

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

**UNITED STATES OF AMERICA**

**v.**

**JACK BRUCE JOHNSON,**

**Defendant.**

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**CRIMINAL NO. PJM-11-0075**

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**GOVERNMENT’S SENTENCING MEMORANDUM FOR  
DEFENDANT JACK BRUCE JOHNSON**

The United States of America respectfully submits this memorandum in aid of sentencing of defendant Jack Bruce Johnson (“Jack Johnson” or “the Defendant”), scheduled for December 6, 2011 at 9:30 a.m. The Government has reviewed the Pre-Sentence Report (“PSR”) prepared by the United States Probation Office and agrees with the factual recitations and United States Sentencing Guidelines (“USSG”) calculations contained therein.

Jack Johnson’s venality adversely affected everyone who lived, worked and tried to do business in Prince George’s County (“the County”). During his eight year tenure as the County’s leader, Jack Johnson criminally and shamelessly flouted the public trust and abused his lawful authority. In exchange for bribe payments, Jack Johnson steered millions of dollars in federal and local funds to favored developers; disseminated non-public County information; obtained and facilitated state and local approvals and permits; arranged County jobs for undeserving applicants; awarded management rights for County bond funds; assisted with legislation and regulations regarding liquor store hours; influenced County officials to approve private businesses seeking government work; and secured County commitments to lease property from developers. In

exchange, as detailed in his plea agreement and incorporated in the PSR, Jack Johnson accepted between \$400,000 and \$1,000,000 in bribes.

Remarkably, Jack Johnson's knowledge both that the news media was scrutinizing suspicious land deals and that the FBI was investigating various allegations did not deter him from continuing to engage in bribery and outright extortion. The federal investigation proved that the rumors were true: under Jack Johnson's leadership, government in Prince George's County literally was for sale. When the Defendant now asks this Court to credit his history of public service, he ignores the fact that he was convicted of corrupting the very public office for which he now claims credit. Indeed, the Government submits that the Defendant's pervasive corruption discouraged competition and transparency in business, and encouraged graft and back-room dealing, which deprived the County of countless and significant economic benefits. The Defendant's assertion that some good things were achieved during his tenure does not counterbalance his brazen and overarching extortion, bribery, fraud, and obstruction of justice.

In reaching a reasonable sentence, the Court must properly account for the Defendant's systematic and pervasive corruption of a high public office. This memorandum provides the Court with additional details surrounding the charged conduct, the amount of bribes accepted and sought by the Defendant, the value of the benefits received by the bribe payors, the Defendant's leadership role in the conspiracy, and addresses how those facts bear upon the Court's analysis of the 18 U.S.C. § 3553(a) factors. As one of the most egregious and notorious instances of corruption and obstruction of justice in Maryland history, the Government submits that Jack Johnson's criminal conduct calls for a very significant sentence that will promote respect for federal law and deter other public officials from engaging in corruption and obstructing justice.

### **Factual Overview**

On November 12, 2010, the Defendant was arrested and charged by criminal complaint with violations of 18 U.S.C. § 1512(b)(2)(B) (tampering with witness and evidence) and 18 U.S.C. § 1512(c)(1 and 2) (destruction, alteration, and falsification of records in a federal investigation). The Defendant was subsequently indicted on multiple counts of Hobbs Act conspiracy and substantive Hobbs Act violations, in violation of 18 U.S.C. § 1951, bribery involving agent of a program receiving federal funds, in violation of 18 U.S.C. § 666(a)(1)(B), and witness and evidence tampering, in violation of 18 U.S.C. § 1512(b)(2)(B). On May 17, 2011, the Defendant pleaded guilty to Count Two (Hobbs Act) and Count Eight (witness and evidence tampering) of the Indictment. See PSR at 2, ¶ 2.

As detailed in the Criminal Complaint, Indictment, and his plea agreement, from 2002 through December 2010, the Defendant held the elected position of Prince George's County Executive. Prior to 2002, the Defendant served as the County's elected State's Attorney, Deputy State's Attorney, and spent nearly a decade as an attorney for the Internal Revenue Service Office of Chief Counsel. See PSR at 22-23.

In early 2006, FBI agents began investigating allegations of corruption, campaign finance violations, and tax fraud related to several developers and their relationships with various County officials. The investigation uncovered a far-reaching corruption scheme centered around a "pay-to-play" culture in the County, orchestrated by the Defendant, in which developers and business owners paid bribes to Jack Johnson and his surrogates in return for their official action in the various offices of the County government. The broad scope of the Defendant's criminal conduct is detailed more fully below, and in the plea agreements and charging documents of his co-conspirators: Leslie

Johnson (“Leslie Johnson”), an elected County Councilwoman and the Defendant’s wife; Mirza Hussain Baig (“Baig”), a physician and developer in the County; James Johnson, the Director of the County Department of Housing and Community Development (“DHCD”); Patrick Q. Ricker (“Ricker”), a developer and real estate broker based in the County; Daniel I. Colton (“Colton”), a developer in the County; Karl Granzow (“Granzow”), an official with the County Fire Department; Amrik Singh Melhi (“A. Melhi”), an owner of numerous businesses in the County; and, Ravinder Melhi (“R. Melhi”), an owner of numerous businesses in the County.<sup>1</sup> These individuals pleaded guilty to a various extortion, bribery, state and federal campaign finance violations, and fraud, which all evolved from the “pay-to-play” culture in the County, overseen by the Defendant, in which developers and others with interests in the County regularly provided things of value in exchange for official acts.

As recited in the PSR, for nearly his entire tenure as County Executive, from 2003 through November 12, 2010, the Defendant conspired with other public officials to extort developers and other business persons in the County, and obtain, among other things, money, trip expenses, meals, drinks, hotel rooms, airline tickets, rounds of golf, employment, mortgage payments, and monetary and in-kind campaign contributions to state and local officials in exchange for him and other officials performing and agreeing to perform favorable official action for the developers, business owners and their companies in the County. See PSR at 6, ¶ 32. As County Executive, Jack Johnson, in exchange for these bribes, waived County regulations in order to steer millions of dollars in federal

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<sup>1</sup> See United States v. Leslie Johnson, Crim. No. PJM-11-0169; United States v. Mirza Baig, Crim. No. PJM-11-086; United States v. James Johnson, Crim. No. PJM-10-0638; United States v. Patrick Ricker; Crim. No. PJM-09-0606; United States v. Daniel Colton, Crim. No. PJM-10-0378; United States v. Karl Granzow, Crim. No. PJM-11-0163; United States v. Amrik Melhi, Crim. No. PJM-10-0637; and, United States v. Ravinder Melhi, Crim. No. PJM-11-0637.



funds for his favored developers' use in various projects in the County; provided co-conspirators with non-public County information; obtained and/or facilitated necessary state and local approvals and permits for certain developments and businesses in the County; obtained employment with the County for certain individuals; awarded management rights for County bond funds; obtained County funding for certain developments and businesses; assisted with state and County legislation regarding liquor store hours and other County regulations; influenced certain County officials to approve and/or facilitate private businesses seeking work with the County; and secured County commitments to lease property from developers at developments in the County. See PSR at 6, ¶ 33. In exchange, as detailed in his plea agreement and incorporated in the PSR, Jack Johnson accepted between \$400,000 and \$1,000,000 in bribes. See PSR at 12, ¶ 62. Indeed, over the course of ten months in 2010, the FBI recorded the Defendant's phone calls in which he orchestrated the corruption scheme, and video-taped bribe payments to him and other officials. See generally CD 1 (Sealed - containing recorded phone calls) and DVD 1 (containing redacted video recordings).<sup>2</sup> All of these calls and videos, as well as the related court documents supporting these recordings, are contained in the discovery previously provided to the Defendant and his counsel earlier this year. As detailed more fully below, these calls and videos vividly illustrate the breadth and insidiousness of the Defendant's corruption.

On November 9, 2010, the FBI obtained a search warrant for the Defendant's home in

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<sup>2</sup> The conversations on CD1 are not transcribed in their entirety, but each recording is in a separate file, stamped with the date and time of the call, so they can be located by the Court and counsel. The CD and additional DVDs discussed herein, which contain certain body wire recordings, are being provided to the Court and counsel under seal. A redacted version of DVD1, which contains certain video recordings, which have audio bleeps of the names of any uncharged individuals, is attached. An original version of DVD 1 will be provided to the Court and counsel under seal as well.

Mitchellville, Maryland. Before the warrant was executed, on the morning on November 12, 2010, Jack Johnson met with Baig at Baig's office to accept yet another cash bribe payment. See PSR at 12, ¶ 64. As detailed more fully below and captured in the attachments, during the meeting, which was videotaped by the FBI, the Defendant spoke at length about how he was going to continue his corruption scheme through his wife's new position on the County Council. See DVD 1; and Attachment D (Sealed - Transcript of November 12, 2010 video/sound recording of meeting between Baig and Jack Johnson). He proudly bragged about how he was going to orchestrate approval of various funding and approvals by the County Council for Baig's projects, and then promptly accepted \$15,000 in cash from Baig. FBI agents then entered the room and confronted the Defendant, who lied by telling the agents that the cash was for a party marking the end of his tenure as County Executive. The Defendant shamelessly denied having any business dealings with Baig, a co-conspirator in the corruption scheme with whom he had been making deals for nearly 20 years. See Id.

After lying to the FBI agents, the Defendant left Baig's office in his County vehicle, and, utilizing the vehicle's official emergency lights, drove to his home. As he drove, the Defendant engaged in a series of calls with his wife, Leslie Johnson, and directed her to destroy and hide evidence. See CD 1; and PSR at 13-16. During these calls, which are detailed in the Defendant's plea agreement and contained in the attached audio exhibit, the Defendant directed his wife to destroy a \$100,000 bribe check from Baig, and to hide \$79,600 in cash bribes in her undergarments. The Defendant's obstructive conduct succeeded in impairing the integrity of critical evidence of the corruption scheme and its availability for use in the course of the federal Grand Jury investigation of official corruption in the County. After both Johnsons were arrested, and as they were being

processed into custody in the cellblock located in this Courthouse, and with FBI agents present, Jack Johnson continued his obstruction, reminding Leslie Johnson, “You said it wasn’t bribe money right.” His wife answered, “Yes.”

## DISCUSSION

### **I. The PSR Correctly Calculated the Adjustment Upward Based on the Value of the Benefit Received**

The PSR correctly determined that the base offense level of 14 should be increased another 14 levels based on the value of the bribes received by the Defendant. U.S.S.G. § 2C1.1 provides that the base offense level should be increased according to the chart in § 2B1.1 based on *the greatest of* the value of the payment, the benefit received, or the loss to the government. See U.S.S.G. § 2C1.1(b)(2) (emphasis added). While the Defendant has admitted that he accepted more than \$400,000 but less than a \$1,000,000 in bribes, the plea agreement permits him to argue that the amount of bribes and/or the benefit received by the bribe payors was less than \$400,000. As the Court docket reflects, as of the filing of this memorandum, the Defendant has failed to produce any evidence contradicting the application of the 14-level enhancement under §§ 2B1.1 and 2C1.1. Regardless, below, the unrebutted and admitted facts concerning the amount of bribes solicited by the Defendant and the value of the benefits received by the bribe payors clearly exceeds \$400,000.

#### **A. The Defendant Received More than \$400,000 in Bribe Payments During the Corruption Scheme, and the Bribe Payors Received More than \$400,000 in Benefits.**

To determine the guideline adjustments, all of the payments received by and or at the direction of the Defendant arising based upon his omnibus criminal conduct must be considered. The net value or loss determination must include relevant conduct under § 1B1.3. As contemplated

in § 1B1.3(a)(3), the Guidelines direct sentencing courts to consider all relevant conduct. See generally United States v. Barton, 32 F.3d 61, 65 n.2 (4<sup>th</sup> Cir. 1994) (explaining that sentencing calculations are to include intended conduct as well as completed conduct.). The Guidelines provide that the base offense level and specific offense characteristics “shall be determined” on the basis of “all acts and omissions committed, aided, abetted, counseled, commanded, induced, procured or willfully caused by the defendant. . . and all reasonably foreseeable acts and omissions of others in furtherance of the jointly undertaken criminal activity.” See U.S.S.G. § 1B1.3(a)(1)(A-B). The guideline calculation also must include “all acts and omissions [by the defendant] that were part of the same course of conduct or common scheme or plan as the offense of conviction,” with respect to offenses where offense level is determined largely on the basis of the total amount of harm or loss, other measure of aggregate harm, or if the offense behavior is ongoing or continuous in nature. See Id. § 1B1.3(a)(2). “For two or more offenses to constitute part of a common scheme or plan, they must be substantially connected to each other by at least one common factor, such as common victims, common accomplices, common purpose or similar *modus operandi*.” See U.S.S.G. § 1B1.3, Application Note 9(A). “Offenses that do not qualify as part of a common scheme or plan may nonetheless qualify as part of the same course of conduct if they are sufficiently connected or related to each other as to warrant the conclusion that they are part of a single episode, spree, or ongoing series of offenses.” *Id.*, Application Note 9(B). The Government bears the burden to prove facts supporting these amounts by a preponderance of the evidence, and the court must make a reasonable estimate of the loss. United States v. Quinn, 359 F.3d 666, 680 (4<sup>th</sup> Cir. 2004).

Alternatively, the base offense level is increased based on the “value of the benefit received or to be received,” which refers to the net value of the contract. See U.S.S.G. § 2C1.1, Application

Note 3 (“The value of ‘the benefit received or to be received’ means the net value of such benefit”). The “net value” received equals the profit on the contract for which the corrupt payment was made. See id. Courts have interpreted this provision to mean the gross profit, that is, the gross contract price less only *direct* costs; overhead is not deducted. See United States v. Gray, 521 F.3d 514 (6th Cir. 2008) (“Courts must subtract direct costs from the gross value of the contract to determine the net improper benefit”).

Below, the Government details some of the evidence demonstrating the volume of bribes accepted by Jack Johnson in return for official acts and, in turn, the enormous benefits, at the cost of County taxpayers, to the bribe payors. However, as detailed in his plea agreement and incorporated into the PSR, the intended bribe payments to the Defendant from Baig alone exceeded more than \$400,000. See PSR at 6-12; Baig Plea Agreement at 18. Indeed, the value of the benefits received by Baig alone on just two of the development projects, detailed in the Defendant’s plea agreement, was at least \$10.6 million, as Baig corruptly received a \$7.9 million County lease and sought more than \$2.7 million in County grants in return for his bribe payments to the Defendant. See Baig Plea Agreement at 15-18. Moreover, the bribe payments from Baig to James Johnson are attributable to the Defendant as they were part of the same scheme to obtain federal grant funds and other official acts by County officials for Baig’s projects in the County. See Id. As detailed in James Johnson’s plea agreement, the bribe payments from the scheme were more than \$400,000 but less than \$1,000,000. See James Johnson Plea Agreement at 13. Likewise, as detailed in Baig’s plea agreement, the bribe payments he admitted to paying Jack Johnson and James Johnson exceeded \$400,000. See Baig Plea Agreement at 18. Indeed, in his own plea agreement, as incorporated by the PSR, Jack Johnson plainly admits that the amount of bribes he accepted during the scheme was

more than \$400,000. See PSR at 12, ¶ 62. As contemplated in the explicit terms of his plea agreement, the burden now rests with the Defendant to disprove that amount. See Jack Johnson Plea Agreement at 5, ¶ 6(d).

