



U.S. Department of Justice

*United States Attorney
District of Maryland
Southern Division*

*Thomas P. Windom
Assistant United States Attorney
Thomas.Windom@usdoj.gov*

*Mailing Address:
6500 Cherrywood Lane, Suite 200
Greenbelt, MD 20770-1249*

*Office Location:
6406 Ivy Lane, 8th Floor
Greenbelt, MD 20770-1249*

*DIRECT: 301-344-0197
MAIN: 301-344-4433
FAX: 301-344-4516*

August 11, 2016

Barry Wm. Levine, Esq.
1825 Eye Street NW
Washington, DC 20006

Re: United States v. William Alberto Campos-Escobar,
Criminal No. [To Be Determined]

Dear Mr. Levine:

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 If this offer has not been accepted by September 2, 2016, it will be deemed withdrawn. The terms of the agreement are as follows:

Offenses of Conviction

1. The Defendant agrees to waive indictment and plead guilty to a criminal Information, which will charge him in Count One with Conspiracy, in violation of 18 U.S.C. § 371, and in Count Two with Bribery Involving an Agent of a Program Receiving Federal Funds, in violation of 18 U.S.C. § 666(a)(1)(B). The Defendant admits that he is, in fact, guilty of those 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:

Count One (Conspiracy): (1) two or more persons entered the unlawful agreement charged in the Information; (2) the Defendant knowingly and willfully became a member of the conspiracy; (3) one of the members of the conspiracy knowingly committed at least one of the

overt acts charged in the Information; and (4) the overt act(s) which was (were) committed was (were) committed to further some objective of the conspiracy.

Count Two (Bribery Involving an Agent of a Program Receiving Federal Funds):

(1) the Defendant was an agent of Prince George's County, Maryland; (2) in a one-year period, Prince George's County received federal benefits in excess of \$10,000; (3) the Defendant accepted something of value from another person; (4) the Defendant acted corruptly with the intent to be influenced or rewarded with respect to a transaction of the Prince George's County Council; and (5) the value of the transaction to which the payment related was at least \$5,000.

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is as follows:

Count One (Conspiracy): imprisonment for five years, supervised release for three years, and a fine of \$250,000.

Count Two (Bribery Involving an Agent of a Program Receiving Federal Funds): imprisonment for 10 years, supervised release for three years, and a fine of \$250,000.

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. 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 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 have a grand jury consider the charges against him. 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. 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. The Defendant recognizes that if he is not a citizen of the United States, pleading guilty may have consequences with respect to his immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including his attorney or the Court, can predict with certainty the effect of a conviction on immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any potential immigration consequences.

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 set forth the following agreed-upon and disputed applicable sentencing guidelines factors:

Count One (Conspiracy):

a. The base offense level is **14**, pursuant to United States Sentencing Guidelines (“U.S.S.G.”) §§ 2X1.1(a) and 2C1.1(a)(1).

b. The offense level is increased by **2** levels, because the offense involved more than one bribe, pursuant to U.S.S.G. § 2C1.1(b)(1).

c. The offense level is increased by **12** levels, pursuant to U.S.S.G. §§ 2C1.1(b)(2) and 2B1.1(b)(1)(G), because the value of the payment, the benefit received or to be received in return for the payment, the value of anything obtained or to be obtained by a public official or others acting with a public official, or the loss to the government from the offense, was more than \$250,000 but was not more than \$550,000.

d. The offense level is increased by **4** levels, pursuant to U.S.S.G. § 2C1.1(b)(3), because the offense involved an elected public official.

e. The adjusted offense level for Count One thus is **32**.

Count Two (Bribery Involving an Agent of a Program Receiving Federal Funds):

f. The base offense level is **14**, pursuant to U.S.S.G. § 2C1.1(a)(1).

g. The offense level is increased by **2** levels, pursuant to U.S.S.G. § 2C1.1(b)(1), because the offense involved more than one bribe.

h. The offense level is increased by **12** levels, pursuant to U.S.S.G. §§ 2C1.1(b)(2) and 2B1.1(b)(1)(G), because the value of the payment, the benefit received or to be received in return for the payment, the value of anything obtained or to be obtained by a public

official or others acting with a public official, or the loss to the government from the offense, was more than \$250,000 but was not more than \$550,000.

i. The offense level is increased by 4 levels, pursuant to U.S.S.G. § 2C1.1(b)(3), because the offense involved an elected public official.

j. The adjusted offense level for Count Two thus is 32.

