

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA,)	CASE NO.: 3:21 CR 157
)	
Plaintiff,)	JUDGE JEFFREY J. HELMICK
)	
v.)	
)	
SIR MAEJOR PAGE,)	<u>GOVERNMENT’S SENTENCING</u>
)	<u>MEMORANDUM</u>
Defendant.)	

The United States of America, by and through its counsel, Rebecca C. Lutzko, United States Attorney, and Robert Melching and Gene Crawford, Assistant U.S. Attorneys, respectfully submits the following sentencing memorandum.

I. Introduction

On April 12, 2024, a trial jury seated in this Court returned verdicts finding Defendant Sir Maejor Page guilty of all four counts in the Indictment: Wire Fraud (Count 1), Concealment Money Laundering (Count 2), and Monetary Transaction Money Laundering (Counts 3 and 4). (R. 132, Jury Verdict, PageID #: 3093-96). As correctly noted in the Final PSR, Defendant now faces a guideline range of 87-to-108 months. Considering the factors enumerated in Title 18, United States Code, Section 3553(a), this Court should impose a sentence sufficient, but not greater than necessary: in Defendant’s case, a mid-guideline sentence of 97 months in prison, as well as appropriate restitution and fines.

II. Background

This Court presided over the trial and is familiar with the facts of the case, which are also detailed in the PSR.

In summary, Defendant Sir Maejor Page, in a scheme driven by self-aggrandizement and self-satisfaction, inserted himself between actual social justice organizations and well-meaning donors, and misdirected donated funds away from activism, and towards himself. Defendant did so in order to purchase luxury clothing, meals, drinks at bars and nightclubs, a house, firearms, and a prostitute, all for himself. In order to protect this scheme, Defendant lied to, and otherwise misled, members of his social justice organizations, and threatened anyone who questioned his methods with physical and/or reputational harm. As a result of his violations, thousands of donors lost money, true social justice organizations lost contributions, and innocent people who had the poor luck of interacting with Defendant lost their sense of safety in the community. Throughout, Defendant stubbornly denied and obfuscated his conduct, continuing through his testimony at trial, where he intentionally sought to mislead the jury.

III. Guideline Calculation

Defendant’s Final PSR properly calculated a guideline term of 87-to-108 months of imprisonment, arising from an offense level 29, as follows:

U.S.S.G. § 2B1.1 – Offenses Involving Fraud or Deceit		
Base Offense Level	7	§ 2B1.1(a)(1)
Special Offense Characteristics: Loss more than \$250,000	+12	§ 2B1.1(b)(1)(G)
Special Offense Characteristics: Offense involved ten or more victims	+2	§ 2B1.1(b)(2)(A)(i)
Special Offense Characteristics: Offense involved a misrepresentation that the defendant was acting on behalf of a charitable or political organization	+2	§ 2B1.1(b)(9)(A)
Special Offense Characteristics: Offense involved possession of a firearm in connection with the offense	+2	§ 2B1.1(b)(16)(B)
Special Offense Characteristics: Defendant convicted of 18 U.S.C. § 1956	+2	§ 2S1.1(b)(2)(B)
Obstruction of Justice	+2	§ 3C1.1
Final Offense Level	29	

(R. 155, Final PSR, PageID #: 4272-73).¹ Defendant effectively objects to every enhancement except for base offense level (§ 2B1.1(a)(1)) and use of money laundering (§ 2S1.1(b)(2)(B)).

(R. 155, Final PSR, PageID #: 4293-4300). As detailed below, each of these enhancements properly apply in this case.

a) § 2B1.1(b)(1)(G) -- Loss Amount Over \$250,000 (Defendant's Objections to ¶14, ¶22, and ¶28)

The Application Notes to U.S.S.G. § 2B1.1 state that for U.S.S.G. § 2B1.1(b)(1) in general, loss is the greater of actual loss or intended loss where actual loss is the “reasonably foreseeable pecuniary harm that resulted from the offense” and intended loss is the “pecuniary harm that the defendant purposely sought to inflict” including that which was “impossible or unlikely to occur.” U.S.S.G. § 2B1.1 cmt. n.3(A)(i)-(ii). Victim after victim testified at Defendant’s trial that they had no intention of donating to Defendant’s ‘organization,’ which was falsely styled as Black Lives Matter of Greater Atlanta (BLMGA). That is, the donations were received under false pretenses. There were no ‘voluntary contributions’ to BLMGA, as BLMGA was not what donors believed it to be. Furthermore, participants even in Defendant’s Toledo-based organization (High Frequency Ohio, a supposed wholly-owned subsidiary of BLMGA) testified that Defendant did not spend any funds on movement related purposes – in fact, those other participants, who received no funding from BLMGA, spent their own personal funds on protest-related supplies.

¹ The Final PSR omitted the § 2S1.1(b)(3) sophisticated laundering enhancement contained in the Initial PSR. (R. 152, Initial PSR, PageID #: 4240-42). Officer Stockton indicated to the undersigned that his office made the decision to remove the sophisticated means enhancement based on the facts of the case after consultation with a colleague. While the Government believes the reasoning articulated in the Initial PSR supports the sophisticated laundering enhancement under the language of the guideline, the Government does not advocate for it here.

In other portions of his objections, Defendant continues to stand by his position – rejected by the jury – that his personal purchases, largely in Toledo, somehow benefited the Black Lives Matter movement in Atlanta that victims intended to donate to. These objections effectively claim credits against loss under § 2B1.1. Mr. Page bears the burden of proving credits against loss, United States v. Reid, 764 F.3d 528, 534 (6th Cir. 2014), and it seems that burden should be greater than a one-sentence assertion that certain expenditures were for legitimate purposes.