To date, the Defendant has come forward with no evidence to refute the conclusion that the amount of bribes and/or loss attributable to him is less than \$400,000. Based on the Defendant's plea agreement, the PSR correctly calculated a 14-level enhancement under §§ 2B1.1 and 2C1.1. See Jack Johnson Plea Agreement at 19.

1. **Intended Payments to the Defendant from Baig; and, Value of Benefits Received by Baig**

In 1992, Baig and Jack Johnson purchased a property in Laurel, Maryland for \$450,000. In addition to being a physician, Baig was a commercial and residential developer with numerous development projects in the County. Beginning in or about 2003 through on or about November 12, 2010, Baig provided the Defendant with money, campaign donations, other things of value, and agreed to purchase property from the Defendant, in return for the Defendant's official assistance in various County matters, including several development projects in the County. See PSR at 6, ¶ 35. During this time, Baig met with the Defendant one or two times per month and occasionally provided him with cash in amounts between \$1,000 and \$5,000. Id. For example, in or about 2003, Baig provided the Defendant with \$3,000 in cash. In or about 2005, Baig provided the Defendant with six payments of \$1,500 in cash in order to assist Johnson in making mortgage payments on his investment property in South Carolina. Id. On November 4, 2006, Baig provided the Defendant with \$10,000 in cash. See James Johnson Plea Agreement at 12. Thereafter, over the course of the conspiracy, Baig continued to provide cash, campaign donations, and other things of value to the

Defendant and others as part of the corruption scheme in return for official action from Jack Johnson and other officials. See PSR at 6-13.

**Prince George's County Hospital Center - County Employment**

On or about January 31, 2010, the Defendant agreed to secure employment for a family member of one of Baig's business associates as a physician with the Prince George's County Hospital ("the Hospital"), which was an acute care teaching hospital and regional referral center located in Cheverly, Maryland. In return, Baig agreed to provide the Defendant with a \$50,000 cashier's check. See PSR at 7, ¶ 38.

On February 1, 2010, Jack Johnson called an official at the Hospital, who was a former County official that worked for Jack Johnson, to discuss facilitating the hiring of Baig's associate. During the intercepted call, the Hospital official advised Jack Johnson that the individual had failed several tests and had barely passed certain tests with a very low score. Further, the Hospital official advised that the Hospital received over 2,000 applicants for fifteen physician positions, and that the individual Jack Johnson wanted the Hospital to hire for Baig ranked in the lowest one percentile of people qualified for the position. The Hospital official explained, "As a favor to you they can make this happen, but it's gonna raise all sorts of eyebrows, hum, but [another Hospital official] has told me that he said, if Jack (the Defendant) says this is really important we'll make it happen." When the Hospital official explained that the Hospital had already offered positions for 12 of the 15 slots, Jack Johnson commanded, "Offer the lady a slot, shit!" The Hospital official said okay, "[There is another Hospital official] taking care of it for you." See CD 1.

On February 1, 2010, Jack Johnson called Baig and advised him that the individual would be hired by the Hospital in the next several days. Baig replied back "excellent." Jack Johnson stated

“that required a lot” and explained how the individual had failed several tests for the physician position. He then explained:

The book you gave me to read yesterday, I’m gonna give you that book back okay. Uhm, because, it’s, it’s a you know, it’s a historical book, and uhm, and then I’ll you, uhm, and I’ll take lessons from time to time from you. Yeah, I think that’s better, you know.

Jack Johnson was using coded language to let Baig know that he was going to return the \$50,000 cashier’s check, referred to as the “historical book,” to him and then accept smaller payments from Baig over a period of time. See CD 1.

On February 28, 2010, at approximately 1:48 p.m., Jack Johnson called Baig and informed him that he was going to stop by Baig’s residence. On the same date, at approximately 2:32 p.m., investigating agents observed Jack Johnson drive his County vehicle, a black Cadillac Escalade, to Baig’s residence in Burtonsville, Maryland. Prior to this meeting, Baig had provided Jack Johnson with a \$50,000 cashier’s check in return for his assistance in obtaining County employment for Baig’s physician associate. During the meeting, Jack Johnson returned the \$50,000 the cashier’s check to Baig because he feared being caught trying to cash it. Instead, they agreed that Baig would provide Jack Johnson with incremental cash payments totaling \$50,000. See PSR at 7; and see Baig Plea Agreement at 14.

#### **Romwood Square – HOME funds**

The United States Department of Housing and Urban Development (“HUD”) maintained a program entitled HOME Investment Partnerships (“HOME”), regulated by Title 24, Code of Federal Regulations, Part 92, which provided grants to states and localities to fund activities that build, buy, and/or rehabilitate affordable housing for rent or home-ownership or provide direct rental assistance to low-income individuals. HOME was the largest federal block grant to state and local governments



and was allocated approximately \$2 billion nationwide in federal funds per fiscal year. See PSR at 4, ¶ 22.

The Prince George's County Department of Housing and Community Development ("DHCD") was a subordinate agency of the Executive Branch, headed by Jack Johnson, and was responsible for overseeing housing and community development projects in the County. DHCD's responsibilities included, among others, the administration and oversight of all aspects of County housing programs, including planning, program development and management, community services and housing rehabilitation. See Id. at 4-5, ¶ 23.

James Johnson, the Director of DHCD, was appointed by Jack Johnson and was responsible for directing DHCD's annual \$80 million dollar budget and administering programs that were supported by federal grants, such as HOME funds. In this capacity, James Johnson had the authority to recommend which developers should receive HOME funds for their development projects in the County. The County Council approved James Johnson's recommended distributions of the County's HOME funds at the request of Jack Johnson. James Johnson also had the authority to request exceptions for developers from HUD's regulatory requirements which were necessary to obtain HOME funds as proscribed by 24 C.F.R. Part 92. These exceptions were approved by Jack Johnson. See Id. at 5, ¶ 24.

In early 2010, Baig planned to renovate eleven single-family homes located on approximately thirteen acres of land in the County ("the Romwood Square Project"). The homes were to be rented to low and very low-income persons. During early 2010, Baig entered into a contract to sell 51 percent of his interest in the property to another Maryland company. The homes were to be rented to persons with low and modest income. Baig wanted federal HOME funds to assist with this and

his other developments in the County. See Id. at 6-7; and see Baig Plea Agreement at 14-16.

In 2002, Jack Johnson purchased investment property in Washington, D.C.. (“Investment Property One”). See PSR at 8, ¶ 41. Beginning in 2009, Jack Johnson began having financial difficulty making the mortgage payments on the property, and, in or about January 2010, the bank which held the mortgage on the property initiated foreclosure proceedings. See Baig Plea Agreement at 14.

In February 2010, Baig agreed to purchase Investment Property One from Jack Johnson for \$450,000 and to allow Jack Johnson to retain an undisclosed fifty percent ownership interest in the property in exchange for Jack Johnson’s official assistance with obtaining County HOME grant funds for the Romwood Square Project. Over the course of several months in 2010, Baig and Jack Johnson had a series of telephone conversations regarding their plan. As revealed in these conversations, in exchange for Baig’s agreement to purchase Investment Property One, Jack Johnson agreed to (and later did) take a series of official acts in order to assist Baig with the Romwood Square Project. See Id. at 14-15; and see PSR at 8-13.

For example, on February 2010, Jack Johnson requested that the Chairman of the County Council propose County Resolution (“CR”) 16, which concerned Housing and Community Development and was introduced for the purpose of amending the County’s fiscal year 2008 and 2009 Annual Action Plans to include Romwood Square and other projects as HOME Investment Partnership projects, thereby enabling Romwood Square to receive HOME funds from the County. See Id. CR-16, among other things, proposed providing Romwood Square project with \$1.7 million in County Home loan funds, which consisted of \$1.2 million for acquisition costs, \$300,000 for construction costs, and \$200,000 for the developer’s fee. The resolution was introduced on March

2, 2010, and adopted on March 30, 2010. On April 5, 2010, Jack Johnson signed the resolution in favor of CR 16 in his capacity as County Executive.

On March 5, 2010, the Defendant received an incoming call from a candidate for County office (“Candidate A”). During the recorded call, Jack Johnson advised Candidate A, “This Singh guy tonight, you gotta make him and the, and the liquor dealers, they gonna make, they gonna give you a huge amount of money. I got [Baig], I got a lot of Indian guys. All that stuff, we gonna, we gonna tap into the money. And we gonna tap into the money in a way that they gonna have big events for you, so even though you raising money there’s a lot of people.” See PSR at 8, ¶ 43; and see CD 1.

On March 9, 2011, Baig called Jack Johnson and during the call advised him that he expected to purchase Investment Property One from him no later than March 30, 2011. Jack Johnson responded, “The only problem is that they told me I have to settle by the 19<sup>th</sup>.” Baig then explained that he was going to have to borrow funds to buy the property and then repay the loan once he received the \$1.7 million in funds, and stated, “I might need some help from you or something. Then, we can buy that thing and then we settle we can pay back.” See CD 1.

On March 17, 2010, Jack Johnson called an associate and explained that Baig was delayed in his purchase of Investment Property One, because Baig had not yet received the HOME funds via CR-16, advising:

These guys are, are having a little problem and so what they gonna do is that they gonna send like about ten to fifteen thousand dollars up to the people and tell them that they need another, um, fifteen days or so in order to get the money together. The guy was supposed to have had a deal that supposedly, ah, that just didn’t come through, and, and well I won’t say it didn’t come through, but it’s delayed and so they need the money from this one to do that one.

See CD 1.

On April 6, 2010, Jack Johnson called James Johnson and told him that he (Jack Johnson) wanted to work on obtaining HOME funds that the County had lost in a previous fiscal year because they had not been used. During the conversation, they discussed identifying Baig's projects on which to expend the HOME funds. Jack Johnson explained, "I want to make sure we have the projects if, if I talk to him and ask him for it. . . . I know Dr. Baig has said, mentioned that he was looking for more money." James Johnson confirmed that Baig had projects and told Jack Johnson to tell Baig to work directly with James Johnson in order to obtain additional HOME funds. See PSR 8-9; and see CD 1.

Later that day, the Defendant called Baig and advised him that the Defendant had spoken to James Johnson about Baig's projects in the County. The Defendant explained:

Okay, and then the other thing that I'm working on for you is that, um, and I don't know whether it's gonna to come true or not, but you remember the \$2 million that, um, they took back from, um, some time ago. . . . As soon as we get it back, um, we will, um, we have to move. You know, I'll, I'm a tell him I need, um, three, four months, um, to get it done.

CD 1. The Defendant, referencing Baig's agreement to purchase Investment Property One, asked, "So you gonna, um, talk to the, ah, people, from the bank and let them know that we probably got another week or two?" Baig advised that he would call the bank and reminded the Defendant to work on Baig's project with the County. Jack Johnson responded, "Well, let me talk to them, this, um, tomorr-, tomorrow and get those things done, okay? And I'm gonna send somebody over in housing to, ah, help out a little bit. I'm gonna send, um, [a County official] over there." See CD 1.

On April 14, 2010, the Defendant called a former County official and asked the official to assist Baig in facilitating the settlement of the Romwood Square project with the County Council so that Baig could obtain the \$1.7 million in HOME funds, explaining:

So, can't you put your people on it and get it done? The one thing I find is that you gotta ride herd on people otherwise they don't get it done. . . . And um, but I need you to, ah, when you call me on Monday or Tuesday, you gonna tell me that you guys have done everything and it's it's at, it's ready for pre-close.

Jack Johnson wanted the County official to expedite the closing of the Romwood Square project to ensure that Baig received the \$1.7 million in HOME funds, and then Baig would have the funds to purchase Jack Johnson's Investment Property One. See CD 1.

On April 18, 2010, a former County official called Jack Johnson to discuss Romwood Square and Baig. During the call, the County official complained that Baig had no integrity and did not care about the impact that his project was having on others. Further, the County Official explained:

When a year ago, and I'll say this to you, a year ago, when this, when we sat down and talked he was getting nowhere because [County] staff didn't want to deal with him. They didn't want to deal with him at all. The only reason why, the only reason why, he's getting any favor is because of you and, and, and your instructions to Mr. James Johnson, that's it. And if it had not been for that, he would be dead in the water because no one around there really wants to deal with that guy because of his reputation.

Jack Johnson's use of his official power in exchange for money from Baig plainly forced the County to conduct business with Baig, a developer whose economic interests were aligned with the personal financial interests of Jack Johnson. See CD 1.

Later during the same call, despite his secret deal to have Baig buy Investment Property One from him for \$450,000 once the HOME funds were approved, Jack Johnson, in discussing Baig, falsely told the County official, "I don't have any, I don't have any, um, you know professional relationship with him in terms of, ah, you know business or anything like that. I can't." When Jack Johnson asked the County official if Baig was making a lot of money on the Romwood Square project, the County official replied:

He's got a sweetheart deal, I mean a sweetheart deal, at the very beginning, and this guy, then he, then he becomes, um, basically a slum lord and, um, he got, um, ah, sanctioned by HUD. I mean all kinds of violations and they took away his, ah, his HUD license, which probably was by design by him and, and uh, ah, and now the non-profit really is coming in. . . and give him \$1.2 million dollars.

The County official explained that Roots of Mankind, a non-profit company, was paying \$1.2 million to Baig for his interests in the project after Baig obtained the \$1.7 million in HOME funds from the County and clearance from the County to complete the Romwood Square project. See CD 1; and see PSR at 7-8. This singular act illustrates how Jack Johnson pressed County officials to approve the Romwood Square project and provide Baig with \$1,700,000 in HOME funds, while he secretly agreed to do so if Baig bought Investment Property One from Jack Johnson for \$450,000. Sadly, Jack Johnson betrayed the best interests of the County to a "slum lord" with a "sweetheart deal" that provided a \$450,000 bribe to Jack Johnson.

When Baig failed to follow through on the purchase of Investment Property One, as agreed, the Defendant retaliated with his only tool, the corrupt use of his power as County Executive. On April 20, 2010, Jack Johnson called a County official and asked about the status of Baig's other project on Addison Road, asking, "Dr. Baig, um, told me that he (Baig) had applied for grading permits for Addison Road project. He doesn't have financing for the project nor does he have, um, nor has the property been gone through the final stages of the District Council. Why would we give them, um, permit if those things are not done?" The County official explained that he had to speak with someone in the County's Public Works department. See CD 1.

Approximately five minutes later, Jack Johnson called a County official and after discussing the fact that Baig did not have a grading permit for the Addison Road project told the official, "I would, if I were you, just. . . just quietly make certain that we don't move on that (grading permit)

okay.” The official replied, “No problem, I will take care of that.” See CD 1.

On April 25, 2010, at approximately 5:59 p.m., Jack Johnson met with Baig in Burtonsville, Maryland. During the recorded meeting, they discussed the fact that Baig was not following through on their agreement to buy Investment Property One and that Jack Johnson was assisting Baig with multiple projects in the County. Jack Johnson explained, “Well let me tell you what I decided we would do. Um, we’re looking at Allentown, Pumpkin Hill, and the um, the other guy that, with the hospital, that I can’t speak to. If I get a total of 150 (\$150,000) I am fine.” Baig replied, “Are you sure?” The Defendant replied, “I am, I am.” Pumpkin Hill is an area located in Laurel, Maryland. Baig’s company, Baig Ventures, owns a 6 acre development site on Allentown Road, which was to be developed by Baig into detached single family homes for senior citizens. See CD 1. In this single conversation, Jack Johnson and Baig discuss Baig’s various real estate deals and re-negotiate the bribe payment for the Romwood Square project and other development interests in the County. Instead of purchasing Investment Property One for \$450,000 from Jack Johnson, Johnson agreed to accept \$150,000 from Baig.