Grouping:

k. Because the counts involved two or more acts or transactions connected by a common criminal objective or constituting part of a common scheme or plan, the counts group, pursuant to U.S.S.G. §§ 3D1.1 and 3D1.2(b). The final adjusted offense level is 32.

l. 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. If the Defendant receives a 3 level reduction, the final offense level will be 29.

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. If the Defendant intends to argue for any factor that could take the sentence outside of the advisory guidelines range, he will notify the Court, the United States Probation Officer and government counsel at least 14 days in advance of sentencing of the facts or issues he intends to raise.

Obligations of the United States Attorney's Office

9. At the time of sentencing, this Office will recommend a reasonable sentence. In addition, this Office will recommend that the Court impose a judgment of full restitution to any victims.

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.

Waiver of Appeal

11. In exchange for the concessions made by this Office and the Defendant in this plea agreement, this Office and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or otherwise, to appeal the Defendant's conviction;

b. The Defendant and this Office knowingly waive all right, pursuant to 18 U.S.C. § 3742 or otherwise, to appeal whatever sentence is imposed (including the right to appeal any issues that relate to the establishment of the advisory guidelines range, the determination of the Defendant's criminal history, the weighing of the sentencing factors, and the decision whether to impose and the calculation of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release), except as follows: (i) the Defendant reserves the right to appeal any term of imprisonment to the extent that it exceeds any sentence within the advisory guidelines range resulting from an adjusted base offense level of 29, and (ii) this Office reserves the right to appeal any term of imprisonment to the extent that it is below any sentence within the advisory guidelines range resulting from an adjusted base offense level of 29.

c. Nothing in this agreement shall be construed to prevent the Defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), or from appealing from any decision thereunder, should a sentence be imposed that resulted from arithmetical, technical, or other clear error.

d. 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.

Restitution

12. The Defendant agrees to the entry of a Restitution Order in the full amount of the victims' losses, which will be determined prior to sentencing, and is at least **\$340,000**. The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663 and 3663A and §§ 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation. The Defendant further agrees that he will fully disclose

to the probation officer and to the Court, subject to the penalty of perjury, all information, including but not limited to copies of all relevant bank and financial records, regarding the current location and prior disposition of funds obtained as a result of the criminal conduct set forth in the factual stipulation as well as any funds that may be available as substitute assets for the purpose of restitution. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this plea agreement, and this Office may seek to be relieved of its obligations under this agreement.

Forfeiture

13. The Defendant understands that the Court will, upon acceptance of his guilty plea, enter an order of forfeiture as part of his sentence, and that the order of forfeiture may include assets directly traceable to his offense, substitute assets, and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offense. Specifically, the court will order the forfeiture of all property, real and personal, which represents or is traceable to the gross receipts obtained, directly or indirectly, from the offense, and any property, real and personal, involved in any such offense, or any property traceable to such property, including a money judgment of at least \$340,000. The Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. This Office agrees to seek the Attorney General's approval to apply forfeited assets to the Defendant's Restitution Order.

Assisting the Government with Regard to the Forfeiture

14. The Defendant agrees to assist fully in the forfeiture of the foregoing assets. The Defendant agrees to disclose all of his assets and sources of income to the United States, and to take all steps necessary to pass clear title to the forfeited assets to the United States, including but not limited to executing any and all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. The Defendant further agrees that he will not assist any third party in asserting a claim to the forfeited assets in an ancillary proceeding and that he will testify truthfully in any such proceeding.

Waiver of Further Review of Forfeiture

15. The Defendant further agrees to waive all constitutional, legal, and equitable challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The Defendant also agrees not to challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this agreement, and will not assist any third party with regard to such challenge or review or with regard to the filing of a petition for remission of forfeiture.

Collection of Financial Obligations

16. The Defendant expressly authorizes this Office to obtain a credit report in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the Defendant agrees to disclose fully all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party. The Defendant will promptly submit a completed financial statement to this Office, in a form this Office prescribes and as it directs. The Defendant promises that the financial statement and disclosures will be complete, accurate and truthful, and understands that any willful falsehood on the financial statement will be a separate crime and may be punished under 18 U.S.C. § 1001 by an additional five years' incarceration and fine.

