidelines range resulting from an adjusted base offense level of 27. Nothing in this agreement shall be construed to prevent either the Defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), and appealing from any decision thereunder, should a sentence be imposed that is illegal or that exceeds the statutory maximum allowed under the law or that is less than any applicable statutory mandatory minimum provision. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Tax Division Authorization

16. This Agreement in its entirety is contingent upon the authorization of the Tax Division of the Department of Justice, which may accept or reject the deal in its sole discretion. This Office will recommend that the Tax Division authorize this Agreement.

Obstruction or Other Violations of Law

17. The Defendant agrees that he will not commit any offense in violation of federal, state or local law between the date of this agreement and his sentencing in this case. In the event that the Defendant (i) engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1, or (ii) fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the Presentence Report, or (iii) commits any offense in violation of federal, state or local law, then this Office will be relieved of its obligations to the Defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines 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, this Office will bear the burden of convincing the Court of the Defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the evidence. The Defendant acknowledges that he may not withdraw his guilty plea because this Office is relieved of its obligations under the agreement pursuant to this paragraph.

Court Not a Party

18. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the Defendant understands that neither the United States Probation Office

nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The Defendant 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. The Defendant understands that 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. The Defendant understands that if the Court ascertains factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the Defendant cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. The Defendant understands that neither the prosecutor, his counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

Entire Agreement

19. This letter supersedes any prior understandings, promises, or conditions between this Office and the Defendant and, together with the Sealed Supplement, constitutes the complete plea agreement in this case. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement and none will be entered into unless in writing and signed by all parties.

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

Very truly yours,

Rod J. Rosenstein
United States Attorney

By: 

James A. Crowell IV
Bryan Foreman
Assistant United States Attorneys

Stuart M. Goldberg
First Assistant United States Attorney

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I have read this agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

10/22/09
Date

Patrick Q. Ricker
Patrick Q. Ricker

I am Patrick Q. Ricker's attorney. I have carefully reviewed every part of this agreement, including the Sealed Supplement, with him. He advises me that he understands and accepts its terms. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

10/22/09
Date

Timothy J. Sullivan, Esq.
Timothy J. Sullivan, Esq.

ATTACHMENT A: STATEMENT OF FACTS – Patrick Q. Ricker

The United States and defendant Patrick Q. Ricker stipulate and agree that if this case proceeded to trial, the United States would prove the facts set forth below beyond a reasonable doubt. They further stipulate and agree that these are not all of the facts that the United States would prove if this case proceeded to trial.

Prince George's County Government

From November 1990 to the present, Prince George's County (the "County") operated under a "home rule" Charter, which provided that the County's local government be composed of the Executive Branch and the Legislative Branch.

The Executive Branch was charged with enforcing the laws and administering the day-to-day business of the County and conducted its business through its staff and the various departments which were managed by department directors, each of whom reported to and was supervised by the County Executive, who was responsible for the administration of all areas of the Executive Branch of the County government. The County Executive was elected by the voters of the County.

The Legislative Branch consisted of a nine-member elected County Council and its staff. All legislative powers of the County were vested in the County Council. In addition, the County Council sat as the District Council on zoning and land use matters, and as the Board of Health on health policy matters.

The Prince George's County Code required certain County officials, employees, and candidates for office to file annual financial disclosure statements.

The Prince George's County Public Schools ("PGCPS") was the public school system in the County. The Prince George's County Board of Education ("the Board") was charged with responsibility for oversight of the PGCPS, including, among other things, carrying out state law and policies of the Maryland State Board of Education, determining the educational policies of PGCPS, and adopting rules and regulations for the conduct and management of PGCPS. The Board membership included a Chair and Vice Chair of the Board.

The Maryland-National Capital Park and Planning Commission ("MNCPPC") was a bi-county agency which managed public parkland and provided land use planning with administration shared by the County and Montgomery County.

The Defendant and His Co-Conspirators

The Defendant, **PATRICK Q. RICKER**, a Maryland resident, was a developer based in the County. Defendant **RICKER** was a licensed real estate broker in Maryland and is the President of Ricker Brothers, Incorporated (“Ricker Brothers”), a commercial brokerage and development consulting firm, which was formed in 1988, and had offices in Branchville and Upper Marlboro, Maryland.

Co-Conspirator A, a resident of Maryland and North Carolina, was a prominent developer in the County.

Co-Conspirator B, a Maryland resident, was an official with the County Fire Department, responsible for the Management Services Command, and required to file a financial disclosure statement.

Co-Conspirator C, a Maryland resident, was a family member and employee of Co-Conspirator A.