With the newly agreed upon bribe payment, Jack Johnson began again assisting Baig with his development projects in the County. On May 17, 2010, at approximately 1:15 p.m., during an intercepted call, Jack Johnson placed an outgoing call to Baig, who informed Jack Johnson that Romwood Square had not yet received the expected \$1.7 million in HOME funds and that he wanted Jack Johnson to ensure the funds were paid. During the call, Baig also identified which County employee he thought was holding up the HOME funds disbursement. Jack Johnson replied, “I’ll give a call. Not her, but I’ll call, um, the bosses.” Baig then instructed Jack Johnson that he wanted to settle the HOME funds that week. Jack Johnson responded, “I will jump on it immediately for

you.” See Baig Plea Agreement at 15; and see CD 1.

On May 29, 2010, the Defendant spoke to Baig by telephone. During the recorded call, Baig asked the Defendant if everything was proceeding on the HOME funds for Baig’s project. The Defendant replied, “Everything seems to be good. I talked to . . . the folks and . . . they, they tell me that everything is moving on. . . . I talked to [a County official] and everybody else too.” The Defendant advised that he did not expect any problems with Baig obtaining the \$1.7 million in HOME funds. Baig explained that the sooner they settled the better. The Defendant then stated, “I’ll try to get it done this week coming up.” See PSR at 9, ¶ 49; and see CD 1.

On June 15, 2010, the Defendant called James Johnson. After discussing a meeting that occurred the day before, the Defendant stated, “The reason I called though, is, um, [Baig] is just bugging the fuck out of me, man.” James Johnson advised that they were close to settling Baig’s project at Romwood Square, and advised the matter would be resolved within the next week. Jack Johnson then directed James Johnson to call Baig and give Baig an update on the status of the settlement. See CD 1.

Approximately 20 minutes later, Jack Johnson called Baig to let him know that he was working with James Johnson and other County officials to push through the settlement for Romwood Square, explaining, “I’m, I’m working on it Baig, and I’ll see what we can get done.” Id.

On June 16, 2010, Jack Johnson called Baig to discuss the Romwood Square settlement, and assured him that he was trying to force County officials to provide Baig with a specific settlement date, explaining, “I’ll make certain that they have a specific date on Friday, okay. Because I’m gonna, I’m gonna attend the meeting.” Id.

On June 18, 2010, Baig telephoned the Defendant and left a voicemail advising the



Defendant that he had a campaign check for Leslie Johnson. See PSR at 50; and see CD 1.

On June 21, 2010, following a conversation with a DHCD official regarding Romwood Square, Jack Johnson called Baig and told him that the settlement on the Romwood Square project was imminent, stating, “It’ll happen real soon, cause I’m on top of it now.” Baig then asked that Jack Johnson assist him in ensuring that one of his associates obtain positions with the County, stating “[an individual] applied for two positions at Prince George’s County government. It’s just start-up positions. I’d like you take a look at that when you get back.” Johnson agreed to do so. See CD 1.

On June 25, 2010, during a discussion of the pending settlement of the Romwood Square Project, Baig told Jack Johnson, “So tomorrow I can see, if possible we’ll catch up on a few things and we have something for Leslie, too, to help her in her campaign.” Johnson replied that the campaign contributions to Leslie Johnson were appreciated and would be helpful. They then discussed the settlement of Romwood Square further. Jack Johnson stated, “I talked to [a DHCD official] and so [he/she] set the date for the outside limit, okay. But, but [he/she] is working very hard and [he/she] knows that, um, I want it to happen before, so [they’ll] work and, and I think they’ll get it done before.” Id.

On June 30, 2010, at approximately 7:49 p.m., Jack Johnson called Baig, who advised the Romwood Square settlement would occur the following week and that the DHCD received notification from certain Maryland state officials that the project could move forward. Baig also advised that he already spoke with James Johnson regarding the project. Baig stated he put in a “really decent package, so everything would be completely covered.” Baig then asked Jack Johnson for his assistance in obtaining employment with the County, possibly in the Budget or Personnel

departments, for someone who recently obtained an MBA degree. Baig stated the person sent in applications for a position with the County. Jack Johnson advised he would look into it and stated he needed to know specific information regarding the position. Jack Johnson then stated:

Hey, you know, um, we never, um, me and you never quite finished, worked out those, that project with the, ah, with the hospital. Remember the one with the, ah, the lady that, um, got the job.

Baig advised he remembered and stated he believed she got the job. Jack Johnson then reminded Baig that they had not settled that issue and that he expected to be paid for his official assistance on another matter. Baig replied, "It will be settled sometime next week, ah, as soon as we get some, something going." Baig then stated he had more campaign donations for Leslie Johnson, and said, "Then, as soon as I come back, hopefully we'll go for settlement and we'll get together and, and catch up on things and, ah, get you advice." Baig was in fact advising Jack Johnson that he would pay him additional bribes once he returned from a trip. See Baig Plea Agreement at 15-16; and see CD 1.

On July 7, 2010, Jack Johnson and Baig had a series of conversations in which they discussed the pending settlement of the Romwood Square project. Among other things, Baig advised that he had checked with James Johnson and everything was under control. Baig then asked if the Defendant had been able to obtain County employment for Baig's associate. The Defendant explained that he had received the individual's resume, and "I want to talk to you about that when I see you." See CD 1.

On July 29, 2010, the Defendant called James Johnson, and after discussing the funding of Baig's project, told James Johnson:

We need to, you know, keep talking and things like that, but you're right I think, um, you know, um, you, you, you don't need to go, um, um, back to, um, you know, um, South Carolina ri--, right now. You know, you can, um, make yourself, um, a,

a couple hundred dollars minimum every year, you know, where you can put, um, um, fifty to seventy-five in the bank, you know what I mean.

James Johnson agreed. The Defendant continued:

And, two years, two years, and two years, ah, I mean, about eighty in the bank. Two years you got a couple hundred thousand dollars, you know, cash, then you can go and ah, and you, you get your little retirement, you know, you buy yourself a nice, you get a, you, you just want something nice in South Carolina, you know what I mean.

CD 1. The Defendant then complained about Baig, “Your ah, your boy keeps calling, calling, calling. I haven't called him back yet. I said you know what I just wait for a while. Yeah, sometimes you gotta let people, um. . . .” James Johnson replied, “But, I, I, I did, I did inform him what you told me, and I, I did talk to him.” See CD 1.

In August 2010, Baig paid \$16,000 to James Johnson, and \$20,000 to the Defendant. Specifically, on August 8, 2010, and again on August 15, 2010, Baig provided \$8,000 in currency to James Johnson. On August 15, 2010, Baig provided the Defendant with \$12,000 in cash, and a \$3,000 check for Candidate A. Baig asked the Defendant to assist Baig with several County matters, including obtaining employment with the County for one of Baig’s associates. That same day, after receiving the \$3,000 check, Jack Johnson called Candidate A and said, “I just came back from, ah, you know, [Baig], right.” Candidate A responded that he knew of Baig. The Defendant then continued, “I just came from him and he’s . . . just gave me something, and . . . told me to come back on Wednesday and get some more.” Baig provided an additional \$8,000 in currency to the Defendant on August 27, 2010. See PSR at 9-10, ¶ 51; and see CD1.

On September 1, 2010, the Defendant received a call from James Johnson. During the recorded call the Defendant stated, “You heard that they indicted Uly Currie tonight right?” James

Johnson replied, “Yeah, sixteen (16) counts.” The Defendant stated, “Yup, damn, they really, that’s why I was saying man, you know, we, we in these jobs, we gotta take, be careful man. You know what I’m saying. Be careful boy, be careful.” See PSR at 10, ¶ 52; and see CD 1. James Johnson had recently accepted \$25,000 from a FBI cooperator in return for awarding \$2.3 million in HOME funds to their development project. See James Johnson Plea Agreement at 11-12.

On September 7, 2010, the Defendant received a call from Baig and they discussed Candidate A’s campaign. During the recorded call, the Defendant then stated, “So I was thinking that, um, um, maybe you can help and then I can, um, um, um, you know, if you could, um, you know what I mean and then the, the thing that we’ve, um, been discussing.” Two days later, on September 9, 2010, Baig provided a \$100,000 bribe check to the Defendant, which was post-dated so that it would not be cashed until after the expiration of the Defendant’s term as County Executive. Baig provided the check because ultimately he did not purchase Investment Property One, as planned. See PSR at 10, ¶ 53; and see CD 1.

***The Commons at Addison Road – HOME Funds and County Leases***

During the conspiracy, Jack Johnson also agreed, in exchange for money and campaign donations, to assist Baig with the development of another project in the County, The Commons at Addison Road (“The Commons”), which is located in Capitol Heights, Maryland, and consists of apartments, condominiums, office space, retail space, a public library, an indoor pool and an outdoor parking garage. See PSR at 10-11; and see Baig Plea Agreement at 16. A copy of Baig’s application for \$4 million in County HOME funds for the development of The Commons is attached as Exhibit E. In the application Baig notes that project’s total projected cost is \$72,480,835. See Exhibit E.

On June 3, 2010, Baig called Jack Johnson to discuss The Commons. During the recorded

call, the Defendant asked, “Did they settle this thing for you yet?” Baig advised that the County was supposed to settle and approve the project the following day. Johnson replied, “Okay, well, I, they promised me they gonna make, they gonna get it done.” CD 1. Baig advised that he had applied for grading and the foundation permits, and everything was proceeding right along. Jack Johnson then asked if Baig had received a stack of fund-raiser tickets for Leslie Johnson that Jack Johnson had had delivered to Baig. Baig stated that he had received the tickets and would take care of them. Johnson then asked if there was anything else for which he need Johnson’s official assistance. See CD 1.

On September 17, 2010, Jack Johnson called Baig to let him know that he had spoken to a County official and told them to approve the County’s lease of property from Baig at The Commons for a County public library, stating, “I told um, ah, [a County official] today to send it down, so he’s gonna get it down there. Okay, so we’ve authorized him to do that.” Baig stated that was excellent. They then made plans to have breakfast at the Greenbelt Marriott the following morning. See CD 1.

On September 18, 2010, Jack Johnson called an individual, stating, “I went to talk to a friend, um, um, at the Marriott, had, had breakfast. So, I’m leaving there now and then I’m gonna, ah, go to Lanham, drop by the bank, and that is it.” Id.

On September 23, 2010, the Defendant received a call from Baig, who stated, “Jack, I called [a County official], ah, I have been calling every day. I called him today and, ah, you know he’s, he still, he still has not, ah, start working on it. On the lease.” The Defendant responded, “He’s probably lying. Okay. He got, he got, he got a raise.” See PSR at 10, ¶ 54; and see CD 1. Two days later, on September 25, 2010, the Defendant received a call from James Johnson, who stated, “I gotta go meet with [Baig], but I’ll tell you about it later on.” Id. James Johnson advised that he was

going to meet with Baig because Baig “has something he wanted to discuss with me.” See CD 1.

On October 1, 2010, Jack Johnson sent a letter to the DHCD supporting The Commons development project with a total cost of \$72,480,835, explaining that “[t]he citizens of Prince George’s County will have easy access to public transportation, retail and dining in the immediate vicinity of their homes.” See Attachment F (Jack Johnson’s Letter of Support for the Commons at Addison Road). Further, Johnson stated that “[b]ecause of housing and economic benefits afforded by the [project], I support [the project’s] application for project development funds [HOME funds] with the Maryland department of Housing & Community Development.” James Johnson and Baig are carbon copied on the letter, and Jack Johnson directs all inquiries on the matter to be addressed to James Johnson. See Exhibit F.

On October 5, 2010, Baig called the Defendant, and left a voice-mail about the lease from the County. In the call, Baig stated:

But you know, if you be kind enough to call and she just pushing the things to [a County official] for the, for the library lease, and the two other leases, seeing how we can accommodate and then both of them are going to be under five hundred thousand limit.

CD 1. Later that day, Jack Johnson returned Baig’s call, and Baig advised that he had provided the paperwork for the library to the County and stated that he had spoken with “him” and that he has a long list of people for leases. Jack Johnson replied, “I’ll let him know you’re number one, okay.” See CD 1.

On October 22, 2010, James Johnson called Baig and confirmed the DHCD had approved the award of HOME funds for The Commons, stating, “Hi, Dr. Baig, I got the letter together that you need, I got it last night, I would like to get it to you this afternoon sometime.” Then, James Johnson

reminded Baig that he wanted a portion of his bribe payment paid that day, explaining, "I would like to have a little something this afternoon if possible." See CD 1. James Johnson then sent a letter on DHCD letterhead to Baig informing him that James Johnson had set aside \$1.5 million in County HOME funds for the development of The Commons. See Exhibit G (James Johnson's Letter Awarding \$1.5 million in County HOME funds to Baig).

On October 23, 2010, James Johnson met Baig at a restaurant in the County, where Baig provided \$2,000 in United States currency to James Johnson. This payment was video-taped by the FBI. See Baig Plea Agreement at 18.

On October 24, 2010, the Defendant and James Johnson met at the Defendant's residence and discussed the HOME funds available for various projects in the County, including Baig's projects at Romwood Square and the Commons at Addison Road. James Johnson explained that the DHCD had obtained additional HOME funds. The Defendant asked how much money was left in HOME funds to be disbursed. James Johnson responded, "1.5 [million]. . . . I called [Baig] and talked with him." The Defendant replied that they should obtain \$500,000 from Baig for their assistance, explaining, "Don't do that. Why don't me and you go to his house together. . . so he [Baig] can't wiggle out of shit. . . . We'll go ah. . . one night next week. Then we'll do ah, 1.5[million], and ah, you and I should get five hundred [thousand] together." Later during this meeting, the Defendant told James Johnson that he would keep \$300,000 and that James Johnson could have the remaining \$200,000 they would obtain from Baig. The Defendant then stated, "No, that'll be good man. If I can get myself about three hundred, um, I'll be in good shape." See PSR at 10-11, ¶ 56; and see DVD 2 (Scaled - audio recording of meeting between Jack Johnson and James Johnson at Jack Johnson's residence); and Attachment H (Scaled - Redacted Transcript of

Recorded Meeting between Jack Johnson and James Johnson).

Shortly after agreeing with James Johnson to extort \$500,000 bribe from Baig in exchange for approving \$1.5 million in County HOME funds, the same day, the Defendant called Baig and stated:

Look, um, I'm gonna be on top of um, [a County official] all week. Um, I'm gonna, I'm gonna entitle this, um, week, um our [Baig's project] week okay? Because we gotta really, um, get these leases done.

The Defendant and Baig discussed the funding of Baig's project and how it would cost nearly \$72 million to fully develop. Baig reiterated that he needed the Defendant to facilitate the County entering into a 24,000 square foot lease with Baig for the project to move forward. See PSR at 11, ¶ 57; and see DVD 1; and Attachment H. The lease agreement obligated the County for ten years and to pay Baig and his development company a total of \$7,906,136 over the course of the ten year term. See Attachment I (Lease Agreement Between the County at 2 and 16). In his Legacy Booklet, the Defendant noted the "new and improved libraries" in the County during his tenure as County Executive. See Attachment A at 13.

On October 27, 2010, Baig met with James Johnson and provided him with an additional \$2,000 in cash. This payment was video-taped by the FBI. See Baig Plea Agreement at 18.

On November 4, 2010, Baig attempted to provide James Johnson with an additional \$1,000 in cash.