The evidence at trial, on the contrary, tended to show the opposite. The Government submitted records of Defendant’s prolific expenditures to the jury, as well as specific evidence regarding Defendant’s hotel stays, furniture purchases, prostitute spending, and clothing and grocery expenditures. Defendant’s position at trial was that this extravagant spending was somehow “movement related.” Whether the Glenwood house was related to civil rights work or just a way for Defendant to purchase a personal residence with other peoples’ money was a central theme at trial -- a trial Defendant decisively lost. The Glenwood ‘Community House,’ just like Defendant’s other personal spending, was a sham, and any expenditures related to it should not be credited to Defendant.

As regards Defendant’s continued complaints about the house fire and the fact that the United States seized remaining donor funds before Defendant could waste them, Defendant misses the point. There are no loss ‘rebates’ because Defendant could have cashed in this, or refunded that, after he was arrested, charged, or convicted. U.S.S.G. § 2B1.1, Application Note 3(E)(i) (only amounts returned before the offense was detected should be offset). Furthermore, post-investigation repayment is an issue for restitution, not loss. As regards loss, the total amount donated to BLMGA under fraudulent pretenses was “the reasonably foreseeable pecuniary harm that resulted” from Defendant’s illegal conduct. That amount is properly calculated in the PSR.

b) § 2B1.1(b)(2)(A)(i) – Offense Involved Ten or More Victims (Defendant’s Objection to ¶29)

Application Note 1 to § 2B1.1 states that, “‘Victim’ means (A) any person who sustained any part of the actual loss...” It is uncontested that over 10 -- in fact, many more -- individuals donated to Defendant’s BLMGA account. Six of those victims testified in Defendant’s trial. Despite being from different backgrounds and areas throughout the country, the testifying victims offered a generally uniform account of how they were tricked: they believed: (a) they were donating to a legitimate Black Lives Matter foundation, (b) the funds would go towards protest activities in Atlanta, and (c) the funds would *not* be redirected to some wholly owned subsidiary in Toledo, Ohio. Indeed, Defendant cultivated these beliefs, sending messages such as the below to potential donors:

Author Black Lives Matter of Greater Atlanta (Facebook: 1556124014680200)
Sent 2020-06-11 17:24:07 UTC
Body Funds will be used to service the most needed areas

Author [REDACTED] (Facebook: [REDACTED])
Sent 2020-06-11 17:25:27 UTC
Body Okay, I'm happy to hear that, but that does seem like a blanket explanation. Could you be more specific about where the money will end up?

Author Black Lives Matter of Greater Atlanta (Facebook: 1556124014680200)
Sent 2020-06-12 11:32:12 UTC
Body It will be used to water, snacks, walkie talkies etc

Author [REDACTED] (Facebook: [REDACTED])
Sent 2020-06-02 18:51:22 UTC
Body Hello?!?!?!?!?!?!?!!

Author [REDACTED] (Facebook: [REDACTED])
Sent 2020-06-02 18:51:31 UTC
Body I saw that you saw my message

Author Black Lives Matter of Greater Atlanta (Facebook: 1556124014680200)
Sent 2020-06-03 12:28:01 UTC
Body All funds will be used to fight for george floyd

All of the testifying victims were dismayed to learn that their funds had instead been redirected to a personal house and firearms in Toledo. The testifying victims strongly testified that they each sustained a loss.

However, Defendant now baldly claims in his objection that his victims (presumably excluding the six who explicitly testified otherwise) “happily” donated to his fraudulent scheme. Trial Exhibit 29 lists approximately 18,719 donations to BLMGA. Defendant appears to argue that less than 4 of those remaining donors were misled. This is preposterous, especially in light of the jury’s verdicts.

And to be sure, Defendant offered no support for this proposition at trial, and no support in his objection. “A defendant cannot show that a PSR is inaccurate by simply denying the PSR’s truth. Instead, beyond such a bare denial, he must produce some evidence that calls the reliability or correctness of the alleged facts into question.” United States v. Zundel, 557 F. App’x 499, 503 (6th Cir. 2014) (quoting United States v. Lang, 333 F.3d 678 (6th Cir. 2003) in the context of 2B1.1(b)(2)(A)(i)). The Government’s evidentiary burden is not triggered until a defendant “produce[s] some evidence that calls the reliability or correctness of the alleged facts into

question” that is more than a ‘bare denial.’” United States v. Poulsen, 655 F.3d 492, 513 (6th Cir. 2011), quoting Lang, 333 F.3d at 681. Defendant has done nothing approaching that here.

c) § 2B1.1(b)(9)(A) – Offense Involved a Misrepresentation that Defendant was Acting on Behalf of a Charity (Defendant’s Objection to ¶30)

The evidence at trial showed that Defendant’s entire scheme was premised on acting as a charity, but actually using funds intended for that charity for his own enrichment. Defendant’s continued objection that this false was somehow legitimate was his position at trial. It was roundly rejected by the jury and Defendant was found guilty on all counts.

d) § 2B1.1(b)(16)(B) -- Offense Involved Possession of a Firearm in Connection with the Offense (Defendant’s Objection to ¶31)

The testimony at trial established that Defendant used thousands of dollars in funds obtained under false pretenses to purchase firearms such as an assault rifle with a drum magazine. He did so by moving donations from a BLMGA account to a shell account to obscure the origin of the funds. This was an intentional act executed after Defendant told Attorney Hasson that Defendant wanted firearms for protection at rallies, and Attorney Hasson clearly advised Defendant that this was not a charitable purpose. Undeterred, Defendant simply disguised the source of the funds and then used the firearms to store value he obtained from victim proceeds in defiance of legal counsel. Meanwhile, victim after victim at Defendant’s trial uniformly testified that they never intended their donations to BLMGA to go towards firearm purchases in Toledo.