Greenbelt Metropark was a Maryland limited liability corporation, which was formed in August 1997. Defendant **RICKER**, Co-Conspirator A, Co-Conspirator B, and another individual had ownership interests in Greenbelt Metropark. Greenbelt Metropark had offices in Branchville and Upper Marlboro, Maryland and sought to design, develop and build a mixed-use project near the Greenbelt Metro Station in Greenbelt, Maryland, called Greenbelt Station.

Defendant **RICKER**, Co-Conspirator A, Co-Conspirator B, and another individual received conceptual site plan approval from the County and obtained the County’s preliminary approval for Tax Increment Financing in excess of \$100 million for the project and also secured state and federal commitments to contribute toward the design and construction of a full interchange providing northbound access to the Greenbelt Station from Interstate 495. The development of the northern portion of the Greenbelt Station project (“the North Core”), which included retail and office space, was contingent on the construction of the interchange and finalization of the Tax Increment Financing.

Day Homes was a limited liability company incorporated in Maryland, which was incorporated to construct single family homes in Maryland, including purchasing lots and selling houses and was involved with several development projects in the County. Defendant **RICKER**, Co-Conspirator A, Co-Conspirator B, and another individual each had an interest in Day Homes.

The Lobbyists

Lobbyist A was a former County official who previously worked with the County Executive and was subsequently employed by Defendant **RICKER** and Co-Conspirator A through their company, Greenbelt Metropark, to provide consulting and lobbying services with County officials.

Lobbyist B, a Maryland resident, was a registered lobbyist in the state of Maryland and served as a lobbyist for Greenbelt Metropark, the County Sheriff's Office, and others. Lobbyist B was married to a high-ranking County official and was employed by Defendant **RICKER** and Co-Conspirator A.

Federal Election Commission

The Federal Election Commission ("FEC") was an agency of the United States government.

As an agency of the United States, the FEC was responsible for administering and enforcing the Federal Election Campaign Act ("FECA"), which imposed duties on the FEC, political committees, and contributors.

In 2006, Campaign Committee A and Campaign Committee B were federally-registered United States Senate campaign committees that received campaign contributions for a candidate for the office of United States Senator for Maryland.

In 2004, 2006, and 2008, Campaign Committee C was a federally-registered Congressional campaign committee that received campaign contributions for a candidate for the office of United States Congressman from Maryland.

Campaign Committees A, B, and C, as required by FECA, filed periodic reports of their financial and fund-raising activity with the FEC, as required by Title 2, United States Code, Section 434.

Maryland State Board of Elections and the County Board of Elections

The Maryland State Board of Elections and the County Board of Elections regulated state and local elections in Maryland and were charged with ensuring compliance with both state and federal election laws as it related to elections that occurred within their respective jurisdictions. The State Board of Elections, which maintained a database of campaign donations for state and local election campaigns, also enforced Maryland's campaign finance laws.

Campaign Committees D, E, F, G, H, and I were regulated state and local political action committees in Maryland.

The Conspiracy

From in or about 1997 through at least on or about September 11, 2008, in the District of Maryland and elsewhere, Defendant **RICKER** knowingly conspired, confederated and agreed with Co-Conspirators A, B, and C, and others to commit offenses against the United States.

Stream of Things of Value to Public Officials

During the conspiracy, Defendant **RICKER** and Co-Conspirators A, B, and C regularly provided things of value, including, among others, money, trip expenses, meals, drinks, hotel rooms, airline tickets, rounds of golf, sexual services, employment, and monetary and in-kind campaign contributions to state and local officials that exercised decision-making authority on behalf of state and local governments, including the County's Executive Branch, Legislative Branch, and the Board, intending to influence them to take and to be rewarded for taking a stream of favorable official action.

Stream of Official Acts

In exchange for this stream of things of value, state and local officials performed and agreed to perform a stream of favorable official action for and to use their influence on behalf of Defendant **RICKER**, his co-conspirators, and their companies, including, among others: obtaining approval letters for the Greenbelt Station Detailed Site Plan; assisting in the acquisition of surplus property and land from the County for development by Day Homes; providing them with non-public County information; voting in favor of County Council resolutions favorable to their development projects; creating the Greenbelt Station Special Taxing District and the Greenbelt Station Development District; ensuring that Greenbelt Station was listed as priority number five under the State Highway Administration list of project/construction priorities; obtaining necessary state and local approvals for the development of Greenbelt Metropark; obtaining a tree conservation easement from the County; and ensuring that a certain developer would obtain a contract from the Board to purchase certain buildings for the County.

State and local officials concealed the things of value they received from Defendant **RICKER** and his co-conspirators by failing to report them or by misrepresenting their nature and value, in contravention of the disclosure requirements contained in state and local disclosure

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rules, and by certain elected state and local officials' failure to report fully and accurately the in-kind campaign contributions Defendant **RICKER** and his co-conspirators provided to them.