During an intercepted call on November 5, 2010, the Defendant informed Baig that he was getting Baig's HOME funds and the \$7.9 million lease approved for The Commons. Baig, in turn, related to the Defendant that he had money to provide him. Specifically, the Defendant informed Baig, "I am working on your um. . . stuff as we speak." Baig responded, "Ok, I appreciate that and



do you want to stop by the office this afternoon? I have some medical reports for you.” See PSR at 11, ¶ 58; and see CD 1.

Thereafter, the Defendant went to Baig’s office. During their audio and video recorded meeting, the Defendant and Baig discussed the candidates likely to win seats on the County Council.

The Defendant then explained:

So we get [a candidate for County Council] and we have that five. And, and then what I’m tryin’ to do is get Leslie [Johnson] over zoning, cause, cause zoning is huge in the County. And so she runs the zoning. Um, so we, we pretty much . . . and then we’re gonna work together so you shouldn’t have any problems.

CD1; and see Attachment C at 13-15 (Sealed - November 12, 2010 video/sound recording of meeting between Baig and Jack Johnson). The Defendant was in fact explaining that he expected that five particular candidates would be elected to the County Council who would be favorable to Baig in his development efforts in the County. Then, Baig provided the Defendant with \$5,000 in United States currency in exchange for the Defendant’s official assistance in obtaining \$1.5 million in HOME funds and the \$7.9 million County lease at The Commons. See PSR at 11, ¶ 59; and see DVD 1; and Attachment C at 15-16. In addition to the lease from the County, they also discussed various additional leases that Jack Johnson could facilitate for Baig at The Commons, including certain government agencies. See Attachment C at 23-25.

During this meeting, Baig reminded the Defendant about the \$100,000 check that Baig had provided to the Defendant on September 9, 2010. See DVD1; and Attachment C at 26. Baig referred to the check as the “charity check,” and they discussed when Jack Johnson should cash it. See Id. Following the meeting, during an intercepted call, Baig told the Defendant, “Hello Jack, I was looking at your medical records, and you can go ahead and fill the prescription whenever you

want.” During this call, Baig was again using their coded language “medical reports” in place of “bribes” to inform the Defendant that he could cash the \$100,000 bribe check that Baig had paid him. See PSR at 11, ¶ 60; and see CD 1.

On November 12, 2010, the Defendant and Baig met in person. While FBI agents recorded the meeting, the Defendant and Baig discussed the composition of the County Council and which members were likely to win election. The Defendant stated, “Leslie is going to take, ah, Chair of the zoning, ah panel. So I told her to, ah, stay there about three years because, because everybody needs zoning.” Baig replied that it would be good if they could streamline the zoning process. The Defendant continued, “You know, you got all these folks that need zoning changes and that is going to put her in a real powerful. . .” Baig interrupted and asked how long it took to push through the approval of the County’s lease of property from Baig. The Defendant then stated:

With the lease, um, that panel, that group, can get that thing passed quickly and so you wouldn’t have any problems there. . . . In fact, what we’re gonna do, we have a water/sewer amendment, I think I told you, and they’re gonna attach it to the water/sewer amendment. . . . What we’re doing is that we’re attaching it to one of the, um, water/sewer bills. So it comes, it comes before the full Council immediately and I’ll get um . . . And with the group that Leslie has, you get, it will slide right on through.

DVD1; and see Attachment D at 17-18. Jack Johnson continued the conversation by discussing various additional projects he had awarded to other developers in the County. See Id. Later in the conversation, the Defendant and Baig discussed how much in HOME funds Baig would receive, and Jack Johnson told Baig that he was only going to give him \$900,000 in HOME funds, instead of the expected \$1.5 million. See Attachment D at 32-33. The Defendant explained, “You’ve got a good County Council. And they’ll look out for you. *I’ll have Leslie to, ah, take care of things for you.*” See PSR at 12, ¶ 64 (emphasis added); and see DVD 1; Attachment D at 32.

Shortly thereafter, during the same recorded meeting, Baig provided the Defendant with \$15,000 in United States currency in exchange for the Defendant's official assistance. See DVD1. Following the Defendant's acceptance of the bribe money, two FBI agents entered the room where the payment took place, identified themselves as FBI agents, and asked the Defendant about the payments he accepted from Baig. During this recorded interview, the Defendant falsely told FBI agents that the cash was for a party marking the end of his tenure as County Executive and that he had had no business dealings with Baig. See PSR at 12, ¶ 65; and see DVD 1.

Following the discussion concerning Baig between the Defendant, FBI agents conducted a search of the Defendant, and recovered \$15,000 from his person, pursuant to a federal search warrant. See PSR at 13, ¶ 66; and see DVD1.

2. ***Intended Payments to the Defendant from A. Melhi;  
Value of Benefits Received by A. Melhi***

During the course of the FBI's related investigation of corruption involving Prince George's County Police Officers and contraband alcohol and cigarettes, the FBI learned of the connection between the Defendant and one of the targets of the contraband scheme, A. Melhi, who, in addition to purchasing contraband alcohol, was providing bribe payments to Jack Johnson in exchange for a variety of official assistance in the County, including, but not limited to, amending County regulations for the hours for A. Melhi's liquor store, removing snow from those stores with County vehicles, hiring County Police officers, permits for signs at A. Melhi's stores, and obtaining certificates of occupancy for buildings in the County. See PSR at 6-9; and see A. Melhi Plea Agreement at 11. For example, in the winter of 2007, Jack Johnson and Leslie Johnson attended a dinner at A. Melhi's home. During the dinner, A. Melhi provided Jack Johnson with \$5,000 in cash.

As detailed below, over the course of the conspiracy, Jack Johnson provided a stream of official acts to A. Melhi in return for a stream of bribes. See United States v. Jennings, 160 F.3d 1006, 1014 (4<sup>th</sup> Cir. 1998) (“The quid pro quo requirement is satisfied so long as the evidence shows a course of conduct of favors and gifts flowing to a public official in exchange for a pattern of official actions favorable to the donor.”)(internal quotation and citation omitted); and see Ryan v. United States, 795 F.Supp.2d 975, 984 (N.D.Ill. 2010) (“The ‘stream of benefits’ theory has been a viable basis for convictions on bribery and extortion charges for some time, and has sometimes been referred to as supporting such charges under a ‘course of conduct’ or ‘retainer’ theory.”)

On September 4, 2009, during a recorded conversation between a UCE and Richard Delabrer (“Delabrer”), a County Police Officer, regarding A. Melhi, Delabrer stated that he did not want to purchase contraband alcohol anymore but he wanted to keep A. Melhi happy, because A. Melhi had Jack Johnson on his payroll. See generally United States v. Delabrer, PJM-10-0637, Plea Agreement at 10. Specifically, Delabrer told the UCE, “I need this guy . . .” The UCE, in reference to A. Melhi, asked, “What can he do for us? Is this somebody that we need to friggin’ take care of?” Delabrer replied, “To a degree, but, I mean, his connections are bi-weekly. He’s connected to the County Exec. Which is everybody’s boss in my county. . . . When I pissed off my captain, he (the captain) tried to send me to fuckin’ Oxon Hill. You know, I had sing (A. Melhi) just squash that shit.” See DVD3 (Sealed - audio recording of meeting between Delabrer and UCE). Delabrer was in fact describing how A. Melhi had contacted Jack Johnson and asked that Jack Johnson ensure that Delabrer was not transferred, which he did.

On September 10, 2009, at a meeting in Fairfax, Virginia, Delabrer provided the UCE with a bag containing \$81,900 in United States currency in return for 65 cases of contraband/untaxed

cigarettes. While the UCE was counting the cash, a lengthy conversation was recorded between the UCE and Officer Delabrer, who stated:

*Jack Johnson, Jack is all about money. He [A. Melhi], he donated to his campaign. They got close and Jack, every time Jack has a party he has to give him cases of wine, so Jack comes through. Like he needs something done, and Jack hooked him up with the fuckin' liquor inspector too, to make sure, you know, he's tipped off when the fucker's coming and they send the right guy.* So, but, he fought Jack, they had a falling out when they closed liquor stores down at two. They used to be open till two in the morning and they used to do big business from twelve to two. Then, ah, they closed him down at twelve. So he got pissed off and he had words with Jack and the next thing you know Jack flexed his muscle and shut his fuckin' liquor store down. He padlocked like six places and said, you know, crime in the area is bad because of the liquor store. We're gonna shut (unintelligible). Then it got opened up the next day and Singh had to go kiss his balls for a while, but now they're back on good terms. But he saved me. He had to call Jack to keep me from going to be a fuckin' road Sergeant in Oxon Hill.

Delabrer was in fact describing the corrupt deal struck by Jack Johnson and A. Melhi regarding A. Melhi's liquor stores in the County. See DVD 4 (Sealed - audio recording of meeting between Delabrer and UCE).

Maryland House Bill ("HB") 1125, The Liquor Store Closing Time Act, was passed by the Maryland General Assembly during the 2005 legislative session. HB 1125 was signed into law by the Governor of Maryland on May 26, 2005. The bill altered the closing time for certain Prince George's County liquor stores from 2:00 a.m. to midnight. See PSR at 7, ¶ 36. An article entitled "Liquor Store Owner Undeterred by Push for Midnight Closings," published by the Washington Post on April 24, 2005, stated that Jack Johnson appeared before the Maryland state legislature and argued in favor of the bill. A. Melhi was interviewed and quoted in the article. The article stated much of Tick Tock's financial success can be attributed to its proximity to the Maryland/District of Columbia border and ability to stay open two hours later than liquor stores located in the District of

Columbia.

On November 17, 2009, the UCE met with A. Melhi, who paid the UCE \$21,700 in United States currency for a shipment of contraband alcohol for A. Melhi's use at his liquor store, Tick Tock. During the meeting, which was recorded by the FBI, A. Melhi told the UCE:

You know, I have a County connection. One time they gonna fire him (Delabrer). I went to the County Executive.

The UCE stated that Delabrer had told them, "You (A. Melhi) called up Jack." A. Melhi replied:

I said what's up Jack. I said what the fuck are you doing? He said that's your buddy there? I said send him back to work. . . . Tomorrow, I'm gonna see Jack tomorrow night. We have dinner together. *He is the biggest crook in fuckin' whole county.* He's the low you can get with two grand.

DVD 5 (Sealed - audio recording of meeting between A. Melhi and UCE) (emphasis added). A. Melhi was explaining that Jack Johnson could be bribed for as little as \$2,000. The UCE then asked what Jack Johnson could do for A. Melhi, who advised that Tick Tock used to be open until 3 a.m., however the law had changed, and he was now closed. A. Melhi explained that he was going to pay Jack Johnson \$100,000 in return for amending the law to allow A. Melhi to keep his store open until 3 a.m., explaining, "He (Jack Johnson) amending that, you know, holiday or December, he amending the laws cause nobody pay attention holiday time and you know, nobody read." See DVD 5.

On January 12, 2010, A. Melhi called the Defendant and left a voice-mail asking him to assist A. Melhi with state legislation that favored A. Melhi's liquor store business. Maryland HB 558 was legislation proposed by the County delegation to extend the operating hours for county liquor stores. If passed, the legislation would have allowed A. Melhi's liquor stores to stay open until 3 a.m. During an intercepted call, A. Melhi told the Defendant, "Make sure you make attach to some kind of bill, some of your other senator or some of your delegate need some bill. Tell them the only way

you help them is they support this amendment and that way you can get that through.” See PSR at 7, ¶ 36; and see CD 1.

During an intercepted phone call on January 15, 2010, the Defendant explained that he would use his influence as County Executive to ensure that A. Melhi’s restaurant would pass a County health inspection. During the call, A. Melhi informed the Defendant that A. Melhi was having problems with a County health inspector, who was inspecting A. Melhi’s restaurant, and asked, “Can you talk to them, or you cannot?” The Defendant replied, “No, but, ah, just tell me the issue and I’ll, um, I’ll, I’ll, get it done. I’ll call the health office and we’ll get it done. . . . Look, have them put what they, um, what the, what the situation is in writing and I’ll, I’ll um, and then give me a copy of it and I’ll, I’ll take care of it.” CD1. A. Melhi explained that the inspectors wanted A. Melhi to increase the refrigeration and would not approve his opening the restaurant until he did, and stated, “The liquor board getting on my ass, not open this place.” Jack Johnson replied, “Look, have them put what they, um, what the, what the situation is in writing and I’ll, I’ll um, and then you give me a copy of it and I’ll I’ll take care of it.” See PSR at 7, ¶ 37; and see CD 1.

On January 16, 2010, A. Melhi called Jack Johnson to complain that several of his vehicles had been towed by County police from the Tick Tock parking lot. Jack Johnson replied, “Let me call the Chief and find out who it is okay. Yeah and I’ll call and I’ll, I’ll make sure that doesn’t happen again.” CD 1. Further, Jack Johnson explained that he was going to have a certain County official work on having the zoning for A. Melhi’s stores amended so that A. Melhi could keep his liquor stores open until 3 a.m. See CD 1.

On January 28, 2010, during a recorded conversation, A. Melhi explained to the UCE that he was paying the Defendant \$100,000 in return for the Defendant facilitating the passage of the

Maryland HB 1125, the Liquor Store Closing Time Act. During the conversation, the UCE asked, “When you’re dealing with like certain people. . . and stuff like that, like, like this thing you got coming up here for the hundred grand for Jack. . . like what’s the best, like if I got something like that, how, how would I pay him?” DVD6 (Sealed - audio recording of meeting between A. Melhi and UCE). A. Melhi responded, “How I’m gonna pay him?” The UCE replied, “Yeah, how are you gonna pay him?” A. Melhi replied, “I’m, I’m gonna, I’m gonna pay him the. . . the. . . then check. . . I’m gonna pay LLC check. But I keep copy of that. . . . Doesn’t matter how crooked guy you deal with, make sure you keep records of it. . .that. . . . One hundred grand. Write him three check. Write him three check . . . in different amounts.” See DVD6. Contrary to his statements to the UCE, during the conspiracy, A. Melhi provided Jack Johnson with \$40,000 in cash bribes, and did not provide him with \$100,000. During these calls, A. Melhi explained that he expected to earn at least an additional \$300,000 in the first year that his liquor stores were permitted to operate until 3 a.m.

On February 3, 2010, Jack Johnson called A. Melhi and told him, “I’m going to get somebody to file the bill for you, okay.” See CD 1.

On February 5, 2010, A. Melhi called Jack Johnson and complained about County snow removal trucks not salting the parking lot for A. Melhi’s liquor store. Jack Johnson replied, “I’ll call my guy and make him help you out, okay?” Then, while discussing the bill to amend the store’s hours, Jack Johnson explained, “I got somebody working on that stuff for you too. We get it done in the next two weeks.” See CD 1.

On February 17, 2010, A. Melhi called the Defendant to discuss the hiring of a County Police officer that A. Melhi wanted hired and obtaining a certificate of occupancy for a residence in the County, explaining in his voice-mail, “You know that guy, the police department we apply, all



interviews are on March 2<sup>nd</sup> and uh, I need to ask you some questions about that, and the guy remember I meet you with that school? He bought that house and he need okay there from you so he can, he can pursue forward so he can get temporary occupancy for that house.” See CD 1.

On February 19, 2010, A. Melhi called Jack Johnson and left a voice-mail, explaining that he was calling about HB 558, a County Alcoholic Beverages Entertainment permit, and that, while reading the text of the bill to Johnson, A. Melhi stated that he believed that the bill would be a good conduit bill for Jack Johnson to amend the regulations to allow A. Melhi to operate his liquor store until 3 a.m.. A. Melhi explained, “This bill is very good this whole class B license and you have to, all you have to add there Friday, Saturday, they can stay open until three, the rest is okay.” See CD 1.