Tax Liability

17. The Defendant understands that this agreement does not resolve any civil or criminal tax liability that he may have as a result of his offenses, and that this agreement is with the United States Attorney's Office for the District of Maryland, and not with the Internal Revenue Service or the Tax Division of the United States Department of Justice. The Internal Revenue Service is not a party to this agreement and remains free to pursue any and all lawful remedies it may have.

Obstruction or Other Violations of Law

18. 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

19. 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

20. This agreement supersedes any prior understandings, promises, or conditions between this Office and the Defendant and 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 agreement and none will be entered into unless in writing and signed by all parties.

If the Defendant fully accepts each and every term and condition of this letter, 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:



Thomas P. Windom
James A. Crowell IV
Assistant United States Attorneys

I have read this agreement 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.

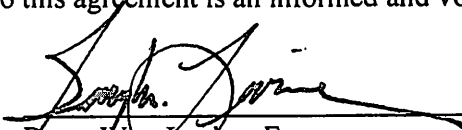
12/21/2016
Date



William Alberto Campos-Escobar

I am William Alberto Campos-Escobar's attorney. I have carefully reviewed every part of this agreement 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.

12/20/2016
Date



Barry Wm. Leyne, Esq.
Counsel for Defendant William Alberto Campos-Escobar

ATTACHMENT A
STIPULATED FACTS –
UNITED STATES v. WILLIAM ALBERTO CAMPOS-ESCOBAR

If this matter had proceeded to trial, the Government would have proven the following facts beyond a reasonable doubt. The parties agree that the following facts do not encompass all of the facts that would have been proven had this matter proceeded to trial.

Prince George’s County Government

At all times relevant, Prince George’s County, Maryland (“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 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.

The County was a local government which received benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan guarantee, insurance or other form of Federal assistance.

The County’s Economic Development Incentive Fund (“EDI”) was a program created to expand the commercial tax base and promote major development and redevelopment opportunities, transit-oriented development, job retention, and attraction and growth of key industry sectors.

Maryland state law prohibited a person from giving a public employee, and prohibited a public employee from demanding or receiving, a bribe, fee, reward or testimonial in exchange for influencing the performance of the official duties of the public employee, or neglecting or failing to perform the official duties of the public employee, as provided by Maryland Criminal Law Article Section 9-201.

Maryland state law and the County Code required certain State and County officials, employees, and candidates for office to file annual financial disclosure statements. These financial disclosure statements required officials to indicate, among other things, whether they had received a gift or gifts in excess of \$25 in value from an individual or business entity doing business with the County.

The Defendant and Others

Defendant **WILLIAM ALBERTO CAMPOS-ESCOBAR** (“CAMPOS”) held the elected position of County Councilman, representing District 2, from November 2004 through approximately November 2014. As an elected County Councilman, CAMPOS was authorized to act on behalf of, and serve as the representative to, the County government. In November 2014, CAMPOS was elected Delegate to the Maryland General Assembly, representing District 47B.

CAMPOS assumed office on January 14, 2015, and held this position until he resigned on or about September 10, 2015.

During CAMPOS's tenure as County Councilman, in each County fiscal year (which ran from July 1 through June 30), the County budget provided \$100,000 in grant funds for each County Council Member to designate and allocate to County non-profit service organizations.

Individuals B, G, H, I and J were residents of Maryland.

The Community Foundation for Prince George's County ("the County Community Foundation") was an affiliate of The Community Foundation for the National Capitol Region.

In fiscal year 2013, which ran from July 1, 2012, through June 30, 2013, CAMPOS designated and allocated \$21,500 of County grant funds to the County Community Foundation.

In fiscal year 2014, which ran from July 1, 2013, through June 30, 2014, CAMPOS designated and allocated \$100,000 of County grant funds to the County Community Foundation.

The Confidential Human Source ("CHS") was a business person.

The Federal Bureau of Investigation Under Cover Employee ("UCE") was a person posing as a businessman who owned a property management company and was looking to expand his business into the County and the surrounding area.