What’s more, Defendant positioned those firearms around his newly-purchased house – a house that he also purchased with victim funds. He positioned the weapons for good reason, as Defendant used firearms in furtherance of his so-called ‘activist’ activities. Members of the community testified that Defendant used ominous threats against anyone who dared challenge

his so-called activism. Defendant in fact sought to portray himself as someone contemplating using deadly force -- notably, during cross-examination of Defendant, a video was played where Defendant threatened “Paddy” Murphy with a loaded firearm.

Taken together, the assault rifles and pistol that Defendant purchased using laundered proceeds obtained from the offense -- and indeed, in order to threaten and/or protect himself from anyone who challenged his continued commitment of the offense -- indeed constituted “possession of a dangerous weapon (including a firearm) in connection with the offense,” such that an enhancement is appropriate.

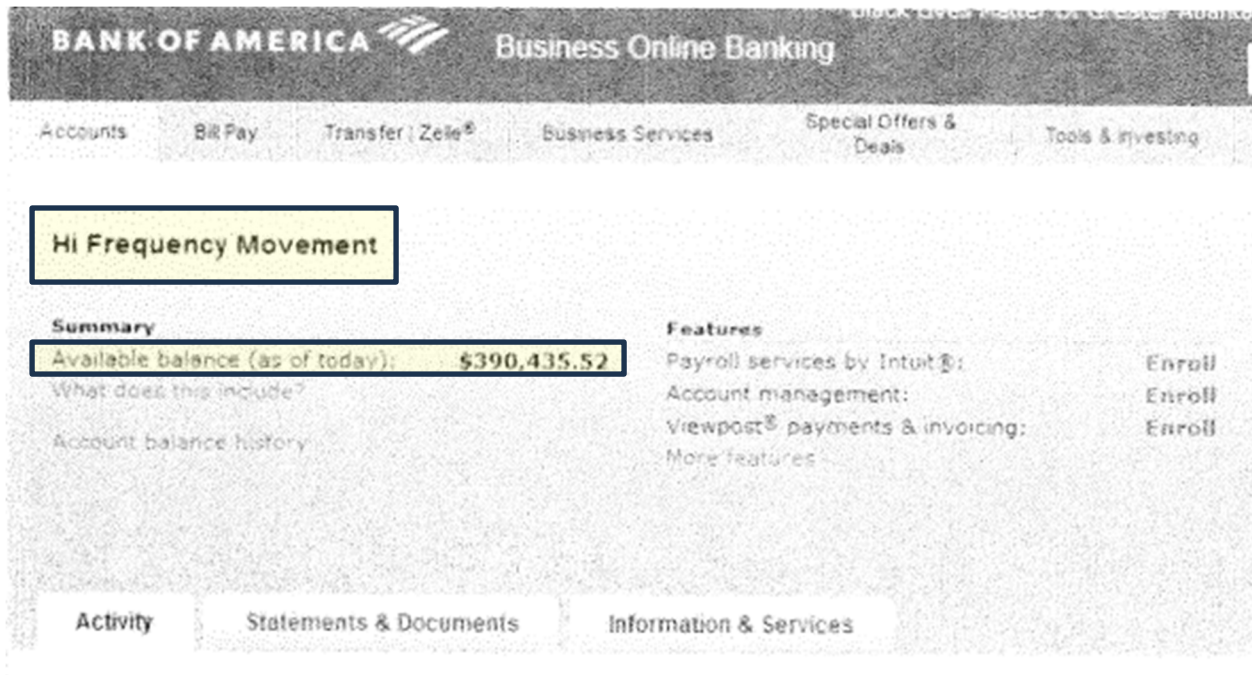
e) § 3C1.1 -- Obstruction of Justice (Defendant’s Objection to ¶17, ¶23, and ¶36)

Defendant’s testimony regarding his contact with Attorney Hasson was demonstrably, and intentionally, false, as is the substance of his objection to an obstruction enhancement.

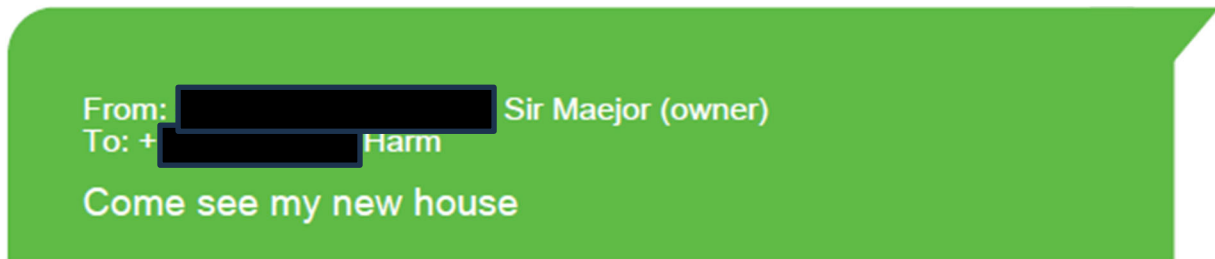
At trial, the Government presented evidence that the original closing date for the Glenwood house was August 7, 2020. (Exhibit A, p. 2). Prior to deposition and trial, Attorney Hasson prepared and provided a comprehensive chronology of his interactions with Defendant, and specifically noted that August 7, 2020, was his earliest interaction with Defendant. (Exhibit B). During a deposition held before trial, Attorney Hasson testified that August 7, 2020, was the first day he was contacted by Defendant. (Exhibit C, p. 1-2). At trial, Attorney Hasson testified under oath that his first contact with Defendant was initiated shortly before or after an email he received during the afternoon of August 7, 2020. (Exhibit D, p. 1). Both Hasson’s and Defendant’s language in the email also indicated that it was part of an introductory conversation. (Exhibit E, p. 1-2).