Later that day, A. Melhi called Jack Johnson and they discussed HB 558. During the call, Jack Johnson asked, “Let me ask you this, that’s the one you want?” A. Melhi responded, “Yeah, that’s the bill you can add on to be opened, people with bar and restaurant liquor store can be open until 2 a.m., you know.” CD1. Further, A. Melhi asked about obtaining a temporary occupancy certificate in the County for an associate. Jack Johnson responded, “You need that by September right, by August, the first of August. Okay, yeah. We got a little time. I’ll get that done for you.” A. Melhi then stated that still needed the Defendant to help him get an associate hired as a County Police Officer. Jack Johnson laughed and said, “You must need to hire me man.” A. Melhi replied, “After you get out here, that’s what we gonna do.” Jack Johnson then confirmed that he would work on getting the individual hired by the County Police Department. See CD 1. This call reiterates how Jack Johnson viewed himself and his office as being bought and on retainer by A. Melhi.

Later that day, A. Melhi called Jack Johnson again. During the call, A. Melhi confirmed that

the bill he wanted amended was a Maryland House bill, which was known as local Prince George's County Bill 315-10. Jack Johnson replied, "Okay, I'll jump on that right away man. . . . I'll call now and find out what's going on." A. Melhi responded, "Make sure you add that opening. First line say all Class B license, on sale license, put them open until 2 a.m." See CD 1.

On February 23, 2010, A. Melhi called Jack Johnson and told him, "I have problem with, ah, sign permit. It's [a County official] in charge of permit on the sign, new shopping center. Can you give, somebody give him a call please?" Jack Johnson replied, "Okay, I'll give him a call today." Then, turning to the liquor store bill, Jack Johnson explained, "I just have to talk to some people to get them to amend the bill." See CD 1.

While the Defendant told A. Melhi that he would assist him with the liquor legislation, the Defendant simultaneously solicited payments to his wife's campaign for a seat on the County Council. On March 12, 2010, the Defendant called A. Melhi and, during the intercepted call, told him, "I need your help on, um, uh, my, my wife's campaign," referring to L. Johnson's campaign for a seat on the Prince George's County Council. A. Melhi responded, "We need to do some fund-raising then." See PSR at 8, ¶ 44; and see CD 1.

On March 20, 2010, the Defendant called A. Melhi. During the intercepted call, the Defendant told A. Melhi, "Hey look, also, I'm gonna come by, but I need you now, I, I need you to, ah, raise, ah, six thousand dollars for my wife. But I don't want to have a fund--, I don't want to have a fund-raiser. I just want you to go out and just pick up a few checks and um...and then, ah, you know, she, you gonna need some help on the council, alright?" A. Melhi then agreed to raise the money for Leslie Johnson. See PSR at 8, ¶ 45; and see CD 1.

On April 12, 2010, A. Melhi called the Defendant and invited him to attend a fund-raiser for

Candidate A, a candidate for elected office in the County. During the conversation, the Defendant reminded A. Melhi that he was supposed to provide \$8,000 in campaign donations for Leslie Johnson's campaign for County Council. A. Melhi replied that he also needed the Defendant's help with Maryland HB 558. See PSR at 9, ¶ 47; and see CD 1.

On June 10, 2010, as directed by the Defendant, A. Melhi provided \$1,500 to Leslie Johnson's campaign committee.

3. **Additional Business Owners Extorted by Defendant**

During the course of its investigation, the FBI learned that over the course of his scheme, the Defendant demanded additional things of value in return for official action from numerous other developers.

For example, from 2008 through 2009, a developer in the County ("Developer B") provided Johnson with \$20,000 in currency, and then in September 2010, provided him with an additional \$40,000 in cash, which Johnson explained would be used for Leslie Johnson's and Candidate A's election campaigns. During this time, Jack Johnson provided numerous official acts in return for these monies that benefitted Developer B's development projects in the County, including County development grants and zoning permits. Johnson also provided Developer B with several contracts with the County in 2003, 2004, 2005, and 2007.

Similarly, on September 8, 2010, during a recorded call, Individual A, who had previously paid the Defendant \$10,000 in July 2010 in return for Johnson's official assistance, told the Defendant that he wanted to come see Johnson and had something for him. Jack Johnson told Individual A to come over to Johnson's house that evening. During another call, approximately 25 minutes later with another individual, Jack Johnson's front doorbell rang, Jack Johnson stated, "This

is somebody here who's supposed to bring me some money." Thereafter, Individual A provided Jack Johnson with a check for \$5,000. Later in September 2010, Individual A promised to pay Johnson \$40,000 if Johnson assisted his company with winning a bid in the County. See CD 1.

4. *Campaign Donations Extorted by Defendant*

Over the course of his corruption scheme, in addition to his demands for campaign donations from Baig and A. Melhi discussed above, Jack Johnson also regularly extorted tens of thousands of dollars in campaign donations from numerous others for his campaign and other candidates for elected office that were favorable to Jack Johnson's interests. See PSR at 6; and see generally Leslie Johnson Sentencing Memo at 11-21. Illustrating how Jack Johnson raised money for candidates, on February 3, 2010, Jack Johnson called a County official and discussed conducting a fundraiser for a certain candidate for a County office and stated, "I think there are a lot of people I can get to slide into that fundraiser, you know, quietly, and they will do, uhm, X, Y, Z for me." See CD 1.

Similarly, on March 5, 2010, during a recorded call between the Defendant and Candidate A, Jack Johnson stated, "This [A. Melhi] guy tonight, you gotta make him and, and the liquor dealers, they gonna give you a huge amount of money. I got Dr. Baig, I got a lot of Indian guys. All that stuff, we gonna, we gonna tap into the money. And we gonna tap into he money in a way that they gonna have big events for you, so even though raising money there's a lot of people." See PSR at 8, ¶ 43; and see CD 1.

On April 29, 2010, Leslie Johnson called Jack Johnson and discussed a building that they could use to operate the Leslie Johnson's campaign for County Council. Jack Johnson informed her that a County Official who worked for Jack Johnson was "picking up some more [campaign] checks tomorrow. . . . And then we got some checks to be picked up on Monday." Jack Johnson then stated

that he had told a prominent developer in the County (“Developer A”) to give money to the Leslie Johnson’s campaign. See CD 1.

During the conspiracy, in addition to prospective employment, Jack Johnson regularly accepted campaign donations for him, his wife, and others, dinner, drinks, trip expenses, rounds of golf and other things of value from Developer A. See PSR at 6, ¶ 32; and see Leslie Johnson Sentencing Memo at 13.

Discussing his extortion scheme, on May 1, 2010, the Defendant told a County official in a recorded call that he considered pushing Leslie Johnson for County Executive, but determined the race would be “too dirty,” and that he would have sufficient influence with Candidate A as the County Executive, explaining, “*If we get her [Leslie Johnson], and [another County Councilperson], and [Candidate A]. . .we’ll have really good access without the burden.*” See CD 1 (emphasis added). Then, the Defendant turned to the topic of campaign donations and discussed his various requests for official assistance with a County public official. During the recorded call, the Defendant said, “I’m, I’m trying to line up some stuff for myself man, that’s what I need. . . . And you know what, you can’t, you can’t try to line up yourself in a, in a foreign country cause there’s just, there’s just too many other issues, you know.” Further, the Defendant discussed Leslie Johnson’s campaign and how much money various individuals had contributed to the campaign. Id. The Defendant, in discussing his extortion scheme, explained his reasoning, “You do them favor over favor. Eight years of favors. And then they’re wealthy . . . . Why can’t you . . . you could write a check for \$4,000.” Lamenting his lost opportunities for extorting additional bribes, the Defendant stated:

We could have had a million dollars in the bank if we had played the damn thing

right. From day one, every time so and so, call these people and tell they need some help. And they all need you there and they give you some help. You're just like your friends, you know the big fellows. But you know what, there ways to skin a cat. My dad used to say there (sic) more than one way to skin a cat.

Id. Expressing his disappointment with the small sums certain individuals had contributed, the Defendant continued, "and remember, um, they used to be crying all the time and, and, um your boy would go and was, was able to pick things up for them and, um, and so now it start coming in automatically right, and so they don't need it anymore, okay, but you know what, that doesn't have to continue to happen. . . . Tell him you need him to, um, raise money for my wife. Tell them write a four thousand dollar check." Id.; and see PSR at 9, ¶ 48..

On May 19, 2010, Jack Johnson received a call from a campaign staffer for Leslie Johnson's campaign. The staffer advised that they had found additional office space for the campaign and wanted to know if Jack Johnson knew the owner of the office space. Jack Johnson said that he did, and that he would be seeing that individual at a convention in Las Vegas the following week. Jack Johnson then said, "Right, I'm gonna take it as is and, ah, he's gonna give it for free so don't worry about it. I'll work on that." See CD 1.

Demonstrating the pervasive culture that Jack Johnson infused throughout County government, on May 31, 2010, Jack Johnson called a lobbyist and lawyer for the County, who told Johnson that he was meeting with the Vice President of a large development project in Prince George's and Montgomery Counties. Jack Johnson then asked the County lobbyist to provide numerous tickets to a fund-raiser for Leslie Johnson to the Vice President for the development project. The County lobbyist responded, "Let me officially say the answer to that question is no because of ethics laws." Jack Johnson asked if the County lobbyist would deliver the tickets on Jack

Johnson's behalf. The official stated that he could not deliver the tickets to the developer, however, he explained, "I can say. . . I don't know what the contents of this envelope is but I was asked to give this to you." The County lobbyist explained that he had already been given a stack of tickets for Leslie Johnson's campaign which he had distributed and would provide the envelope to the Vice President of the development project and tell him that he did not know what was in the envelope.

See CD 1.

Jack Johnson's extortion scheme included using his wife's expected seat on the County Council to extract payments from developers and other business people who had relationships with the County. Jack Johnson extorted donations to Leslie Johnson's campaign committee, by telling the individuals to donate or else he would delay or cancel their projects in the County. For example, on June 11, 2010, Jack Johnson called a County Official and complained about the amount of money these individuals contributed to Leslie Johnson's campaign at a fund-raiser on June 10, 2010. Jack Johnson threatened to stop their development project in the County, stating:

Do me a favor though, um, tell them, they got a big consideration going on, okay, you know your friend, just, just, ah, like Monday or so let him know that, um, that, um, ah, I'm gonna, I'm gonna be pulling the whole thing, okay. And so it can get back to them.

Jack Johnson then told the County Official that he was going to ensure that Baig made contributions to the Leslie Johnson's campaign, stating, "But I'm still gonna make him pay something, okay." See CD ; and see Leslie Johnson Sentencing Memo at 15.

Going further, on July 7, 2010, Jack Johnson called the owner of Maryland company conducting business under contract with the County ("Owner A") and stated, "I still need you to help me out with that thing now, you know, the campaign for my wife," and then instructed Owner A to

write a check out to “Friends of Leslie Johnson.” Jack Johnson had previously made efforts to cancel the Owner A’s contract with the County when he believed that the owner had failed to provide certain campaign donations. In 2008, Owner A had provided Jack Johnson with \$5,000 and a plane ticket for an international trip in return for his assistance in getting a County contract awarded to Owner A’s company. See CD 1.

On July 13, 2010, Jack Johnson called Owner A, who advised that he had sent campaign donations to Jack Johnson for Leslie Johnson’s campaign. Jack Johnson replied, “Okay, I, I appreciate it. Now you helped me out pretty good right?” Owner A replied that he had tried to do so. Johnson then confirmed his expectation that favorable treatment from him as County Executive meant remuneration in the form of money to him or his wife, “Cause you know, [Owner A], I, you know, the only thing I’ve done, hopefully during my admin. . . , um, years is help people out right? And, and, I don’t, I don’t ask much of folks. You know, and, one of the disappointing things is that, um, a lot of folks, that, um, ah, I’ve tried to be helpful to, or have been helpful to, I’ve called them, and you know.” See CD 1.

On August 6, 2010, Jack Johnson called a County official and during their discussion stated, “I got to raise some money okay? I got to work on Leslie’s campaign, I’m probably going to have to raise about \$40 to \$50,000 dollars, or even \$60,000 right? In fact I just met with a guy, he is kind of a Louisiana type politician. . . in Louisiana they play dirty.” The County official responded, “So what we need, just raise some money now to do little things?” Jack Johnson replied, “Yeah, I got to raise some money, but I go some people. . . . if you can, give her (Leslie Johnson) a check for 4 (\$4,000) okay?” The County official replied, “Okay, I’ll give her a check for 4.” See CD 1.

On August 8, 2010, Jack Johnson called James Johnson and asked him to help campaign for



Leslie Johnson during the following work-day. Prior to that call, James Johnson had accepted cash bribes from a cooperating source in return for certain HOME funds. See CD 1; and see James Johnson Plea Agreement at 12. During the call, James Johnson stated, “Okay, cause I need to talk with you anyway, I called you Wed, ah, the other day to talk with you. But, ah, I got something to give to you and then I need to talk with you about something anyway. . . .” See CD 1. FBI agents then observed James Johnson access a safe deposit box at his bank, which was later searched and found to contain over \$40,000 in cash, and then travel to Jack Johnson’s residence.

On August 10, 2010, Jack Johnson called Owner A and asked him if was providing campaign donations to Candidate A . Owner A replied, “Yeah, I did.” Further, Owner A told Johnson that he had given a donation in the amount of \$1,000. Jack Johnson responded that there was a big campaign ad that he needed to help pay for on the radio, “but I’m gonna, I’m gonna need your help.” Owner A replied, “Ok, boss.” See CD 1.

On August 15, 2010, Jack Johnson received a call from a family member. During the call, Jack Johnson stated that he needed to raise \$100,000 in campaign donations for a candidate for County office quickly and that he was going to meet with people to see if they could get it done. See CD 1.

Then, ten minutes later, Jack Johnson called a former County official and discussed raising campaign funds. Johnson explained that he wanted to compile a list of people who he could approach for campaign donations. Then, Johnson identified certain individuals for the former County official to approach on Johnson’s behalf, “You know, I think, you, we can get, you know the, the trash pick-up boys. . . you see I can I can get them to give uhm uhm like you know they like to write things in money orders and stuff you know what I mean? And, so I think we can get two

[thousand] each from them. I, I don't want to talk on the phone but a guy told me he'll give me four [thousand]. Another lady said she'll give me four [thousand], another guy said he'll give four [thousand], a guy, another guys said he'll get me uhm maybe ten [thousand].” See CD 1.

On August 28, 2010, Jack Johnson received a call from Owner A, who stated that they were back in town and wanted to know if he could help Candidate A with additional campaign donations.

Johnson advised:

This is a good investment for you because, ah, if that other guy wins they gonna take that contract away, you know what I mean? There's no question in my mind. They are um, he and [a campaign official] and, um those [others], they gonna take that contract away.

In this call, Johnson again explained his quid pro quo ethos, campaign donations equaled official assistance. See CD 1.

On September 3, 2010, the Defendant called a County official and discussed Candidate A and Leslie Johnson's campaigns. During the recorded call, the Defendant stated:

But you know man, I, I, look at it this way and then when Uly Currie got indicated I decided, man I said you know what, well I'm decided, but I said look. ***Man, I'm not doing shit between now and um, the rest of the term, right.***

CD 1 (emphasis added). Johnson also confirmed that he had received a campaign donation that the County official had obtained from a developer at Johnson's direction and left at Johnson's home.

See CD 1.