Conduit Campaign Contributions

From in or about 1997 through at least on or about September 11, 2008, Defendant **RICKER** and his co-conspirators concealed from the citizens of Maryland campaign contributions that Defendant **RICKER** and his co-conspirators made and caused to be made to federal, state, and local officials, and their campaign committees, which were above state and federal legal limits by utilizing conduits and in-kind campaign contributions.

During the conspiracy, Defendant **RICKER** and his co-conspirators recruited and solicited various persons (the "straw donors"), including family members and their employees, to make state and federal campaign donations to Campaign Committees A, B, C, D, E, F, G, H, I, and J, agreeing to provide the straw donors with the funds to make the contributions or reimburse the straw donors for their contributions.

Defendant **RICKER** and his co-conspirators concealed the volume of their campaign contributions to federal, state, and local officials by providing in-kind contributions, such as campaign signs, food, alcohol, and the administrative services of their employees and family members.

Campaign Committees A and B

On or about August 21, 2006, Defendant **RICKER**, Co-Conspirator A, and Co-Conspirator B attended a fund-raiser for a candidate for United States Senator for Maryland.

On or about August 21, 2006, Co-Conspirator B provided a \$1,000 donation check to both Campaign Committee A and Campaign Committee B drawn on his own bank account.

On or about August 28, 2006, Defendant **RICKER** provided Co-Conspirator B with a \$1,000 check with "contribution" written in the memo line of the check in order to reimburse Co-Conspirator B a portion of the campaign contribution they had made to Campaign Committees A and B.

On or about September 29, 2006, Defendant **RICKER** sent an email to a campaign official for Campaign Committee B, informing them that he had "four other checks for [the candidate] and would like to get them to you. Pat"

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On or about September 28, 2006, at the direction of Defendant **RICKER** and Co-Conspirator A, Co-Conspirator B provided a candidate for United States Senator for Maryland with \$25,000 in campaign donations from various straw donors payable to Campaign Committee B.

On or about September 28, 2006, Defendant **RICKER** provided \$2,000 to straw donor D.N.

On or about September 26, 2006, Co-Conspirator A provided \$1,000 to straw donor T.D.

On or about September 28, 2006, Co-Conspirator A provided Co-Conspirator C with \$6,500.

On or about September 28, 2006, Co-Conspirator C wrote a \$2,000 check to straw donor S.D.

On or about September 29, 2006, Defendant **RICKER**, Co-Conspirator A, Co-Conspirator C, straw donors D.N., T.D., K.G., and A.C. each provided \$2,000 to Campaign Committee B.

Campaign Committee C

On or about June 14, 2005, Defendant **RICKER** and Co-Conspirator A provided straw donor D.N. with \$2,000.

On or about June 14, 2005, straw donor D.N. wrote a check for \$2,000 to Campaign Committee C.

On or about March 29, 2007, Defendant **RICKER**, Co-Conspirator A, Co-Conspirator B, Co-Conspirator C, straw donors C.G., R.S., S.D., S.G., B.G., K.G., T.D., J.P., A.N., and D.N., each provided \$2,000 in campaign contributions to Campaign Committee C.

On or about April 4, 2007, Defendant **RICKER** and Co-Conspirator A provided Co-Conspirator C with \$16,000.

On April 5, 2007, Co-Conspirator C provided \$2,000 via check to straw donors C.G., R.S., and S.D., and a \$4,000 check to straw donor S.G.

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On or about April 2, 2007, Defendant **RICKER** provided \$2,000 each to straw donors B.G., K.G., and D.N.

On or about April 3, 2007, Defendant **RICKER** provided \$2,000 each to straw donors T.D., J.G., and A.N.

On or about September 17, 2007, Co-Conspirator A provided straw donor T.D. with \$2,000.

On or about September 17, 2007, straw donor T.D. provided \$2,000 to Campaign Committee C.

On or about September 17, 2007, Defendant **RICKER** wrote a check to straw donor K.G. for \$2,000.

On or about September 17, 2007, straw donor K.G. wrote a check for \$2,000 to Campaign Committee C.

Campaign Committee D

On or about August 1, 2007, Defendant **RICKER** deposited a \$28,000 check from Co-Conspirator A.

On or about August 1, 2007, Defendant **RICKER** wrote five checks for \$4,000 each, including checks to Co-Conspirator B, Rickel, LLC, and to several straw donors, including B.G. and C.G., with the understanding that they would each in turn write a \$4,000 check to Campaign Committee D.

Campaign Committee E

On or about May 24, 2005, straw donor D.N., at Defendant **RICKER**'s direction, wrote a check for \$2,500 to the Campaign Committee E.