The Conspiracy

From at least in or about November 2012 through on or about June 4, 2014, CAMPOS knowingly conspired, confederated, and agreed with others to commit offenses against the United States, that is, being an agent of the County (a County Councilmember), to corruptly solicit and demand for the benefit of a person, and accept and agree to accept, a thing of value from a person, intending to be influenced and rewarded in connection with a business, transaction, and series of transactions of the County involving \$5,000 or more, in violation of 18 U.S.C. § 666(a)(1)(B).

The December 21, 2012 Bribe Payment

On December 9, 2012, the CHS met with CAMPOS and Individual B in Greenbelt, Maryland. During the meeting, CAMPOS and Individual B discussed helping move the CHS's business to the County.

On December 19, 2012, the CHS and Individual B met in College Park, Maryland. During this meeting, Individual B talked to the CHS about meeting with CAMPOS on December 21, 2012.

On or about December 21, 2012, the CHS, CAMPOS, and Individual B met at a restaurant in College Park, Maryland. Based on a prior conversation between the CHS and Individual B on

December 19, 2012, the CHS brought \$3,000 in U.S. currency (all in \$100 denominations) in an envelope to give to CAMPOS. At one point during the December 21, 2012 meeting (which took place at a booth in the restaurant), Individual B, who was seated next to the CHS, tapped on the empty space between him and the CHS, indicating he wanted the CHS to put the envelope on the seat. The CHS placed the envelope containing the \$3,000 on the seat next to Individual B, who then picked up the envelope.

Shortly thereafter, during the December 21, 2012 meeting, Individual B and CAMPOS left the table and walked toward the bathroom. Individual B then gave CAMPOS the \$3,000 in the bathroom of the restaurant. After Individual B and CAMPOS returned to the table, Individual B told CAMPOS that the CHS was interested in moving the CHS's business to the County and asked CAMPOS to get the CHS set up with the County officials involved in EDI. CAMPOS agreed to set up meetings with County officials on the CHS's behalf. CAMPOS then asked the CHS, "How much money are you looking for?" The CHS responded by describing the CHS's business plan. CAMPOS told the CHS to find a non-profit organization (hereinafter, "NPO"), and that CAMPOS could give the CHS \$10,000 from his office. CAMPOS said he could give the CHS the money for "whatever the fuck that you want" and "you have ten G's just for your troubles." CAMPOS instructed the CHS to tell the NPO that it will get some of the money and the rest will go to the CHS.

On or about December 22, 2012, CAMPOS made a \$2,000 cash deposit into his personal bank account.

On or about January 12, 2013, the CHS met with CAMPOS and Individual B at a restaurant in Annandale, Virginia. Individual B told CAMPOS that the CHS had worked out an arrangement with an NPO and described the NPO. The CHS asked how the NPO should report the County grant funds. CAMPOS advised that he would send an application to the NPO, and told the CHS that the NPO did not need to justify the purpose of the funds. CAMPOS then told the CHS to say the funds are for "cultural business outreach." CAMPOS then questioned whether use of the word "business is too strong," and said, "Fuck it! Just cultural outreach....That's it. Alright, that's it. I put the money in there. It doesn't have to be justified. The guy who fucking does it, he may call and say, 'What is it about?' Come up with some bullshit. The point is, it's my money and it's there. So five Gs. We said five G, right? So on Monday, um ... Monday tell them. Just tell them to email. Just tell them to email me. Email me and I'll email the app ... Email me and I'll email them the application and that's it." Individual B then clarified, "Was it five Gs for the year because you told him ten?" CAMPOS answered, "We'll do five this year. This fiscal year and five in July....I can do ten, no problem. Five this year and five. I'm sorry. Five starting this month. The application process will take six weeks, you'll get it in February and I give you five more after July. So you get ten." The CHS advised that they knew of other NPOs, and CAMPOS responded, "Get whatever fucking church you want man, I am only there for one more year. Get as many churches and I give you five each." CAMPOS further explained that the money was for the CHS's "troubles for the bitches."

On or about February 6, 2013, following CAMPOS's instruction, Individual B gave a \$5,000 check to the CHS, made out to the NPO drawn from "The Community Foundation for The

National Capital Region – Grants Account” and with the information that “[t]he grant was provided from the Action Fund for District 2.”