With this timeline and corroborative evidence established, the Government’s case at trial demonstrated to the jury that Defendant clearly did not decide to buy the house in reliance on

legal advice as he only contacted a lawyer on the day he was set to close on the house. Defendant's intent was additionally established by his insistence that sale participants engage in a nondisclosure agreement, as well as his manipulation of a bank record to make it appear that the funds for the house came from HFO rather than BLMGA:



As well as his own words, where Defendant consistently referred to the house as a personal purchase:



From: [REDACTED] (owner)
To: + [REDACTED] Harm

Almost like a mansion

From: [REDACTED] (owner)
To: [REDACTED] Harm

I just bought my house today - I paid over 100K just now

From: [REDACTED] (owner)
To: + [REDACTED] Harm

I got my own house three floors

And to another female, where Defendant referred to the house as a purchase he made after he “won the lottery,” an apparent reference to the influx of funds following George Floyd’s death:

From: [REDACTED] Sir Maejor (owner)
To: [REDACTED] victoria [REDACTED]

I won the lottery

From: [REDACTED] Sir Maejor (owner)
To: [REDACTED] victoria [REDACTED]

And bought a big ass cribo

From: [REDACTED] Sir Maeior (owner)
To: [REDACTED] victoria [REDACTED]

This house is huge

From: [REDACTED] Sir Maeior (owner)
To: [REDACTED] victoria [REDACTED]

I have a beautiful house bring renovated as we speak

Defendant had a problem. So, having heard the Government's case-in-chief, Defendant elected to testify in a desperate bid to preserve his good faith defense by falsely portraying the house purchase as initiated on the advice of legal counsel. Defendant testified without corroboration that he had "multiple conversations in July" with Attorney Hasson, "weeks before" the closing. (Exhibit F, p. 1). This was a blatant lie that flew in contrast to every contemporaneous record. Defendant also made the inexplicable statement that he sent the introduction email to Hasson well into their relationship, with the odd apparent explanation that "Jim Hasson," who otherwise offered meticulous and technical testimony, "is an older guy." (Exhibit F, p. 2). These statements under oath were material lies knowingly submitted by Defendant in order to support a good faith defense that had eroded under his feet.

Defendant's further objection, tantamount to speculation, that perhaps Defendant was referring to another attorney when he testified that he consulted with Attorney Hasson during the month before the closing is explicitly belied by his testimony. Defendant's false testimony was specifically regarding Attorney Hasson (Exhibit F, p. 1-2; R. 147, PageID #: 4046-47), and it was explicitly offered for the purpose of misleading the jury regarding a material fact. Likewise, Defendant's arguments regarding the delay of closing are misleading. After Defendant tried to

cover his tracks by consulting with attorneys, he did in fact delay the closing. However, both Attorney Hasson and Attorney Jackson testified that they provided legal advice based on inaccurate information provided by Defendant. Defendant always intended to buy the Glenwood house for himself, and he only sought to employ the falsely informed attorneys as a cover. Going further, those attorneys testified that Defendant failed to even follow the advice he received.

IV. Sentencing Recommendation

As discussed above and in the PSR, the nature and circumstances of the offense are serious. In particular, the harms associated with this case are uniquely widespread. Defendant took money from well-meaning donors throughout the country by use of deception. He robbed fledgling social justice movements of donations. In an ironic twist, Defendant even withheld funding from his “wholly owned subsidiary” organization here in Toledo, and caused its members to spend their own modest funds for protest supplies. And jarringly, Defendant used threats of violence and reputational harm to threaten anyone who stood in the way of him or his scheme.

This is not a normal case. Defendant showed a blatant disrespect for the law, as well as the supporters of the movement for which he casts himself as an advocate. Defendant violated the trust of the movement when it was in its infancy and most vulnerable. During the course of his conduct, and later during his trial, Defendant further disrespected the law by stubbornly lying about his acts. This conduct must be deterred. In order to promote respect for the law, provide just punishment, and protect the public, the United States respectfully asks that this Court impose sentence that will effectuate deterrence in the future, both to Defendant and the community writ large: in this case, a mid-guideline sentence of 97 months in prison.

V. Conclusion

For the above reasons, the Court should sentence Defendant to a term of 97 months imprisonment, as well as restitution, fines, and restitution, as appropriate.

Respectfully submitted,

REBECCA C. LUTZKO
United States Attorney

By: /s/ Gene Crawford

/s/ Robert Melching

Gene Crawford (OH: 0076280)
Robert N. Melching (MI: P80488)
Assistant United States Attorneys
Four Seagate, Suite 308
Toledo, OH 43604
(419) 259-6376
(419) 259-6360 (facsimile)
Gene.Crawford@usdoj.gov
Robert.Melching@usdoj.gov



RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

Form approved by the Northwest Ohio REALTORS® and the Toledo Bar Association. This is a legal Agreement. It is recommended that both parties secure the services of an attorney.

PURCHASER(S): HI Frequency Ohio - Sarah Driftmeyer

SELLING AGENT/BROKER: Michael Hunyor iLink Real Estate Co.

Phone/E-mail: [REDACTED]

SELLER(S): _____

LISTING BROKER/AGENT: Key Realty LTD John Meyers

Phone/E-mail: [REDACTED]

1. OFFER. The undersigned purchaser(s) ("Purchaser") offers to buy from the owner(s) ("Seller") the property described below ("Property") on the terms contained in this offer ("Offer"). Upon delivery of the executed acceptance ("Acceptance"), this Offer shall become a legally binding contract ("Agreement").