In that same call, Jack Johnson and the County official discuss raising money for Candidate A's and Leslie Johnson's campaigns. During the call, Johnson lamented that right after he got into office he should have claimed that he had campaign debts and raised \$400,000 to \$500,000, and then, he could have given Candidate A \$100,000 for their campaign for County office. See CD 1.

On September 3, 2010, an elected County official called Jack Johnson, and they discussed raising funds for Candidate A. During the call, the elected official stated that they had paid for election t-shirts for Candidate A's campaign. Jack Johnson responded that he had given Candidate A \$8,000 out of his campaign account, \$4,000 from his personal account, and had someone else give them another \$4,000. See CD 1.

On September 10, 2010, the Defendant called an individual and discussed how much they had raised for a candidate for County office. The individual advised that they had provided two checks for \$5,000 each to a developer and business owner in the County ("Developer C") and told them to give the money to Johnson and that the individual was going to give Johnson another \$5,000 check. During the conspiracy, Developer C and Johnson had numerous conversations in which Developer C was seeking business with the County. In this call, Johnson stated that Developer C had not given him the money the previous night and when he was at the person's home. See CD 1.

Then, eight minutes later, Jack Johnson called Developer C and asked about the \$10,000 in campaign donations that had been provided to him and for an additional personal donation. Developer C stated that they had the money and another \$5,000 campaign donation check as well, stating, "This evening I'm going to, oh, hand over some, um, um, ah heavy stuff to you." Johnson responded, "We need the checks, okay, whatever you can." Developer C then asked about the status of an official letter that he had asked for Johnson's assistance in facilitating regarding the individual's business interests in the County. Johnson replied that he had take care of the letter. See CD 1.

5. **Employment & Retirement Benefits Extorted by Defendant**

During the course of the scheme, Jack Johnson also regularly sought payments and

employment that were to be awarded to him once he left office, in return for Jack Johnson providing official assistance while he was still County Executive. See PSR at 6, paras. 32-33.

For example, on February 19, 2010, Jack Johnson received a call from a County official. During the call, Jack Johnson discussed his retirement plans and lamented the fact that he was barred from seeking re-election because of term limits. Jack Johnson explained that he had promised an appointment to high-ranking government position which would pay him approximately \$100,000 per year. Further, Jack Johnson explained, “You know who else I am going to make hire me?” The County official responded, “[Developer A],” a very prominent developer in the County. Jack Johnson replied, “[Developer A], make his ass hire me. Pay me ten grand a month.” See CD 1.

Demonstrating how Jack Johnson extorted not only employment from developers, like Developer A, but also campaign donations and other things of value, on March 26, 2010, Jack Johnson called Leslie Johnson. During the call, they discussed various candidates for County Council and donors to her campaign committee. Jack Johnson stated that Developer A was “so glad” that Leslie Johnson was running for County Council. Leslie Johnson responded, “I’m sure he will give me something because he know that I am going to help him.” See CD 1.

a. County Hospital System

In 2010, Jack Johnson made an agreement with an official at the County Hospital (“the Hospital official”) to assist the Hospital official with obtaining a high-ranking position within the management structure of the County Hospital system in exchange for the Hospital official awarding Jack Johnson a consulting agreement with a consulting firm that would provide healthcare consulting to the County Hospital system once Johnson left office as County Executive. The Hospital official agreed to have Johnson paid \$10,000 to \$15,000 per month as a consultant for the County Hospital

system. Further, during the conspiracy, Jack Johnson and the Hospital official sought to have the Hospital system's attorney fired so that the Hospital official could award a contract for legal services to Jack Johnson. They agreed that the Hospital system paid approximately \$1 million per year in legal services under the current contract, and that with the legal services contract Johnson would make an additional \$10,000 to \$15,000 per month on top of the money he would earn under the consulting contract. See CD 1.

On April 16, 2010, Jack Johnson called an individual to discuss the County's Hospital and the potential of the University of Maryland Medical System's plans to build a new medical facility in the County. The Defendant explained that he was arranging it so the Hospital official would run the County's Hospital system and provide the Defendant with a consulting job, once he left office. Jack Johnson further explained:

Part, look, part of the deal too with, with [the Hospital official] is that um, um, there'll be, ah, some place for me when I leave also. You know even if it's just a contract. Well it'll probably just be a contract somewhere. I don't want no job.

See CD 1.

On April 30, 2010, Jack Johnson called the Hospital official to discuss various aspects of the management of the County's Hospital system and how best to ensure that the Hospital official retained his position of authority and influence over the County Hospital system. See CD 1.

On May 2, 2010, Jack Johnson called a high-ranking County official and discussed his plans once he left office. During the conversation, Jack Johnson explained that he was assisting the County Hospital system with an expected transfer to another management system, which Jack Johnson believed would build a new hospital in the County. Jack Johnson further explained that a consulting group had been helping the hospital system through the transition process and that two

consultants were being paid \$30,000 per month to consult on the Hospital deal. Johnson explained, "I know that I'm gonna be going with them." Johnson further advised that he wouldn't be doing too much with the Hospital consultants but they would be his first major contract and that he had also secured another consulting agreement with Developer A that would begin once he left office. See CD 1.

On May 2, 2010, Jack Johnson called the Hospital official to discuss various individuals that Johnson needed to influence so that the Hospital official would obtain greater control over the County's hospital. After discussing various plans that had been reduced to writing, the Hospital official offered to email the information to Jack Johnson, who responded, "You know, um, it's, it's a county email. I guess you, you didn't, you don't want to do it on the county email." The Hospital official, recognizing that their corrupt deal might be revealed in Jack Johnson's official County email, agreed, "You might not want to." Instead, they agreed that the Hospital official would send the email to one of Jack Johnson's subordinate County employees who would get the information to Jack Johnson. During the conversation, the Hospital official confirmed that once he had authority over the hospital system he/she would ensure that Jack Johnson received a position with the Hospital management system. See CD 1.

On May 5, 2010, the Hospital official called Jack Johnson and they discussed their plan for the Hospital system and how to award consultant jobs, including Jack Johnson's. When the Hospital official suggested that they meet in person over dinner in the County, Jack Johnson replied, "We probably ought to be in D.C. so that we don't have that, ah . . . Is that okay with you?" Recognizing that Jack Johnson rightly worried that he did not want to be seen having dinner with the Hospital official in the County, the official agreed to meet the Defendant for dinner in D.C. to discuss their

plans for the Hospital system. See CD 1.

On May 13, 2010, FBI agents confirmed that Jack Johnson had dinner in D.C. with two individuals that were planning on purchasing the County hospital system.

On May 14, 2010, Jack Johnson called another high-ranking public official and discussed Jack Johnson's plan to be hired as a consultant for the County Hospital, stating, "I met with some people last night. They gonna hire me man." Johnson then stated that he expected that the individuals purchasing the Hospital would pay him approximately \$15,000 per month once he left office. The County official replied that he had spoken with several developers, including Developer A, who were planning a massive development in the County. Jack Johnson responded:

Man, they are so appreciative of the work that I've done for them they gonna let me help them out. You know, I know [Developer A] likes me a lot. He is gonna let me help him out. I may do some work for [one of Developer A's very large projects in the County]. Um, [another developer], the people that bought [a large grocery store in the County], I may do some work for them. I may do some work for the [the grocery store chain]. *When you're the County Executive, you can get so much by helping people.*

CD 1 (emphasis added). Jack Johnson in a brutally honest manner linked his official position to his personal financial interests, explaining that because of the relationships he had developed with people in the County as County Executive, "I'm going to end up doing really well financially." See CD 1.

The County hospital system could not sustain operations without receiving millions of dollars in subsidies from the State and County. On July 3, 2010, Jack Johnson called the Hospital official to determine whether or not the Hospital official had obtained his/her expected position with the Hospital. The Hospital official complained that it was being delayed by various groups that were attempting to purchase the Hospital system. Johnson responded that he would withhold County

funds for the Hospital until the Hospital official got the job in which he/she would run the entire Hospital system for the County. Explaining his leverage, Jack Johnson stated, “And the thing is that all you have to do, one condition you lay on them. And you say, look, you can have the hospital, I’m, I’m supporting you. I can line up all the support, if, you know, put a hundred million dollars down, you know, and that takes care of everything.” See CD 1. In stark contrast to his private corrupt conversations with the Hospital official, in the Jack Johnson Legacy Booklet, paid for with County Funds, Jack Johnson publicly and proudly took credit for providing \$85 million in funding to the Hospital system and facilitating the purchase of the Hospital system by an outside entity. See Attachment A at 9.

On July 13, 2010, during a recorded call concerning jobs in the County’s Hospital system, the Hospital official told Jack Johnson, “Once we get in and start looking at it we’re gonna see some opportunities that we, that we had no idea, no idea that existed.” See CD 1.

On July 22, 2010, the Hospital official called Jack Johnson to let him know that he had obtained the position, explaining, “You’ve pulled all the right strings so everything is, is now in place. I’m signed up and starting on August the second. So let’s catch up so we can make sure that I’m moving in the direction that makes sense.” See CD 1.

On August 2, 2010, after a fifteen minute discussion about the management of the County hospital system, Jack Johnson advised that the opportunities for him and the Hospital official were bigger than the opportunities behind them. The Hospital official, confirming Jack Johnson’s future role with the Hospital, replied:

You and I need to have that conversation that we’re talking about, but that’s a face to face thing, and I’ve got to get some information so we can look over and plan ahead as you say. We just need to make sure the right people are in the right places.



CD 1. Jack Johnson responded:

And people that are not talking, you know. *Just keep your mouth shut.* I've learned in this game. . . . *If you want to mess up something, talk about it. That's all I can say.*

CD 1 (emphasis added). Jack Johnson then explained that he had a commitment now to fund the hospital for a while longer. The Hospital official replied, "We're gonna make, hopefully have some people make a little money in the process, by turning it around and getting involved on the turn around side." Jack Johnson, referring to himself, stated that somebody was going to make money and laughed. Continuing, the Defendant explained that somebody is always making money on these deals, it was just a matter of who, "and I understand what you saying." See CD 1.

On August 11, 2010, Jack Johnson called the Hospital official, who stated, "The reason I need to get on your schedule soon is: one, we are going to do some re-orgs and I'd just like to get your thoughts about some people who might fit into those, in the re-org, one; two, just something for you to sit about when we're face to face, one fo the reasons that I, um, that, um, it's important to put somebody like [an individual] in this particular job, the guy who handles the contracts, he will report up to the position. There is \$60 million worth of contacts." Johnson replied, "That's fantastic" The Hospital official continued, "So, I'm gonna try to get some of contracts and stuff. And just to, and just to get your guidance and since we're both on cell phones, so, I just wanted to . . ." Recognizing that law enforcement might be listening to the call, Jack Johnson cut-off the conversation and stated that he was available to meet in person that Friday morning. The Hospital official stated, "[The individual in charge of Hospital contracts] won't be involved in the discussion that you and I are gonna have on Friday, or any other discussion like that, but, but we need to come up with plan." Johnson stated he understood what the Hospital official was saying, agreed, and

commented, "I'm leaving a happy man, man." See CD 1.

On August 25, 2010, Jack Johnson called the Hospital official and discussed various issues with the County hospital system. Near the end of the call, the official stated, "My primary issues were to let you know that, that we're, we are good on what you and I talked about and, and we'll just set up the right time you can tell me the firm of your choice." Johnson replied, "Okay. We'll do that and we'll get the other stuff for you." See CD 1.

b. County Funds Management

During the conspiracy, over a series of intercepted calls, Jack Johnson discussed obtaining employment from a company that managed a portion of the County's funds ("the Fund Management Company"): For example, on June 25, 2010, Jack Johnson asked an employee of the Fund Management Company how much money the County had given to him/her to manage. The employee replied that it was about \$20 million. Jack Johnson then explained that the County had \$159 million in County funds under management by other companies and that the Defendant wanted him/her to manage all of the funds for the County. Later, during the call, Jack Johnson asked if he gave the employee enough money to invest while he was County Executive, then Fund Management Company should be able to hire him once he left office. See CD 1.

On July 19, 2010, Jack Johnson called the employee of the Fund Management Company and told them that there was a scheduled meeting amongst County officials to discuss Jack Johnson's plan to transfer an additional \$30 million in County funds to the employee for him/her to manage. See CD 1.

On August 22, 2010, Johnson called the employee, who stated that Johnson was very busy helping Leslie Johnson and Candidate A with their campaigns. Johnson explained, "There's just so

much I can direct and help, you know help from, if [Candidate A] wins. Um, like uh what gonna be doing um.” Then, Johnson discussed how he was arranging to have County funds transferred to the employee for management, “I have a meeting coming up in the, ah, early part of the month, and, ah, you know, there the thing though is that you have to um, there, there two aspects to it, one is that you have to, put the money, um, you know, up front, um, in those accounts, so that we can, um, you know, and then the second one is to make certain that, it’s done well, you know, and, um, you have so much work for the next eight, nine, ten years. My God.” See CD 1.

On September 8, 2010, Jack Johnson called the employee and advised, “The good news, ah, we got another twenty [million dollars]” in County funds for the employee to manage. Following a lengthy conversation, Jack Johnson stated, “It’s amazing, I mean I sat in now, you know, and you realize that, um, *if you don’t have people on the inside fighting for you, you don’t have a chance.* I mean, you know, a little measly twenty million dollars, we had to fight to get that today.” CD 1 (emphasis added). The employee responded, “*I’m gonna show you how grateful I am and then some.*” Johnson replied that the employee needed to earn money for the County. CD 1 (emphasis added).

On October 4, 2010, the employee called Jack Johnson and stated, “I forgot to tell you I became a millionaire.” Johnson responded, “You did. Oh he, you told me that, ah, you. . . \$15 million right?” The employee explained that the County’s funds were mistakenly transferred to their business check account and that they were in the process of having the transfer reversed. Johnson instructed the employee to have the funds removed from their checking account. See CD 1.

c. Purchasing County Property

On June 30, 2010, Jack Johnson called a County official and asked them to assist Johnson

with his potential purchase of three-acre parcel of land in the County for a senior citizens center and obtain HUD funds to facilitate the development of the project. The County official agreed to help Johnson, who replied that they could put up a bid and obtain a nice contract from the County to provide services to senior citizens. Johnson explained this would give him something for the future and that he expected to make “good money” after he left office. Johnson further explained that if he was successful in getting certain officials elected to certain positions in the County, including Leslie Johnson, then “his value would go way up.” Johnson explained that he hired everybody who worked for his campaign when he became County Executive. See CD 1.

d. *Additional Employment Extorted by Defendant*

On August 10, 2010, the Defendant received a call from an individual in the County. During the call, the Defendant summarized a number of jobs as a consultant that he had set up for himself for when he left office. Each of these businesses had or were seeking business an/or development projects in the County. Jack Johnson explained that he had lined up five clients to each pay him \$12,000 per month as a consultant once he left office. In addition, Johnson explained that there was another developer seeking to build a shopping center in the County and that he expected to earn \$14,000 to \$15,000 per month as a consultant for the developer. Then, Johnson volunteered, “And then there’s a deal I worked with somebody (the Hospital official) at the hospital.” Johnson summarized that if he got five of those within a year or two, then he would have “all the money he needed.” See CD 1.

On August 26, 2010, Jack Johnson called a County employee to discuss the hiring of one of Johnson’s family members. The County official replied, “Everything is okay there, we don’t need to discuss that. We could do that in person. . . . I’ll talk with you in the office.” See CD 1.

On September 7, 2010, Jack Johnson called the same County employee to discuss the hiring of his family member and another individual. The County official replied, "Let's just keep it brief. I'll take care of it. *You know I need to make sure I protect you in these cases, okay?*" See CD 1.