On or about May 25, 2005, Defendant **RICKER** directed Co-Conspirator A to write a check to straw donor D.N. for \$2,500 for the Campaign Committee E.

On or about May 25, 2005, straw donor D.N. deposited a \$2,500 check from Co-Conspirator A into their bank account.

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Campaign Committee F

On or about June 22, 2006, at the direction of Defendant **RICKER** and Co-Conspirator A, six straw donors, including B.G., D.N., A.N., and T.D., each wrote \$4,000 checks to Campaign Committee F.

On or about June 22, 2006, Co-Conspirator C provided two \$4,000 checks to straw donors A.N. and T.D. with the understanding that they would provide the funds in their names to Campaign Committee F.

Campaign Committee G

On or about July 10, 2006, at the direction of Defendant **RICKER**, Co-Conspirator A wrote a check for \$20,000 to a company owned by Defendant **RICKER** with the understanding that Defendant **RICKER** would provide the funds to various straw donors to make donations in their names to Campaign Committee G.

On or about July 11, 2006, Defendant **RICKER** provided \$10,000 in checks to straw donors D.N. and A.N.

On or about July 12, 2006, Defendant **RICKER** provided \$4,000 checks each to straw donor K.G. and T.D.

On or about July 14, 2006, straw donors D.N., T.D., and K.G. each wrote checks for \$4,000 each to Campaign Committee G.

On or about August 6, 2006, straw donor A.D. wrote a check for \$4,000 to Campaign Committee G.

On or about September 12, 2006, Co-Conspirator A provided Co-Conspirator B with \$7,500 to make campaign donations to Campaign Committee G.

On or about September 12, 2006, Defendant **RICKER** wrote a \$3,500 check to Campaign Committee G.

On or about September 13, 2006, Co-Conspirator B wrote a \$4,000 check to Campaign Committee G and a \$3,500 check to Defendant **RICKER**.

Campaign Committee H

On or about August 14, 2006, Defendant **RICKER** and Co-Conspirator A caused to be wire transferred \$4,000 from the corporate bank account of Greenbelt Metropark to Co-Conspirator B.

On or about August 14, 2006, Co-Conspirator B wrote four checks for \$4,000 each to straw donors K.G., D.N., J.G., and T.D. with the understanding that they would provide the funds in their names to Campaign Committee H.

On or about August 21, 2006, straw donors K.G., D.N., J.G., and T.D. each provided \$4,000 checks in their names to Campaign Committee H.

Campaign Committee I

On or about January 2, 2007, Co-Conspirator A faxed a document to a Greenbelt Metropark employee directing them to make \$56,000 in campaign contributions to Campaign Committee I drawn on Greenbelt Metropark funds in the names of other companies affiliated with Defendant **RICKER** and Co-Conspirator A.

On or about January 8, 2007, various companies affiliated with Defendant **RICKER** and Co-Conspirator A provided a total of \$52,000 in \$4,000 increments to Campaign Committee I.

On or about December 21, 2006, Ricker sent an email to the owner of a Maryland company asking the owner to provide \$4,000 to Campaign Committee I.

On or about January 5, 2007, the owner of a Maryland company confirmed that he would provide \$4,000 in his company's name to Campaign Committee I and then send Greenbelt Metropark an invoice for Defendant **RICKER** to reimburse him for the campaign contribution.

Total Loss

In connection with the conspiracy and scheme to defraud, including the illicit campaign contributions and things of value provided to public officials by Defendant **RICKER** and his co-conspirators, the total loss attributable to Defendant **RICKER** is more than \$400,000 but less than \$1,000,000.

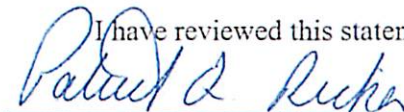
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Tax Evasion

Between 2003 and 2008, in the District of Maryland and elsewhere, Defendant **RICKER**, did knowingly and willfully attempt to evade and defeat a large part of the income tax due and owing by him to the United States of America for the calendar years 2004, 2005, 2006, and 2007, by preparing and causing to be prepared, and transmitting and causing to be transmitted, to the Internal Revenue Service, false U.S. Individual Income Tax Returns, Form 1040, in his names for tax year 2004, 2005, 2006, and 2007, which failed to report the following additional taxable income:

<u>Tax Year</u>	<u>Taxable Income Reported</u>	<u>Additional Taxable Income</u>	<u>Corrected Taxable Income</u>
2004	\$616,076.00	\$159,135.00	\$775,211.00
2005	\$225,770.00	\$839,947.00	\$1,065,717.00
2006	\$426,940.00	\$37,306.00	\$464,246.00
2007	\$370,611.00	\$98,226.00	\$468,837.00

I have reviewed this statement of facts and agreed that it is correct.


Patrick Q. Ricker