2. PROPERTY 2057 Glenwood Ave, 2104 Maplewood Toledo, OH 43620 LUCAS OH 43620
Street Address City, Village, Township County State Zip
Parcel I.D.#1630141, 1630091

Legally described as: WOODRUFFS & ANDERSONS ADDN LOT 45 N 46 FT, WOODRUFFS & ANDERSONS ADDN LOT 34

The Property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures, including without limitation, all of the following as are NOW on the Property: electrical, heating, cooling, plumbing, bathroom mirrors and fixtures, awnings, screens, storm windows and doors, landscaping, disposals, TV antennas, built-in electronics wiring, ceiling fans, smoke alarms, security systems, doorbells, thermostats, garage door openers and controls, attached carpeting, and any of the following items that are checked:

- washing machine and clothes dryer
- existing fireplace equipment
- ranges / ovens
- microwave ovens
- kitchen refrigerators;
- dishwashers
- window air conditioners
- other appliances _____
- water softeners
- all existing window treatments
- satellite TV reception systems
- wall mounted TV(s)
- affixed gas/oil tanks not including fuel therein unless otherwise agreed by the parties;

NOT Included: _____

3. PRICE. The Purchase Price shall be \$112,000 payable at Closing in cash, certified funds or wire transfer in immediately available funds.

4. EARNEST MONEY. Purchaser has paid or shall pay earnest money to Greater Metro Title/ACT, which earnest money shall be applied toward the Purchase Price at Closing, in the amount of \$1000:
 with this Offer (to be deposited in trust account upon Acceptance).
 within three (3) days of Acceptance (to be deposited in trust account upon receipt).

5. FINANCING. This Agreement is not is conditioned on Purchaser securing Conventional FHA VA Other cash _____ (if Other is selected, write in type of loan) financing within 30 days after Acceptance or until 08/07/2020 (the "Financing Contingency Period"). If this Agreement is conditioned upon financing and the number of days and date fields in the preceding sentence is left blank, the Financing Contingency Period is thirty (30) days from the date of Acceptance. Purchaser shall pursue such loan in good faith and with reasonable diligence. If a final clear to close for the financing cannot be obtained by Purchaser during the Financing Contingency Period, either party may terminate this Agreement by delivering written notice of termination to the other within three (3) days after the expiration of the Financing Contingency Period and the termination procedures of Paragraph 23 shall apply. If FHA or VA is selected, the following additional terms shall apply: (a) Seller may be required to pay certain fees on behalf of the Purchaser, and Seller may request information concerning these fees from the Purchaser's lender; and (b) the parties agree to execute any documents reasonably required by Purchaser's lender, FHA or VA in connection with Purchaser's FHA or VA loan, including but not limited to the FHA/VA amendatory clause and certifications as same may be amended.



Purchaser's Initials HD Seller's Initials B SS
07/21/20 2:58 PM PDT

6. **SELLER CONCESSIONS.** Seller shall pay an amount not to exceed \$3,080 or 2.75 % of the Purchase Price at Closing, toward Purchaser's loan closing fees, prepaid expenses, and/or other closing costs required by this Agreement to be paid by Purchaser or which are ordinarily deemed a purchaser's expense.

7. **CLOSING AND POSSESSION.** Closing shall be held on or before 08/07/2020 ("Closing"), unless extended as provided in this Agreement or by written mutual consent. Possession shall be granted at Closing days after Closing at A.M. P.M. (in accordance with the terms and conditions of the parties' Post-Closing Possession Addendum, if any), subject to rights of tenants, if any, listed in Paragraph 31 or in the Leased Property Addendum. If the Property is located in Lucas County, real estate taxes and assessments, both general and special, shall be pro-rated in accordance with the "due and payable" method according to Lucas County Custom. If the Property is located outside Lucas County, real estate taxes and assessments, both general and special, shall be pro-rated in accordance with the due and payable method or lien method. If no method is specified, the proration shall be in accordance with the lien method. The parties hereby expressly authorize any lender and/or closing agent to provide the parties' brokers, agents and attorneys with the closing settlement statement for review in advance of Closing.

8. **INSPECTIONS.** Purchaser, at Purchaser's expense, shall have the right until the later of 14 days after Acceptance or until 07/31/2020 ("Inspection Period") to obtain inspections of the Property. Purchaser is encouraged to obtain such inspections and is advised that inspections required by FHA, VA or lenders do not necessarily eliminate the need for other inspections. Items specifically disclosed in this Agreement and in the Residential Property Disclosure Form remain subject to Purchaser's inspection rights. During the Inspection Period, Purchaser and Purchaser's inspectors and contractors shall be permitted access to the Property at reasonable times and upon reasonable advance notice to Seller. Purchaser shall be responsible for any damage to the Property caused by Purchaser or Purchaser's inspectors or contractors during such inspections. Purchaser may make a final "walk through" inspection of the Property within three (3) days prior to Closing to assure that the condition of the Property has not been materially changed. The results of Purchaser's inspections pursuant to this Paragraph 8 are subject to the satisfaction of the Purchaser.

In the event Purchaser is not satisfied with the results of the inspections, Purchaser shall notify Seller in writing before the expiration of the Inspection Period, whereupon Purchaser and Seller shall have a period of five (5) days after receipt of such written notice of dissatisfaction to agree upon a remedy satisfactory to Purchaser (the "Remediation Period"). Purchaser shall have the right to terminate this Agreement by providing written notice to Seller at any time prior to the earlier of: (i) the expiration of the Remediation Period; or (ii) the parties' written agreement for a remedy to all unsatisfactory conditions or waiver thereof. Upon termination as provided in this Paragraph 8, the termination procedures of Paragraph 23 shall apply. **If the parties fail to reach a written agreement for a remedy to all unsatisfactory conditions or waiver thereof prior to the expiration of the Remediation Period, this Agreement shall automatically terminate.** If Purchaser and Seller agree to remedy an unsatisfactory condition of the Property, it is agreed that the remedy shall be performed in a good and workmanlike manner prior to Closing and is subject to the reasonable satisfaction of Purchaser.