The July 25, 2013 Bribe Payment

On or about July 12, 2013, the CHS met with CAMPOS and Individual B at a restaurant in Washington, D.C. During the meeting, CAMPOS told the CHS, “You got a present coming to you.” CAMPOS and the CHS then discussed lining up more NPOs that could be used to funnel County grant funds to the CHS. CAMPOS (who was eating pizza at the restaurant) joked, “This pizza is costing me \$5,000.” CAMPOS stated that he was going to Greece on vacation and “could use an advance for my trip.” CAMPOS then instructed the CHS to find two NPOs and stated, “That’s ten G’s right there. This pizza is costing me ten Gs.”

On or about July 22, 2013, the CHS spoke to CAMPOS via telephone and proposed meeting to give CAMPOS information regarding the NPOs the CHS had arranged to receive County grant funds from CAMPOS. The CHS also told CAMPOS that the CHS wanted to “take care” of CAMPOS before his upcoming trip to Greece and asked CAMPOS how many slices of pizza he wanted, referencing the prior conversation from on or about July 12, 2013, described above. Later during the July 22, 2013 telephone call, the CHS stated, in reference to the first bribe payment, “The last time I gave you whatever slice, that’s okay with you too?” CAMPOS responded, “Yeah, yeah . . . that’s perfect.”

On or about July 25, 2013, the CHS met CAMPOS in the parking lot of a grocery store in Lanham, Maryland. After CAMPOS got into the CHS’s car and the two began conversing, CAMPOS interrupted the CHS and advised that CAMPOS wanted to make sure that CAMPOS’s cell phone was turned off. CAMPOS then exited the CHS’s vehicle and placed his cell phone into his own car. After CAMPOS re-entered the CHS’s car and the two again began conversing, CAMPOS accepted \$3,000 in U.S. Currency from the CHS. The CHS told CAMPOS, “Hey, Will. Um, this is same as last time. . . . 3,000.” CAMPOS replied, “Appreciate that man.”

On or about November 15, 2013, CAMPOS made available, and the UCE picked up, the check for \$5,000 in County grant funds intended for the CHS, made out to the UCE’s non-profit organization and issued by The Community Foundation for the National Capital Region.

The February 4, 2014 Bribe Payment

On or about January 7, 2014, at CAMPOS’s request, the UCE attended a political fundraiser for another candidate. Prior to the fundraiser, CAMPOS asked the UCE to make a \$2,000 campaign contribution to the other candidate’s campaign. During the fundraiser, CAMPOS asked the UCE if the UCE could increase the contribution to \$4,000. The UCE replied that the UCE would make a \$2,000 contribution at the fundraiser, and could provide CAMPOS with an additional \$2,000 if CAMPOS could provide the UCE with a letter of recommendation on official County letterhead in support of the UCE’s company obtaining a property management contract with a housing authority outside of the District of Maryland. CAMPOS replied, “Yeah, absolutely, that’s the least I could do for you, man. Are you fucking kidding me? I’m hitting you

up for two Gs tonight and shit.” The UCE and CAMPOS agreed that the UCE would provide CAMPOS with the language for the letter, and would provide CAMPOS with a \$2,000 payment during the UCE’s next visit in exchange for CAMPOS providing the UCE with the official letter.

On or about January 28, 2014, the UCE sent CAMPOS an email, which read in part: “Thanks for taking care of this. Attached is the drafted letter for you to put on your office letter head for the housing contract. I owe you.” CAMPOS then forwarded the UCE’s email to a County employee with instructions to put the letter on official letterhead and send it back to the UCE. The letter, on official County letterhead, was then emailed back to the UCE the same day, and received by the UCE outside the District of Maryland.

On or about February 4, 2014, the UCE met with CAMPOS in the parking lot of a restaurant in Alexandria, Virginia. The UCE told CAMPOS, “I got a little present for you, for the letter. Because I’m tell you, I’m, I’m going to get that contract. And I appreciate it.” The UCE then provided CAMPOS with \$2,000 in U.S. currency (including approximately \$1,000 in \$100 bills and \$1,000 in \$50 bills). Later, the following conversation ensued:

CAMPOS: I told you, you were a bad influence. [laughs]

UCE: Oh, man. You can always say no. You say no to me right now. You say no, you walk away.

CAMPOS: I’m a mortal man—that’s the problem.

On or about February 7, 2014, CAMPOS made a cash deposit into one of his personal bank accounts in the amount of \$850, which amount included \$100 in \$100 bills and \$750 in \$50 bills.

