

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
vs.)
)
KATRINA LYNN SEARS,)
)
Defendant.)

Criminal No: 15-20251

PLEA AGREEMENT

The full and complete plea is as follows:

The following constitutes the Plea Agreement reached between the United States, represented by Edward L. Stanton III, United States Attorney for the Western District of Tennessee, and Leetra J. Harris, Assistant United States Attorney, and the defendant **KATRINA LYNN SEARS**, represented by Bake Ballin, defense counsel.

1. The defendant agrees that she will enter a voluntary plea of guilty to the sole count of the Information, charging Obstruction of Correspondence, in violation of 18 U.S.C. § 1702.
2. The defendant understands that, as a result of this Plea Agreement, she could receive a maximum sentence of five (5) years imprisonment, a \$250,000 fine, or both, plus a period of supervised release of three (3) years. The Court may also order restitution in accordance with law. Fees may be imposed to pay for incarceration or supervised release. There is a \$100 mandatory special assessment per felony count of conviction.

Plea Agreement – Katrina Sears

3. The United States agrees to recommend that the defendant be sentenced at the low-end of the applicable Sentencing Guidelines range as determined by the Court. The defendant understands that any recommendations made by the United States are not binding on the Court and should the Court not accept the recommendation or request, the defendant, nevertheless, has no right to withdraw the plea.

4. Given the facts in the possession of the United States at the time of the writing of this agreement, the United States does not oppose the defendant receiving acceptance of responsibility credit pursuant to U.S.S.G. § 3E1.1. The defendant understands that if the United States receives information between the signing of this agreement and the time of the sentencing that the defendant has previously engaged in, or if she engages in the future, in conduct inconsistent with the acceptance of responsibility, including, but not limited to, participation in any additional criminal activities between now and the time of sentencing, this position could change. Further, the defendant understands that whether or not acceptance of responsibility credit pursuant to § 3E1.1 is granted is a matter to be determined by the District Court. Failure of the District Court to grant acceptance of responsibility credit is not a basis for the defendant to withdraw her guilty plea.

5. The defendant understands that 18 U.S.C. § 3742 gives her the right to appeal the sentence imposed by the Court. Acknowledging this, the defendant knowingly and voluntarily waives her right to appeal any sentence imposed by the Court and the manner in which the sentence is determined so long as the sentence is within the statutory maximum. This waiver is made in exchange for the concessions made by the United States in this Plea Agreement. The waiver in this paragraph does not apply to claims relating to prosecutorial misconduct and/or ineffective assistance of counsel.

Plea Agreement – Katrina Sears

6. The defendant understands that 28 U.S.C. § 2255 provides an additional method by which to challenge the sentence imposed by the Court. Acknowledging this, the defendant knowingly and voluntarily waives her right to file an action pursuant to Section 2255 so long as the sentence is within the statutory maximum. This waiver is made in exchange for the concessions made by the United States in this Plea Agreement. The waiver in this paragraph does not apply to claims relating to prosecutorial misconduct and/or ineffective assistance of counsel.

7. The defendant understands that the Information contains a single count which charges her with the commission of more than one crime. The defendant waives any objection to being charged with more than one crime in a count.

8. The defendant understands that any statement made in the course of the plea colloquy may be used against the defendant in any criminal prosecution. The defendant knowingly, intelligently, and voluntarily waives any objection based on Rule 410 of the Federal Rules of Evidence.

9. The defendant agrees that for the purpose of restitution, the Court may consider losses derived from the count of conviction and losses caused from dismissed counts and uncharged conduct of the defendant. As a condition of this Plea Agreement, the defendant further agrees that the Court will order full restitution in the amount of \$72,639.

10. The defendant stipulates that there is a sufficient factual basis to support each and every material factual allegation contained within the count of the Information to which she is pleading guilty.

11. This agreement is limited to this office and cannot bind any other federal, state or local prosecuting, administrative, or regulatory authorities. Moreover, this agreement does not

Plea Agreement – Katrina Sears

apply to any forfeiture proceedings, judicial, administrative, or otherwise, and shall not preclude any past, present, or future forfeiture actions.

12. Should it be judged by the United States that the defendant has committed or attempted to commit any additional crimes or has engaged in any conduct constituting obstruction or impeding justice within meaning of U.S.S.G. § 3C1.1 from the date of the defendant's signing of this plea agreement to the date of the defendant's sentencing, or if the defendant attempts to withdraw the plea, the United States will be released from its obligations and would become free to argue for any sentence within the statutory limits. Such a breach by the defendant would not release the defendant from the plea of guilty.

13. The defendant agrees to, upon request, provide the United States Probation Office and the attorney for the United States a complete and accurate personal financial statement and any and all other records and documents pertaining to her financial condition.

14. The defendant understands and agrees that the special assessment of \$100.00 is due and payable to the United States District Court Clerk's office immediately following sentencing.

15. This writing constitutes the entire Plea Agreement between the defendant and the United States with respect to her plea of guilty. Neither the United States nor any law enforcement officer can or does make any promises or representations as to what sentence will be imposed by the Court. No additional promises, representations or inducements other than those referenced in this Plea Agreement have been made to the defendant or to the defendant's attorney with regard to this Plea, and none will be made or entered into unless in writing and signed by all parties.

Plea Agreement – Katrina Sears

16. The defendant agrees that this plea agreement constitutes the entire agreement between herself and the United States and that no threats have been made to induce her to plead guilty. By signing this document, the defendant acknowledges that she has read this agreement, that she has discussed it with his attorney, and that she understands it.



Edward L. Stanton III

United States Attorney

Leetra J. Harris

Assistant United States Attorney

10/8/15

Date



Katrina L. Sears

Defendant

10/8/15

Date



Blake Ballin

Counsel for Defendant

10/8/2015

Date