IF PURCHASER FAILS TO NOTIFY SELLER IN WRITING BEFORE THE EXPIRATION OF THE INSPECTION PERIOD THAT PURCHASER IS NOT SATISFIED WITH THE RESULTS OF ITS INSPECTIONS, PURCHASER SHALL BE DEEMED TO BE SATISFIED WITH THE RESULTS OF ITS INSPECTIONS AND PURCHASER'S RIGHT OF TERMINATION SET FORTH ABOVE SHALL BE WAIVED.

9. **SEX OFFENDER AND VIOLENT OFFENDER REGISTRATION.** This Agreement is conditioned upon Purchaser's satisfaction with Purchaser's investigation of public records available pursuant to any applicable sex offender registration and/or notification laws and the sheriff's Violent Offender Database within five (5) days from Acceptance. In the event that Purchaser's investigation uncovers unsatisfactory information, Purchaser may terminate this Agreement prior to the expiration of the five (5) day investigation period and the termination procedures of Paragraph 23 shall apply.

10. **APPRAISAL.** This Agreement is conditioned upon the Property appraising by Purchaser's lender or an appraiser of Purchaser's choice at no less than the Purchase Price by the later of the expiration of the Financing Contingency Period or the Inspection Period. If no appraisal is obtained within the stated time period, this condition is waived and no longer a part of the Agreement. If the Property fails to appraise at or above the Purchase Price, Purchaser may terminate this Agreement prior to the expiration of the applicable time period and the termination procedures of Paragraph 23 shall apply.

11. **PROPERTY INSURANCE.** If homeowner's insurance cannot be obtained, or can be obtained only at a higher than standard rate due to the condition or claims history of the Property, then the Purchaser may terminate this Agreement by providing written notice to Seller by the later of the expiration of the Financing Contingency Period or the Inspection Period, and the termination procedures of Paragraph 23 shall apply.

CHRONOLOGY OF COMMUNICATIONS BETWEEN JAMES K. HASSON, JR., AND SIR MAEJOR PAGE PRIOR
TO CONTACT BY COUNSEL FOR MR. PAGE

<u>Date</u>	<u>Description</u>	<u>Tab</u>
8/7/20	Received copies of mission statement, Articles of Incorporation, Certificate of Incorporation and bylaws of Black Lives Matter of Greater Atlanta ("BLM"), and Determination Letter from Internal Revenue Service dated Aug 08, 2017 by email from an individual self-identified as "Sir Maejor."	1
8/7/20	Received email message requesting assistance for BLM from Sir Maejor Page, which contained an outlined of requested services.	2
8/7/20	Spoke with Sir Maejor by telephone and described for him the steps needed to reinstate BLM with the State of Georgia and Internal Revenue Service (IRS).	
8/7/20	Sir Maejor sent email requesting agreement and outline of services.	3
8/7/20	Followed up telephone call with email memo to Sir Maejor, summarizing conversation.	4
8/11/20	Sent email memo to Sir Maejor reminding him of information needed.	5
8/11/20	Sir Maejor responded by email, asking what information was needed.	6
8/12/20	Responded by email to Sir Maejor.	7
8/12/20	Sir Maejor responded by email, stating that he did not have the requested information.	8
8/12/20	Responded by email to Sir Maejor asking for source of information regarding revocation of status of BLM.	9
8/12/20	Sir Maejor responded that others had told him.	10
8/13/20	Responded to Sir Maejor email and requested names, addresses and jobs of officers and governing board members.	11
8/13/20	Obtained copies from IRS and Georgia Secretary of State websites regarding BLM and advised Sir Maejor by email of immediate (next day) action needed.	12
8/13/20	Sir Maejor responded by email with a request to proceed with filings with State of Georgia and IRS.	13
8/13/20	Discussed status of BLM with Sir Maejor by telephone and outline steps needed for reinstatement.	
8/13/20	Sent copy of Georgia dissolution by email to Sir Maejor and requested information for refiling.	14
8/13/20	Worked with office personnel on means for payment by BLM of filing fees for State of Georgia.	15

8/13/20	Had assistant Jas Barr speak to Sir Maejor to obtain information needed for reinstatement of BLM in Georgia and to obtain information regarding past contributions to BLM.	16
8/13/20	Reviewed memorandum from assistant Jas Barr of information provided to her by Sir Maejor.	17
8/13/20	Spoke by telephone with Sir Maejor and accountants at Fusion CPAs regarding information needed for reinstatement with IRS.	18
8/13/20	Prepared engagement letter for BLM, consent to naming of officers, and engagement letter for accounting firm Fusion CPAs.	19
8/13/20	Asked Sir Maejor to have directors of BLM appoint myself (JKH) as Assistant Secretary of BLM for purposes of filing documents with Secretary of State of Georgia and IRS.	
8/13/20	Sent email memo to Sir Maejor asking whether JKH had been appointed as Assistant Secretary by directors.	20
8/13/20	Obtained copy of Articles of Incorporation for BLM from website of Georgia Secretary of State and noted absence in them of provisions required by IRS and the consequent need to amend.	21
8/13/20	Requested additional corporate information from Sir Maejor by email.	22
8/13/20	Electronically filed reinstatement document for BLM with Georgia Secretary of State and notified Sir Maejor.	23
8/14/20	Received email from Sir Maejor providing additional information regarding BLM and noted that he sent a copy to Danielle Palmer of Fusion CPA firm.	24
8/14/20	Repeated request by email to Sir Maejor for additional documents and information.	25
8/14/20	Prepared and reviewed draft IRS Forms 2848 Power of Attorney and 1023 Application.	26
8/14/20	Received BLM bylaws, mission statement and other corporate documents by email from Sir Maejor (still unsigned).	27
8/14/20	Noted reference to Hi-Frequency in memo from Fusion CPAs to Sir Maejor and sent email to Sir Maejor questioning involvement of BLM with Hi-Frequency.	28
8/14/20	Discussed involvement of HI-Frequency with BLM by telephone with Sir Maejor.	
8/14/20	Participated in telephone call with Sir Maejor to discuss filings.	29
8/14/20	Drafted Articles of Amendment to Articles of Incorporation for BLM.	30
8/14/20	Coordinated means for filing of Articles of Amendment with Georgia Secretary of State.	31
8/14/20	Reviewed financial information sent by Sir Maejor and sent questions regarding BLM's expenditures by email to Sir Maejor.	32