On September 30, 2010, Jack Johnson called a family member and discussed their position with the County government. During the call, Jack Johnson discussed his preparations for prospective employment once he left office, explaining, "You know, um, um, I want to have two contracts locked down before I leave, you know. About, ah, twenty, twenty pieces, things like that and then I got some other things, you know, working." See CD 1.

On October 4, 2010, the family member called Johnson. During the call, Johnson again discussed his employment after he left office, explaining, "No, I got, um, right now you know the only thing I got locked down, in terms of commitment, is um, [the Hospital official], you know [the Hospital official]? But there are like two or three other people I'm talking to and I'll have at least one more locked down before I get, you know, before it's done." Johnson stated he expected to make more than \$20,000 per month. Further, Johnson explained, "Yeah, I got about, um, when I leave I'll have about, um, nine hundred grand, you know." Johnson further explained that he would invest his money with the Fund Management Company employee. See CD 1.

**Chart Summary of Bribe Payments and Benefits Received by Bribe Payors**

Below, in chart form, the Government has summarized some of the bribes extorted by the Defendant and his co-conspirators during the conspiracy. Separately, the Government has summarized some of the benefits received and/or expected by the bribe payors. Plainly, based on the evidence detailed herein, the bribes and benefits described below are not all of the bribes and benefits uncovered by the Government during its investigation, but rather are limited to those bribes

and benefits that are specifically admitted to by the Defendant and his co-conspirators, as referenced in their plea agreements and supported by the calls detailed herein. As shown below, the volume of bribes and benefits received by bribe payors is more than sufficient to warrant a 14 level enhancement under the Guidelines.

<b>AMOUNT</b>	<b>DATE</b>	<b>DESCRIPTION OF BRIBE PAYMENT</b>
<b>\$3,000</b>	2003	Baig provided the Defendant with \$3,000; the Defendant admitted that Baig provided occasionally provided him \$1,000 to \$5,000 from 2003 through 2010
<b>\$9,000</b>	2005	Baig provided the Defendant with 6 payments of \$1,500 for the Defendant's mortgage
<b>\$10,000</b>	November 4, 2006	Baig provided the Defendant with \$10,000 in return for his official assistance
<b>\$50,000</b>	February 1, 2010	Baig provided the Defendant with a \$50,000 cashier's check in return for the Defendant's assistance in obtaining employment for Baig's associate
<b>\$675,000</b>	February 2010	Purchase of Investment Property for \$450,000 plus Baig's agreement to provide ½ interest in the home to Jack Johnson upon completion of the sale valued at least \$225,000. On April 25, 2010, Baig and the Defendant renegotiated the amount of the bribe, and Baig agreed to pay the Defendant \$150,000
<b>\$120,000 - \$180,000</b>	April 2010	Consulting job extorted by the Defendant from the Hospital official in return for the Defendant assisting the Hospital official in obtaining a position with the County Hospital system
<b>\$1,500</b>	June 18, 2010	\$1,500 campaign donation from Baig to Leslie Johnson's campaign
<b>\$124,000</b>	June 25, 2010	Yearly salary from consulting job the Defendant sought from the employee of the Fund Management company in return for the Defendant steering \$20 million in County funds to the employee for their management
<b>\$4,000</b>	August 6, 2010	Campaign donation to Leslie Johnson in return for the Defendant's official assistance

<b>\$8,000</b>	August 8, 2010	Bribe payment from Baig to James Johnson for his assistance in obtaining HOME funds and the Defendant's approval of the transfer of those funds to Baig
<b>\$1,000</b>	August 10, 2010	Campaign donation to Candidate A in return for the Defendant's official assistance
<b>\$8,000</b>	August 15, 2010	Bribe payment from Baig to James Johnson for his assistance in obtaining HOME funds and the Defendant's approval of the transfer of those funds to Baig
<b>\$15,000</b>	August 15, 2010	Baig provided the Defendant with \$12,000 in cash and a \$3,000 campaign check for Candidate A in return for his official assistance with the HOME funds and the lease
<b>\$8,000</b>	August 27, 2010	Bribe payment from Baig to James Johnson for his assistance in obtaining HOME funds and the Defendant's approval of the transfer of those funds to Baig
<b>\$5,000</b>	September 8, 2010	\$5,000 campaign donation to Candidate A from Individual A brought to the Defendant's home in return for the Defendant's assistance with Individual A's attempt to purchase the County Hospital system
<b>\$100,000</b>	September 9, 2010	\$100,000 bribe check from Baig to the Defendant in return for his official assistance with the HOME funds and the lease
<b>\$15,000</b>	September 10, 2010	Conduit campaign donations via Developer C for Leslie Johnson and Candidate A provided to the Defendant in return for official assistance
<b>\$2,000</b>	October 23, 2010	Bribe payment from Baig to James Johnson for his assistance in obtaining HOME funds and the Defendant's approval of the transfer of those funds to Baig
<b>\$500,000</b>	October 24, 2010	Bribe to be extorted by the Defendant and James Johnson from Baig for \$1,500,000 for HOME funds for The Commons; the Defendant and James Johnson agreed that the Defendant would get \$300,000 and James Johnson would get \$200,00

<b>\$2,000</b>	October 27, 2010	Bribe payment from Baig to James Johnson for his assistance in obtaining HOME funds and the Defendant's approval of the transfer of those funds to Baig
<b>\$1,000</b>	November 4, 2010	Attempted bribe payment from Baig to James Johnson for his assistance in obtaining HOME funds and the Defendant's approval of the transfer of those funds to Baig
<b>\$5,000</b>	November 5, 2010	Recorded bribe payment of \$5,000 in cash from Baig to the Defendant in return for his official assistance with the HOME funds and the lease
<b>\$15,000</b>	November 12, 2010	Recorded bribe payment of \$15,000 in cash from Baig to the Defendant in return for his official assistance with the HOME funds and the lease
<b><u>Total</u></b> <b>\$1,681,500</b> <b>to</b> <b>\$1,741,500</b>		



<b>AMOUNT</b>	<b>DATE</b>	<b>DESCRIPTION OF BENEFITS RECEIVED BY BRIBE PAYOR</b>
<b>\$42,360 +</b>	April 2011	Starting Yearly Salary for Physician at County Hospital in Exchange for \$50,000 bribe payment from Baig
<b>\$300,000</b>	January 16, 2010	Value of opening liquor stores until 3 a.m. to A. Melhi
<b>\$1,700,000</b>	January 2010 - July 2010	County HOME funds for Romwood Square Project; Baig expected to earn \$1.2 million via the purchase of his interest in Romwood by Roots of Mankind, and use the proceeds to purchase Investment Property One from Jack Johnson
<b>\$1,500,000</b>	October 2010	County HOME funds for The Commons
<b>\$7,906,136</b>	October 2010	10 Year County lease for public library at the Commons from Baig
<b><u>Total</u></b>		
<b>\$10,098,496</b>		

6. **Obstruction of Justice and Evidence Destruction and Tampering**

When the entire corrupt house that Jack Johnson had built over his tenure as County Executive begin to fall and FBI agents closed in, the Defendant enlisted his most trusted co-conspirator Leslie Johnson in a audacious attempt to obstruct the federal investigation of his corruption scheme.

Following the search of his person, yielding the \$15,000 bribe payment from Baig, Jack Johnson entered his County vehicle and initiated his official emergency lights and headed towards his home. Jack Johnson then called his wife at their house and told her that he was leaving Baig's office and was headed home. Immediately thereafter, FBI and IRS agents, who were at the residence to execute a federal search warrant issued by this Court for evidence of the corruption scheme, rang

the front doorbell of the home multiple times and banged on the front-door, repeatedly yelling “Police, search warrant. Open the door, we know you are in there. FBI search warrant.” Leslie Johnson observed the federal agents knocking on her door and called her husband at 10:12 am and had the following exchange:

**Jack Johnson:** Yes ma’am.  
**L. Johnson:** Um, two women are at the door. I don’t know who. . .  
**Jack Johnson:** Who?  
**L. Johnson:** . . . they are.  
**Jack Johnson:** Who is?  
**L. Johnson:** Right. Hold on a minute.  
**Jack Johnson:** Don’t a. . . , don’t answer it.  
**L. Johnson:** I’m not. . .

\* \* \*

**Jack Johnson:** And go upstairs in our bedroom and open up um, my drawer, um. . . , let me see. . . let me see where it is. It’s ah. . .  
**L. Johnson:** Oh my God, Jack.  
**Jack Johnson:** Okay. Just. . . , just open up my drawer and um, and um. . .  
**L. Johnson:** They’re banging.  
**Jack Johnson:** Tell ’em. . . , tell ’em you are undressed and you’re gonna be down in a minute. Okay?  
**L. Johnson:** Okay, but I’m downstairs Jack and they can see through the thing.  
**Jack Johnson:** Just tell ’em. . . , tell ’em you’re undressed and you’re gonna be there in a minute, okay?  
**L. Johnson:** Okay.  
**Jack Johnson:** Okay, now go upstairs in my drawer, um. . . No, let’s see. . . Yes. There is um, um, where the. . . It’s the drawer. . .  
**L. Johnson:** Oh my God.  
**Jack Johnson:** It’s. . . Leslie, it’s the drawer where the underwear is, I think it is.  
**L. Johnson:** Yes.  
**Jack Johnson:** If it’s not that, it’s another one and you’ll see a. . . , a check in there that Dr. Baig wrote to me. Okay. It’s. . . , it’s not. . . , it’s not. . .  
**L. Johnson:** You want me to take the cash out of here too?  
**Jack Johnson:** Um. . . Yeah, you can. . . Ah, let’s see. . . , let’s see, yeah, you know where the c. . .  
**L. Johnson:** I got it.

Having hidden the illicit cash found in her husband's bedroom drawer, Leslie Johnson turned her attention back to the \$100,000 bribe check:

**Jack Johnson:** You got the cash?  
**L. Johnson:** Hmph hmph.  
**Jack Johnson:** Okay, um, put it in your bra or somethin' like that and walk out of it. Put it...Okay.  
**L. Johnson:** Wait a minute...  
**Jack Johnson:** Or put..., put it...  
**L. Johnson:** . . . and then where's the check? Where's the check?

Complying with the Defendant's instructions to hide the cash bribes, Jack Johnson instructed his wife to walk out of the house with the cash from the drawer stuffed in her undergarments. Leslie Johnson, however, re-focused his attention on finding the bribe check from Baig and went through drawers in their bedroom. Not finding the check, they had the following conversation:

**L. Johnson:** I don't see it Jack.  
**Jack Johnson:** Okay, take your time, take your time, take your time. The first drawer. You see it in the first drawer there?  
**L. Johnson:** No. A check. Oh my God.

*[The sound of knocking on door.]*

**Jack Johnson:** Yeah, it. . . , it's in a. . . , it's in a box. I got it in a little box or something.

\* \* \*

**L. Johnson:** I'm just. . . Let me get everything out. I see a receipt. [Sighs]. Oh God. I don't see a check. I don't see any check Jack and they're just bangin' and bangin'.

**Jack Johnson:** Okay, just let 'em bang, let 'em bang. Um, they can't. . . , they can't open the door unless you. . . , you're there. Um. . . , um. . .

Leslie Johnson rifled through the drawers in their bedroom, setting aside undergarments, socks, boxes, and shopping bags, all in a desperate attempt to find the elusive bribe check – which, eventually, she found:

**Jack Johnson:** Yeah, and, it... Yeah, and look in another box. You'll see a check in there. Yeah, that's right.

**L. Johnson:** Yes, there's a check in there.

**Jack Johnson:** Okay. Tear it up. That's the only thing you have to do. Now go down... You... you got the money?

**L. Johnson:** Yeah, wait a minute. I got the cash. Do you have that cash down in the basement still too?

**Jack Johnson:** Yes.

**L. Johnson:** Okay. I gotta move that too. Where do you want me to move it?

Next, as the agents continued knocking on the front door, Leslie Johnson destroyed the bribe check to Jack Johnson from Baig:

**L. Johnson:** What do you want me to do with the check? You hear 'em banging?

*[The sound of agents knocking on door.]*

**Jack Johnson:** Tear up the check and..., um..., and..., and um..., and..., and um, tear it up.... Just..., just tear it up.

**L. Johnson:** They're saying FBI, Jack.

**Jack Johnson:** Yeah, I know..., I know. That's why I'm telling you. Dr. Baig set me up.

**L. Johnson:** You want me to put it down the toilet?

**Jack Johnson:** Yes.

**L. Johnson:** You want me to flush it?

**Jack Johnson:** Yeah, flush that.

*[The sound of a toilet flushing in background.]*

The FBI then made a forced entry of the home and observed Leslie Johnson attempting to leave the home via the attached garage, and when asked, denied hearing the FBI knocking on her door. Leslie Johnson was then placed under arrest and searched. The agents recovered, the \$79,600 from her underwear and bra.

## II. Applicable Law to Sentencing

Following United States v. Booker, 543 U.S. 220 (2005), imposing a sentence under the advisory Guidelines is a multi-step process. See United States v. Moreland, 437 F.3d 424 (4th Cir. 2006). The sentencing court must initially determine, after making appropriate findings of fact, the applicable advisory Guidelines range. The advisory Sentencing Guidelines promote the “basic aim” of Congress in enacting the Sentencing Reform Act, namely, “ensuring similar sentences for those who have committed similar crimes in similar ways.” Booker, 125 S. Ct. at 760. In furtherance of that goal, a sentencing court is required to “consider the Guidelines ‘sentencing range established for . . . the applicable category of offense committed by the applicable category of defendant,’ the pertinent Sentencing Commission policy statements, the need to avoid unwarranted sentencing disparities, and the need to provide restitution to victims.” Id. at 764 (citations omitted).

The Court then must consider whether a sentence within the advisory Guidelines range “serves the statutory factors set forth in Section 3553(a) and, if not, select a sentence that does serve those factors.” United States v. Green, 436 F.3d 449, 456 (4th Cir. 2006). Under the procedure outlined in Gall v. United States, 128 S.Ct. 586, 596-97 (2007), the court must undertake an individualized assessment of the facts of each case in light of the factors delineated in § 3553(a); see also United States v. Carter, 564 F.3d 325, 328 (4th Cir. 2009) (same). The Supreme Court, however, has recognized that “[t]he sentencing judge has access to, and greater familiarity with, the individual case and the individual defendant before him than the [United States Sentencing] Commission or the appeals court.” Rita v. United States, 127 S.Ct. 2456, 2469 (2007). Accordingly, “while the statute still requires a court to give respectful consideration to the Guidelines, Booker permits the court to tailor the sentence in light of other statutory concerns as well.” Kimbrough v.

United States, 128 S.Ct. 558, 569-70 (2007)(citations and quotation omitted).

Section 3553(a) directs the Court to impose a sentence “sufficient, but not greater than necessary” to comply with the purposes of sentencing, as set forth below:

- (A) to reflect the seriousness of the offense, to promote respect for the law, and to provide just punishment for the offense;
- (B) to afford adequate deterrence to criminal conduct;
- (C) to protect the public from further crimes of the defendant; and
- (D) to provide the defendant with needed education or vocational training, medical care, or other correctional treatment in the most effective manner.

