

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

UNITED STATES OF AMERICA, )  
)  
Plaintiff, )  
)  
v. ) No. S1-4:14-CR-00248 CDP  
)  
SYLVESTER CALDWELL, )  
)  
Defendant. )

**GUILTY PLEA AGREEMENT**

Come now the parties and hereby agree, as follows:

**1. PARTIES:**

The parties are the defendant SYLVESTER CALDWELL, represented by defense counsel TRAVIS L. NOBLE, JR., and the United States of America (hereinafter "United States" or "Government"), represented by the Office of the United States Attorney for the Eastern District of Missouri. This agreement does not, and is not intended to, bind any governmental office or agency other than the United States Attorney for the Eastern District of Missouri. The Court is neither a party to nor bound by this agreement.

**2. GUILTY PLEA:**

Pursuant to Rule 11(c)(1)(A), Federal Rules of Criminal Procedure, in exchange for the defendant's voluntary plea of guilty to Counts 1 and 2 of the charge, the United States agrees that no further federal prosecution will be brought in this District relative to the defendant's commission of the crimes of attempted extortion from December 2013 through April 11, 2014, and extortion from February 2013 through September 2014, as set forth in the Superseding Indictment filed against Defendant in this matter, of which the Government is aware at this time.

In addition, the parties agree that the U.S. Sentencing Guidelines Total Offense Level analysis agreed to by the parties is the result of negotiation and led, in part, to the guilty plea. The parties further agree that neither party will request a sentence above or below the U.S. Sentencing Guidelines range (combination of Total Offense Level and Criminal History Category) ultimately determined by the Court pursuant to any chapter of the Guidelines and Title 18, United States Code, Section 3553.

**3. ELEMENTS:**

With respect to Count 1, the defendant admits to knowingly violating Title 18, United States Code, Section 1951, and admits there is a factual basis for the plea and further fully understands that the elements of the crime of Attempted Extortion are:

*One*, the defendant attempted to induce Eduard Shapshovich, the owner of a towing company, to part with property, specifically United States currency;

*Two*, the defendant voluntarily and intentionally did so by extortion -- that is, under color of official right; and

*Three*, the defendant's action would have affected interstate commerce had he been successful.

With respect to Count 2, the defendant admits to knowingly violating Title 18, United States Code, Section 1951, and admits there is a factual basis for the plea and further fully understands that the elements of the crime of Extortion are:

*One*, the defendant induced Mazen Samad, the owner of the Pine Lawn Market, to part with property;

*Two*, the defendant voluntarily and intentionally did so by extortion -- that is, through the

wrongful use of fear and under color of official right; and

*Three*, the defendant's action affected interstate commerce in some way or degree.

**4. FACTS:**

The parties agree that the facts in this case are as follows and that the government would prove these facts beyond a reasonable doubt if the case were to go to trial. These facts may be considered as relevant conduct pursuant to Section 1B1.3:

Count 1

From December 2013 through and including April 2014, special agents with the Federal Bureau of Investigation (“FBI”) were conducting an ongoing public corruption investigation into the activities of Defendant Sylvester Caldwell (“the defendant”), who was Mayor of the City of Pine Lawn, Missouri. As Mayor, the defendant exercised authority and control over which towing company provided the primary towing service for the City of Pine Lawn. During the public corruption investigation, Eduard Shapshovich, the owner of a towing company, who was cooperating with the FBI, met with the defendant on several occasions for the purpose of making cash payments to the defendant at the defendant’s request, in order to remain as the primary towing service for Pine Lawn.

On at least five occasions, the defendant met with Mr. Shapshovich at various locations within the Eastern District of Missouri and accepted cash payments which the defendant corruptly had requested from Mr. Shapshovich in exchange for continuing to direct Pine Lawn police officers to use Mr. Shapshovich’s towing service. These payments included the following:

December 20, 2013	\$300
December 30, 2013	\$200

January 16, 2014	\$300
February 21, 2014	\$500
March 27, 2014	\$300

At times, the defendant used coded language when requesting cash payments from Mr. Shapshovich. For example, the defendant commanded Mr. Shapshovich to place “green Mountain Dew in a cup,” at which time Mr. Shapshovich placed cash into a disposable cup and handed it to the defendant. In order to induce payments from Mr. Shapshovich, the defendant also threatened to, and sometimes did, direct Pine Lawn police officers to use a different towing company than Mr. Shapshovich’s company.

None of the foregoing cash payments were due the defendant or his office. Mr. Shapshovich’s towing company operated in and affected interstate commerce. Thus, the defendant’s actions had a probable and potential effect on interstate commerce.

#### Count 2

Mazen Samad owned and operated a convenience store located in the City of Pine Lawn, Missouri, which offered various goods and products for sale to customers (hereinafter “the Convenience Store”). Akram Samad was an employee at the Convenience Store. From in or before February 2013 through in or around September 2014, Defendant Sylvester Caldwell, in his capacity as Mayor of the City of Pine Lawn, corruptly requested numerous payments of money from the Convenience Store through Mazen Samad and Akram Samad (collectively “the Samads”). Defendant attempted to disguise the payments as donations to the City of Pine Lawn. The Samads paid the requested funds to defendant out of fear that defendant would make trouble for the Convenience Store if they refused. Defendant also caused the Samads to allow him to take goods from their business under color of official right and out of fear that they could suffer economic harm

to their business if they refused.