8/14/20	Received signed Form 2848 from Sir Maejor.	33
8/14/20	Advised Sir Maejor of payments needed for IRS and Secretary of State.	34
8/14/20	Assistant Jas Barr requested that Sir Maejor obtain notarization of his signature on Reinstatement.	35
8/14/20	Received notification of rejection of Articles of Amendment from Georgia Secretary of State and addressed issues by asking Sir Maejor to refile (at cost of second \$500 filing fee).	36
8/14/20	Sir Maejor advised by email of refiling of reinstatement with Georgia Secretary of State.	37
8/17/20	Followed up by email with Sir Maejor regarding signature of engagement letter for BLM.	38
8/17/20	Contacted Office of Georgia Secretary of State to obtain confirmation of reinstatement of BLM.	39
8/17/20	Received another rejection from Office of Georgia Secretary of State; contacted Sir Maejor by email asking him to contact Georgia Secretary of State.	40
8/17/20	Prepared and coordinated filing of Form 1023-EZ with IRS.	41
8/17/20	Revised Fusion CPA engagement letter.	42
8/18/20	Secured electronic copy of Georgia Secretary of State reinstatement of BLM effective 8/14/20. (only found email from SOS Document Deficient).	43
8/18/20	Forwarded proposed engagement letter to Trevor McCandless of Fusion CPAs.	44
8/18/20	Review response from Mr. McCandless.	45
8/18/20	Received and responded to inquiry from Georgia Secretary of State.	46
8/18/20	Received additional communications from Georgia Secretary of State.	47
8/20/20	Received revised engagement letter from Mr. McCandless.	48
8/25/20	Reviewed invitation from Sir Maejor to attend BLM march in Washington, D.C..	49
8/26/20	Declined invitation from Sir Maejor.	50
8/31/20	Advice from former counsel to Sir Maejor, forwarded to JKH.	51
9/25/20	Read news article concerning criminal allegations against Sir Maejor Page and advised other firm members.	52
9/26/20	Received email request from Mr. Page for phone number.	53
9/29/20	Received email request from Mr. Page for telephone call.	54
9/29/20	Responded by email with plan to call Mr. Page on 9/30/20.	55

2/25/21	Received from Sir Maejor by email Georgia Secretary of State's notification of need for the 2021 annual registration for BLM.	56
2/25/21	Responded by email to Sir Maejor with questions regarding annual registration.	57
3/17/21	Received email copy from Mr. Page with request for review of criminal complaint against Mr. Page.	58
9/1/21	Received by email from Sir Maejor Page a copy of memorandum to Nathaneil Livingston concerning a plea agreement involving Sir Maejor Page in federal district court in Northern District of Ohio.	59

1 Maejor Page was?

2 A. No, I did not.

3 Q. Can you tell us briefly how you were

4 contacted by him and how the engagement began?

5 A. It was on a Friday in August of 2020. I was

6 preparing to go out of town on a vacation. He called

7 me on the telephone and he also sent to me an e-mail

8 memorandum, asking for assistance to the organization

9 named Black Lives Matter of Greater Atlanta, Inc.

10 He asked for two types of assistance, legal
11 assistance. One had to do with the reinstatement of
12 the corporate status of the organization, and the other
13 had to do with the reinstatement of the tax-exempt
14 charitable status of the organization. He also
15 requested accounting assistance. I advised him that I
16 could not provide the accounting assistance, but I
17 could provide the legal assistance for the first two
18 tasks that I mentioned.

19 Q. Thank you. I'm going to, essentially, be
20 working off of Exhibit 61, which is your chronology, as
21 well as your exhibits. My plan for this deposition is
22 somewhat to walk through that but then to ask
23 incidental questions as we go further.

24 I note on Exhibit 61, the chronology, that
25 that first date was August the 7th of 2020.

1 **That's the date that he contacted you?**

2 A. **That's correct.**

3 Q. You've set forth, in what you've identified
4 as Exhibit 1, a series of documents which include a
5 mission statement, articles of incorporation,
6 certificate of incorporation and bylaws of Black Lives
7 Matter of Greater Atlanta, the termination letter from
8 the IRS, or Internal Revenue Service, dated August
9 the 8th of 2017.

10 Are these documents that Mr. Page sent you?

11 A. Most of them are. I believe that the
12 original letter from the Internal Revenue Service, I
13 obtained that copy from the website of the Internal
14 Revenue Service.

15 (Exhibit 1 marked for identification.)