Section 3553(a) further directs the Court – in determining the particular sentence to impose – to consider: (1) the nature and circumstances of the offense and the history and characteristics of the defendant; (2) the statutory purposes noted above; (3) the kinds of sentences available; (4) the kinds of sentences and the sentencing range as set forth in the Sentencing Guidelines; (5) the Sentencing Guidelines policy statements; (6) the need to avoid unwarranted sentencing disparities; and (7) the need to provide restitution to any victims of the offense. See 18 U.S.C. § 3553(a). The Court must select a sentence in light of these factors and all other factors under Section 3553(a), and must adequately explain the rationale for its sentence. Gall, 128 S.Ct. at 597. If the sentencing court, after considering all of these factors, chooses to vary outside the advisory Guidelines range, such a variance must be supported by a rationale sufficiently compelling to support the extent of the deviation. Id. As another court has recognized, brazen public corruption cases may warrant an upward departure from the Guidelines range in order to send “the necessary message that corruption by elected public officials will not be tolerated and that the epidemic of political corruption that has existed . . . has got to stop.” United States v. Newton, 2007 WL 1098479 \* 2 (D. Conn. 2007).

Before selecting a sentence outside the advisory Guidelines range, the Court should first

consider whether appropriate grounds for departure exist. See United States v. Davenport, 445 F.3d 366, 370 (4th Cir. 2006); and see United States v. Paulus, 419 F.3d 693, 697-98 (7<sup>th</sup> Cir. 2005) (upholding upward non-Guideline variance sentence in public corruption case). When “an appropriate basis for departure exists, the district court may depart.” Moreland, 437 F.3d at 432; and see United States v. Shaaban, 252 Fed.Appx. 744 (7<sup>th</sup> Cir. 2007) (affirming above-guideline sentence based on multiple efforts to obstruct justice). The methodology to be applied by a sentencing court in structuring an upward departure is outlined by the Fourth Circuit in United States v. Dalton, 477 F.3d 195, 197-200 (4th Cir. 2007). A Court should move to successively higher levels only upon finding that the prior level does not provide a sentence that adequately reflects the seriousness of the defendant’s conduct. Id. at 199; see generally Green, 436 F.3d at 456.

### **III. Analysis**

#### **A. The Nature and Circumstances of the Offense**

The nature and circumstances of this offense warrant a very substantial sentence. The Defendant was well-educated, financially secure and trusted by the community.

##### **1. Significance of Public Corruption**

In United States v. Spano, the district court in describing how it reached an appropriate sentencing in a public corruption case observed:

We need not resign ourselves to the fact that corruption exists in government. Unlike some criminal justice issues, *the crime of public corruption can be deterred by significant penalties that hold all offenders properly accountable*. The only way to protect the public from the ongoing problem of public corruption and to promote the respect for the rule of law is to impose strict penalties on all defendants who engage in such conduct, many of whom have specialized legal training or experiences. Public corruption demoralizes and unfairly stigmatizes the dedicated work of honest public servants. It undermines the essential confidence in our democracy and must be deterred if our country and district is ever to achieve the

point where the rule of law applies to all – not only to the average citizen, but to all elected and appointed officials.

This Court hopes that this opinion will further the goal of deterrence; that the message will go out to all those individuals who are tempted to sell their offices or participate in any way in public corruption offenses – if you commit these crimes you will give up your freedom for a significant period of time. It is this Court’s opinion that these persons who commit crimes in the halls of government should be subject to the same consequences as those that commit crimes on the streets. Thus, courts must continue their vigilance in our nation’s struggle against public corruption.

411 F. Supp. 2d 923, 940 (N.D. Ill. 2006) (emphasis added). Indeed, public corruption of elected officials, as here, has a corrosive effect on the communities in which the corrupt officials serve, and leads to a corresponding “loss of public confidence in the honesty and integrity of their elected officials,” United States v. Newton, 2007 WL 1098479 \*2 (D. Conn.).

Bribery, by its very secretive nature, is a difficult crime to detect, and occurs only between consenting parties, who both have a strong interest in concealing their conduct. Indeed, uncovering a singular instance of bribery poses significant impediments to the investigative work of law enforcement. The pervasive and repeated bribery perpetrated by the Defendant and his co-conspirators highlights the unusual nature of his admitted crimes. As a former prosecutor and elected State’s Attorney, the Defendant well understood that the criminal scheme which he orchestrated was not only illegal but had a devastating impact on the County. As one sentencing court observed, “A democratic form of government depends upon the consent of the governed. That consent will not last if those who serve in government betray the trust that is given them. No such government can survive if those entrusted with the authority to exercise governmental power are not honest in carrying out their duties.” United States v. Paulus, 331 F. Supp.2d 727,735 (E.D. Wisc. 2004). The Defendant’s betrayal of the County’s citizens, through systematic and pervasive



corruption of his high office, illustrates how the Defendant's abuse of public office not only financially harmed the County but harmed the very democratic ideal all citizens have a right to expect from their elected officials. The Defendant's crimes were serious and purposeful, and they directly harmed the County. This factor weighs in favor of a substantial term of imprisonment.

**B. History and Characteristics of the Defendant**

In light of the Defendant's education, legal training, and history in public office, his corrupt and obstructive conduct warrants severe punishment. The Defendant is highly educated and deeply knowledgeable about the legal system. He is a graduate of Howard Law School and was repeatedly elected to high public office by County citizens. When the Defendant committed his crimes, he was earning \$180,000 per year as County Executive, and owned his home, and several investment properties in Maryland, Washington, D.C., and South Carolina. See PSR at 23, ¶ 125. In addition to rental property income and his and his wife's substantial pensions, the Defendant had very significant retirement accounts, and drove one Mercedes, while he kept his 1951 Mercedes 170, worth \$60,000, at his home. The Defendant's education and finances demonstrate that this was far from a crime of necessity and was solely based on the Defendant's rampant greed.

Just before his term of office ended in 2010, Jack Johnson had 250,000 "legacy booklets," printed that highlighted his tenure as Prince George's County Executive. See Attachment A (Jack Johnson legacy booklet). Jack Johnson is featured on the opening page, stating, "We are only here for a short time to make a difference. The positions we hold belong to the people. You, the citizens, have given us the awesome responsibility to serve. Our time here has simply been amazing." Attachment A; and see Attachment B (Photograph of the 250,000 legacy booklets stored at a County facility). In this self-serving quote, the Defendant correctly recognizes that his position as County

Executive belonged to the residents of Prince George's County ("County") and that he had been given an "awesome responsibility to serve." But in his daily conduct, the Defendant perverted those public values and supplanted them with his personal greed. The fact that the County paid \$226,597 to print these 250,000 booklets merely highlights the Defendant's hypocrisy and self-delusion.

With respect to his public service, the Defendant seeks to offset his criminal conduct by citing his history of public service and taking credit for economic growth in the County. Although the Defendant may take credit for a portion of some of the economic activity that occurred in the County during his tenure as County Executive, the Court must also consider that even more money and opportunity potentially would have been available for the County's benefit had the Defendant not extorted bribes from developers and others seeking to conduct business with the County. Indeed, the Defendant's corruption no doubt caused economic harm to the County by alienating businesses seeking to do business with the County but who refused to engage in the Defendant's pay-to-play brand of governance, and thereby diminished the quality and range of businesses seeking to work and develop in the County.

As the Court weighs the relevant factors under 18 U.S.C. § 3553(a) in reaching a reasonable sentence, Jack Johnson is not entitled to special credit for his work on behalf of the County, because that is what he was elected and paid to do. This case does not involve a defendant whose service to the community is entirely divorced from his position and therefore could be considered exemplary. Rather, whatever legitimate service the Defendant service provided to the County was exactly what was expected of him as County Executive. When being sentenced for corrupting that office, it is of no moment whether the County under his administration made progress toward any civic goals. Whatever beneficial service he may have rendered during his tenure in public office does not

mitigate the harm the Defendant inflicted on the County by his crimes. On the contrary, the Defendant viewed public office as a steady stream of income rather than a sacred trust.

During the FBI investigation, the Defendant not only revealed his character through his rampant bribery and extortionate efforts, but also in the manner in which he used his power and his own family members, to further his corrupt goals, such as ensuring that Leslie Johnson and Candidate A were elected in order to enable Jack Johnson to continue his corrupt scheme.

For example, on August 5, 2010, Jack Johnson called a family member and told them to meet up with a certain County official and to spend the evening removing campaign signs belonging to Leslie Johnson's competitors in her race for County Council. Here, the sitting County Executive is directing his family to work with another County official to destroy campaign signs of Leslie Johnson's competitors. See CD 1.

Similarly, on August 7, 2010, Jack Johnson called another individual and directed them to remove additional signs belonging to Leslie Johnson's competitors for County Council, explaining "When you do these things, um, call me. . . don't send an e-mail." Johnson further advised that they would pick-up about 40 signs and take them to the dump. At the conclusion of the call, Johnson advised, "*You haven't talked to me about this.*" CD 1. (Emphasis added) The individual responded, "I got you. Ok." Jack Johnson not only sought to obstruct other candidates right to campaign for elected office in the County, he knew that what he was doing was wrong and sought to ensure silence by directing his co-conspirators to keep his role in the corruption scheme quite – "You haven't talked to me about this." CD 1. In this case, the truth is as compelling as any fictional account of official corruption.

Continuing his efforts to disenfranchise County voters, on August 15, 2010, in a recorded

call, the Defendant's family member asked Jack Johnson if they should take down additional signs of competitors for Leslie Johnson's campaign. Johnson responded, "Yeah, if you can do some tonight it'd be fine. We should rent a pick-up truck one night right?" The family member agreed. Johnson told them to rent the truck, and Johnson would give them cash to pay for the rental. Johnson then suggested two individuals to help take down the signs. The family member then described how they planned to dress, where they would park, and the time they would go to take down the signs. See CD 1. Johnson's role directing the corruption scheme is readily apparent.

The Defendant's intercepted calls not only revealed the Defendant's commission of his crimes but evidenced his understanding that what he was doing was wrong, and that he still knowingly committed his crimes because he got results for him and his co-conspirators. For example, on September 2, 2010, Jack Johnson called a County official and discussed a fundraiser for Candidate A. Later during the call, Jack Johnson discussed hiring people for positions with the County, explaining, "When I hire my people and don't hire your people and you're mad because I don't hire your people, and then you call it cronyism, which is a bunch of bullshit. *If I use cronyism it damn sure gets results.*" CD 1 (emphasis added).

Even when the Defendant discussed potential philanthropic outlets for his corrupt gains, the Defendant still looked for an angle that would ultimately benefit him. On October 5, 2010, the Defendant called an individual and advised that he would be able to make a \$1 million donation to Howard University in a few years. He stated that the publicity alone would help him earn another million. See CD 1.

Later in this same call, Jack Johnson falsely denied his corrupt tenure as County Executive, "I've learned to be quiet about, about what you do. You know. And thank go, um, you know,

they've the've they investigated me for eight years and one thing they know. *I didn't take a dime.*" CD 1 (emphasis added). Johnson further advised that the prosecutors hunted him for eight years, and it was time for them to pack up and go home. Contrary to his stated belief in this call, detailed in the PSR, the Defendant's tenure as County Executive involved the collection of not merely a dime but more than \$400,000 in bribes. See CD 1.

Further demonstrating his character, when the FBI caught the Defendant on video accepting a \$15,000 bribe, he simply lied to the FBI. In an effort to limit his exposure, the Defendant enlisted the assistance of his most trusted conspirator, Leslie Johnson. The Defendant's calls instructing Leslie Johnson to destroy the \$100,000 bribe check and hide cash bribes were directed with a singular purpose – obstructing the federal investigation of corruption in the County. The Defendant, having ensured the destruction of the bribe check, ordered his wife to secret \$79,600 in her underwear and walk out of their home and leave. Arrested for federal offenses and sitting in the cellblock, just a few floors below this Court's courtroom, the Defendant continued to ensure his wife was obstructing, asking her to not tell the FBI that the money was actually the Defendant's collected bribe payments.

In his Legacy Booklet, Jack Johnson observed, "There was never a doubt in my mind that we could reshape the economic posture of Prince George's County to exploit the vibrancy of its vast economic potential." Attachment A. Jack Johnson succeeded in exploiting the County's economic potential, by extorting bribes from any and all businesses who sought to do business in the County.

Rather than mitigate any of the Defendant's criminal conduct, the Defendant's background and characteristics only serve to highlight why the Court must impose a severe sentence of imprisonment.

C. *The Need to Afford Adequate Deterrence*

Under Section 3553(a), this Court must consider the need for the sentence imposed to “afford adequate deterrence to criminal conduct.” 18 U.S.C. § 3553(a)(2)(B). “Unlike some criminal justice issues, the crime of public corruption can be deterred by significant penalties that hold all offenders properly accountable. The only way to protect the public from the ongoing problem of public corruption and to promote respect for the rule of law is to impose strict penalties on all defendants who engage in such conduct, many of whom have specialized legal training or experiences.” Spano, 411 F. Supp. 2d at 940.

The Defendant’s audacious criminal behavior understandably captured the public’s attention and harmed the reputation of Maryland’s second-largest county and its 850,000 residents. In this context, the deterrent message and effect of the sentence imposed by the Court in this case will resonate significantly with other public officials tempted to engage in similar conduct. See generally, United States v. Villazan, 2008 WL 686781 \*2 (N.D. Ill.) (“[A] term of imprisonment is necessary to demonstrate to others that fraud of this kind and corrupt payments to public officials will not go unpunished.”). A very significant sentence of imprisonment is necessary to protect the public, to deter the Defendant from future criminal conduct, and, most importantly, to ensure that powerful and influential local public officials who make multi-million dollar decisions to approve or reject development projects or provide public subsidies understand that they do not operate “under the radar screen.” A message must be sent that if you engage in, assist or facilitate the “pay-to-play” culture, you will not avoid scrutiny by law enforcement, and you will receive a significant prison term. This factor weighs heavily in favor of a very significant term of imprisonment.

### Conclusion

No public official is above the law, and as a consequence of participating in public corruption and abusing his positions of public trust, the Defendant loses his liberty. The Defendant's crimes have injured the County and Maryland, and a meaningful term of imprisonment is needed to demonstrate that public officials in Maryland are held accountable for their misdeeds.

The PSR correctly calculates the Defendant's Guidelines range based upon the admitted facts, which even underscore the Defendant's misconduct given the factual record amplified by this memorandum. The Defendant has failed to identify any factors that would warrant a sentence outside of the advisory Guidelines range. After balancing all of the Section 3553(a) factors, the Government respectfully requests that the Court adopt the findings of the PSR and impose a sentence that resonates loudly, the "pay-to-play" culture in Prince George's County is at an end.

Respectfully submitted,

Rod J. Rosenstein  
United States Attorney

By: 

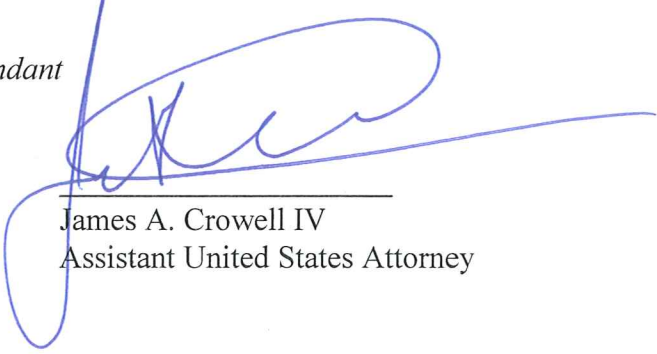
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**CERTIFICATE OF SERVICE**

This is to certify that on this 21<sup>st</sup> day of November 2011, a copy of the foregoing Government's Sentencing Memorandum for Defendant Jack Bruce Johnson, was served by ECF on the following attorney for the Defendant:

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