At times, the Samads paid defendant in cash. At other times, they paid defendant by way of money order, including but not limited to the following payments:

July 31, 2013	\$200
November 23, 2013	\$300
February 10, 2014	\$300
June 11, 2014	\$200

The payments came from the funds of the Convenience Store. Neither defendant, nor the City of Pine Lawn, nor any other person or entity was entitled to the payments. The Convenience Store operated in and affected interstate commerce. Thus, defendant's actions affected interstate commerce in some way or degree.

**5. STATUTORY PENALTIES:**

The defendant fully understands that the maximum possible penalty provided by law for the crimes to which the defendant is pleading guilty is imprisonment of not more than 20 years, a fine of not more than \$250,000, or both such imprisonment and fine. The Court may also impose a period of supervised release of not more than three years.

**6. U.S. SENTENCING GUIDELINES: 2013 MANUAL:**

The defendant understands that this offense is affected by the U.S. Sentencing Guidelines and the actual sentencing range is determined by both the Total Offense Level and the Criminal History Category. The parties agree that the following are the applicable U.S. Sentencing Guidelines Total Offense Level provisions.

**a. Chapter 2 Offense Conduct:**

**Base Offense Level:** The parties agree that the base offense level is *fourteen (14)* as found in Section 2C1.1(a)(1).

**Specific Offense Characteristics:** The parties agree that the following Specific Offense Characteristics apply: *Two (2) levels* should be added pursuant to Section 2C1.1(b)(1), because the offense involved more than one incident of extortion. *Four (4) levels* should be added pursuant to Section 2C1.1(b)(3), because “the offense involved an elected public official.”

**b. Chapter 3 Adjustments:**

**(1) Acceptance of Responsibility:** The parties recommend that *two (2) levels* should be deducted pursuant to Section 3E1.1(a), because the defendant has clearly demonstrated acceptance of responsibility. The parties agree that the defendant's eligibility for this deduction is based upon information presently known. If subsequent to the taking of the guilty plea the government receives new evidence of statements or conduct by the defendant which it believes are inconsistent with defendant's eligibility for this deduction, the government may present said evidence to the court, and argue that the defendant should not receive all or part of the deduction pursuant to Section 3E1.1, without violating the plea agreement.

**(2) Other Adjustments:** None.

**c. Estimated Total Offense Level:** The parties estimate that the Total Offense Level is *eighteen (18)*.

**d. Criminal History:** The determination of the defendant's Criminal History Category shall be left to the Court. Either party may challenge, before and at sentencing, the finding of the Presentence Report as to the defendant's criminal history and the applicable category. The defendant's criminal history is known to the defendant and is substantially available in the

Pretrial Services Report.

**e. Effect of Parties' U.S. Sentencing Guidelines Analysis:** The parties agree that the Court is not bound by the Guidelines analysis agreed to herein. The parties may not have foreseen all applicable Guidelines. The Court may, in its discretion, apply or not apply any Guideline despite the agreement herein and the parties shall not be permitted to withdraw from the plea agreement.

**7. WAIVER OF APPEAL AND POST-CONVICTION RIGHTS:**

**a. Appeal:** The defendant has been fully apprised by defense counsel of the defendant's rights concerning appeal and fully understands the right to appeal the sentence under Title 18, United States Code, Section 3742.

**(1) Non-Sentencing Issues:** The parties waive all rights to appeal all non-jurisdictional, non-sentencing issues, including, but not limited to, any issues relating to pretrial motions, discovery and the guilty plea.

**(2) Sentencing Issues:** In the event the Court accepts the plea, accepts the U.S. Sentencing Guidelines recommendations agreed to herein, and, after determining a Sentencing Guidelines range, sentences the defendant within or below that range, then, as part of this agreement, the defendant hereby waives all rights to appeal all sentencing issues other than Criminal History. Similarly, the Government hereby waives all rights to appeal all sentencing issues other than Criminal History, provided the Court accepts the plea and the agreed Guidelines recommendations and sentences the defendant within or above that range.

**b. Habeas Corpus:** The defendant agrees to waive all rights to contest the conviction or sentence in any post-conviction proceeding, including one pursuant to Title 28, United States Code, Section 2255, except for claims of prosecutorial misconduct or ineffective assistance of

counsel.

**c. Right to Records:** The defendant waives all rights, whether asserted directly or by a representative, to request from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 522, or the Privacy Act, Title 5, United States Code, Section 552(a).

**8. OTHER:**

**a. Disclosures Required by the United States Probation Office:** The defendant agrees to truthfully complete and sign forms as required by the United States Probation Office prior to sentencing and consents to the release of these forms and any supporting documentation by the United States Probation Office to the government.

**b. Civil or Administrative Actions not Barred; Effect on Other Governmental Agencies:**

Nothing contained herein limits the rights and authority of the United States to take any civil, tax, immigration/deportation or administrative action against the defendant.