The April 9, 2014 Bribe Payment

During a meeting on April 4, 2014, Individual B informed the CHS that CAMPOS needed \$10,000 to pay an expense related to his campaign for Maryland State Delegate. Individual B told the CHS that Individual B had spoken with CAMPOS about the CHS giving cash to CAMPOS in exchange for CAMPOS arranging for another grant to be awarded to an NPO selected by the CHS.

On or about April 9, 2014, Individual B met the CHS at a coffee shop in Lanham, Maryland. Individual B told the CHS that Individual B had told CAMPOS to “hook [the CHS] up” with the developer of a new business in the County, so that the developer would retain the CHS’s business services. Individual B explained to the CHS that the business owed CAMPOS, because CAMPOS obtained a tax benefit for the business. Individual B and the CHS then walked to the coffee shop’s parking lot, where the CHS’s vehicle was located. The CHS then retrieved \$3,000 in U.S. currency from the CHS’s vehicle.

On or about April 9, 2014, Individual B gave the \$3,000 in U.S. currency from the CHS to CAMPOS. Later on April 9, 2014, CAMPOS sent a text message to the CHS that stated, "I owe you big time my man."

On or about April 10, 2014, CAMPOS met the CHS in Lanham, Maryland. During the meeting, CAMPOS told the CHS, "I really appreciate it." The CHS asked CAMPOS, "Was three enough?" CAMPOS responded, "Yeah, yeah, yeah. Absolutely, man." CAMPOS asked the CHS if the CHS had identified another church to receive the grant money. The CHS asked CAMPOS if the CHS again could use the NPO associated with the UCE. CAMPOS responded, "Whatever you want." CAMPOS told the CHS that CAMPOS was "meeting with the [developer] guys, and I'll say I want, uh, I want you on board for whatever it is they need. . . ."

The April 17, 2014 Bribe Payment

On or about April 17, 2014, the UCE met with CAMPOS at a fundraiser in Mount Rainier, Maryland.

At the fundraiser, the UCE told CAMPOS that the UCE had \$2,000 in cash in his car, for CAMPOS. The UCE stated, "Like I said, it's up to...it's yours. Like, pay the bills, like, from last time, whatever you want. You know what I'm saying. It's your money." CAMPOS responded, "You know I've got that appeal, that fucking appeal," in reference to an appeal taken by a prospective opponent of CAMPOS's in the primary election for Delegate to the Maryland General Assembly. CAMPOS then met the UCE in the UCE's car. The UCE pulled out \$2,000 in U.S. currency and began to count it. CAMPOS stated, "Don't count it, man." The UCE then handed the \$2,000 in U.S. currency to CAMPOS.

Additional Bribe Payments from other Individuals

While serving on the County Council, CAMPOS also received bribe payments from numerous other individuals in exchange for official acts.

In approximately 2007, CAMPOS received \$1,000 from Individual G (who owned a nightclub in the County) via Individual B, in exchange for CAMPOS's testimony before the liquor board.

Thereafter, CAMPOS received approximately \$4,000 to \$5,000 from Individual H (who owned a business in the County), in exchange for CAMPOS's assistance with a zoning matter.

From approximately 2011 through 2014, CAMPOS received approximately \$6,000 to \$9,000 from Individual I (who owned a business in the County), in exchange for CAMPOS providing an entity controlled by the business owner with approximately \$250,000 in County grant money.

From approximately 2011 through 2014, CAMPOS received approximately \$15,000 from Individual J (who owned a business in the County), in exchange for CAMPOS providing an entity controlled by the business owner with approximately \$75,000 in County grant money.

* * *

I have read this statement of facts and carefully reviewed it with my attorney. I acknowledge that it is true and correct.

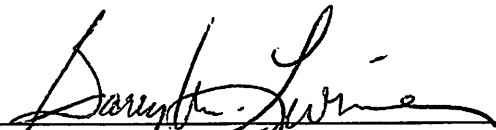
12/21/2016
Date



William Alberto Campos-Escobar

I am William Alberto Campos-Escobar's attorney. I have carefully reviewed the statement of facts with him.

12/20/16
Date



Barry Wm. Levine, Esq.
Counsel for William Alberto Campos-Escobar