**c. Supervised Release:** Pursuant to any supervised release term, the Court will impose standard conditions upon the defendant and may impose special conditions related to the crime defendant committed. These conditions will be restrictions on the defendant to which the defendant will be required to adhere. Violation of the conditions of supervised release resulting in revocation may require the defendant to serve a term of imprisonment equal to the length of the term of supervised release, but not greater than the term set forth in Title 18, United States Code, Section 3583(e)(3), without credit for the time served after release. The defendant understands that parole has been abolished



**d. Mandatory Special Assessment:** This offense is subject to the provisions of the Criminal Fines Improvement Act of 1987 and the Court is required to impose a mandatory special assessment of \$100 per count for a total of \$200, which the defendant agrees to pay at the time of sentencing. Money paid by the defendant toward any restitution or fine imposed by the Court shall be first used to pay any unpaid mandatory special assessment.

**e. Possibility of Detention:** The defendant may be subject to immediate detention pursuant to the provisions of Title 18, United States Code, Section 3143.

**f. Fines, Restitution and Costs of Incarceration and Supervision:** The Court may impose a fine, restitution (in addition to any penalty authorized by law), costs of incarceration and costs of supervision. The defendant agrees that any fine or restitution imposed by the Court will be due and payable immediately. Pursuant to Title 18, United States Code, Section 3663A, an order of restitution is mandatory for all crimes listed in Section 3663A(c). Regardless of the Count of conviction, the amount of mandatory restitution imposed shall include all amounts allowed by Section 3663A(b) and the amount of loss agreed to by the parties, including all relevant conduct loss. The defendant agrees to provide full restitution to all victims of all charges in the indictment.

## **9. ACKNOWLEDGMENT AND WAIVER OF THE DEFENDANT'S RIGHTS:**

In pleading guilty, the defendant acknowledges, fully understands and hereby waives his rights, including but not limited to: the right to plead not guilty to the charges; the right to be tried by a jury in a public and speedy trial; the right to file pretrial motions, including motions to suppress or exclude evidence; the right at such trial to a presumption of innocence; the right to require the government to prove the elements of the offenses charged against the defendant beyond a reasonable doubt; the right not to testify; the right not to present any evidence; the right to be protected from compelled self-incrimination; the right at trial to confront and cross-examine adverse witnesses; the right to testify and present evidence and the right to compel the attendance of witnesses. The defendant further understands that by this guilty plea, the defendant expressly waives all the rights set forth in this paragraph.

The defendant fully understands that the defendant has the right to be represented by counsel, and if necessary, to have the Court appoint counsel at trial and at every other stage of the proceeding. The defendant's counsel has explained these rights and the consequences of the waiver of these rights. The defendant fully understands that, as a result of the guilty plea, no trial will, in fact, occur and that the only action remaining to be taken in this case is the imposition of the sentence.

The defendant is fully satisfied with the representation received from defense counsel. The defendant has reviewed the government's evidence and discussed the government's case and all possible defenses and defense witnesses with defense counsel. Defense counsel has completely and satisfactorily explored all areas which the defendant has requested relative to the government's case and any defenses.

**10. VOLUNTARY NATURE OF THE GUILTY PLEA AND PLEA AGREEMENT:**

This document constitutes the entire agreement between the defendant and the government, and no other promises or inducements have been made, directly or indirectly, by any agent of the government, including any Department of Justice attorney, concerning any plea to be entered in this case. In addition, the defendant states that no person has, directly or indirectly, threatened or coerced the defendant to do or refrain from doing anything in connection with any aspect of this case, including entering a plea of guilty.

The defendant acknowledges having voluntarily entered into both the plea agreement and the guilty plea. The defendant further acknowledges that this guilty plea is made of the defendant's own free will and that the defendant is, in fact, guilty.

**11. CONSEQUENCES OF POST-PLEA MISCONDUCT:**

After pleading guilty and before sentencing, if defendant commits any crime, other than minor traffic offenses, violates any condition of release that results in revocation, violates any term of this guilty plea agreement, intentionally provides misleading, incomplete or untruthful information to the U.S. Probation Office or fails to appear for sentencing, the United States, at its option, may be released from its obligations under this agreement. The Government may also, in its discretion, proceed with this agreement and may advocate for any sentencing position supported by the facts, including but not limited to obstruction of justice and denial of acceptance of responsibility.

**12. NO RIGHT TO WITHDRAW GUILTY PLEA:**

Pursuant to Rule 11(c) and (d), Federal Rules of Criminal Procedure, the defendant understands that there will be no right to withdraw the plea entered under this agreement, except where the Court rejects those portions of the plea agreement which deal with charges the government agrees to dismiss or not to bring.

_____ Date	_____ REGINALD L. HARRIS, Mo. #48939 Assistant United States Attorney 111 South 10th Street, Room 20.333 St. Louis, Missouri 63102 (314) 539-2200
---------------	--

_____ Date	_____ SYLVESTER CALDWELL Defendant
---------------	--

_____ Date	_____ TRAVIS L. NOBLE, JR. Attorney for Defendant 8000 Maryland Avenue, Suite 350 Clayton, Missouri 63105 (314) 721-6040
---------------	---