16 Q. (BY MR. BOSS) Thank you. Looking at the
17 mission statement that is in Exhibit 1, I noticed that
18 it includes an explanation that Black Lives Matter of
19 Greater Atlanta, Inc., is a 501(c)(3) nonprofit, social
20 justice and human rights organization.

21 Am I correct that this is a document that
22 Mr. Page sent you, not something that you drafted?

23 A. That's correct. This was already prepared
24 and sent to me by Mr. Page.

25 Q. And that would have been on August the 7th of

1 A Yes, sir. It is.

2 Q And what's the date on it?

3 A August 7th of 2020.

4 Q Okay. And is this your first contact with

5 Mr. Page?

6 A This is the first email communication with

7 Mr. Page. Either shortly before receiving this email or

8 shortly after, I received a telephone call from Mr. Page as

9 well. The subject discussed by telephone was the same as

10 that reflected in the email memorandum.

11 Q Okay. When he sent you this email on August 7th,

12 did he also tell you that he had a closing scheduled for a

13 home purchase that day?

14 A No, sir, he did not.

15 Q Did he tell you that he had already been under

16 contract for two weeks to purchase a house or three weeks

17 to purchase a house on this day?

18 A No, sir, we did not discuss that.

19 Q Okay. And Mr. Page -- or, I'm sorry, Mr. Hasson,

20 looking a little further down, the first paragraph

21 paraphrases, it says: We incorporated as a nonprofit in

22 the state of Georgia. We lost our status for failure to --

23 for failure to report 990s. We were also dissolved as an

24 organization for not filing annual reviews; do you see

25 that?

1 A Yes, sir.

2 Q Did he tell you what he was telling people on
3 Facebook about why they were no longer a 501(c)(3)
4 corporation?

5 MR. BOSS: Objection, calls for speculation.

6 THE COURT: Overruled.

7 MR. CRAWFORD: I just asked if he was told.

8 THE COURT: Overruled.

9 You can answer, sir.

10 A I was not told anything about Facebook, no, sir.

11 Q Further down on the email, is that a list -- is
12 there a list of things that Mr. Page wanted you to do for
13 him?

14 A Yes, sir.

15 Q Okay. The second from the bottom, it says: Look
16 through our bank statements and create QuickBooks and do
17 the bookkeeping?

18 A Yes, sir, I see that.

19 Q Okay. Have you ever seen the bank statements for
20 Black Lives Matter of Greater Atlanta?

21 A No.

22 Q Mr. Hasson, if I could show you Defense
23 Exhibit 375.

24 A Yes, sir, I have it.

25 Q And what is Exhibit 375?

Jim Hasson

From: Jim Hasson
Sent: Friday, August 7, 2020 4:19 PM
To: Sir Maejor
Cc: Keith Hasson; Jas Barr
Subject: RE: Request for Services

Maejor, it was good to talk with you earlier. I have looked at the materials you sent and need two additional documents—the IRS revocation letter and the Georgia Secretary of State dissolution notice. From there, I can determine if an easy reinstatement is possible.

The cost for reinstatement in Georgia, payable to the Secretary of State, will be \$250. I can tell you how to do that yourself, rather than have me jump through the hoops to do so. Legal fees for this will be minimal, around \$100, if that can be done on-line by you. But you will need names and addresses for the President, the Secretary, the Treasurer and the Registered Agent. The Registered Agent must have an address in Georgia and be regularly there during business hours to receive official mail from the government.

The biggest problem with IRS reinstatement is getting tax returns prepared for 2016, 2017, 2018 and 2019. I and my firm members are not accountants and do not prepare tax returns. We can help you find a reasonably-priced accountant that can do that and can also help set up and maintain your organization's financial records. Until I see the IRS revocation letter, I cannot give you an estimate of the legal fees and costs for that process, so please send those two documents mentioned in the first paragraph as soon as you can.

I hope this information is helpful.

Thanks.

Jim Hasson



3379 Peachtree Rd. NE, Suite 625 | Atlanta, Georgia 30326

678.701.2872 office

jim@hassonlawgroup.com



CONFIDENTIALITY NOTICE: This e-mail transmission and the attachments accompanying it may contain confidential information from the law firm of **Hasson Law Group, LLP** that is protected by the attorney-client communication privilege or the work product privilege. The information is intended only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please promptly notify the sender by reply e-mail, and then destroy all copies of the transmission.

From: Sir Maejor <sirmaejor@gmail.com>
Sent: Friday, August 7, 2020 3:51 PM
To: Jim Hasson <jim@hassonlawgroup.com>
Subject: Request for Services

Hello

Sir Maejor Page, of Black Lives Matter Greater Atlanta Inc, in 2016 we incorporated as a nonprofit in The State of GA. In 2019 we lost our status with the IRS for failure to report 990's. We also were dissolved as an org (not sure when) for not filing the annual reviews .

In recent days we have gotten donations and I want to first make sure that what we do is legal and in compliance with State and Federal law. I am not aware of the law when it comes to taxes, donations etc.

What we want to fire you for is the following:

- BLMGA back in good standing with The State of GA
- Reinstate BLMGA with The IRS (Tax Exempt Status)
- File years worth of 990N's,
- Submit Annual reviews with the State of GA
- Look through our bank statements and create quickbooks and do the book keeping
- Help us setup compliance

I know nothing about the law or tax stuff, which is why I am told I need to hire you.

Please provide me with a quote for your services.

If you have any other questions please give me a call back at 810.428.3067 or email sirmaejor@gmail.com

BUSINESS INFO

Black Lives Matter Greater Atlanta

EIN: 81-3695355

PH: 404.855.0908

ADDRESS 870 Mayson Turner Rd. NW | Atlanta, GA 30314

EMAIL: atlantablacklivesmatter@gmail.com

WEBSITE: www.BlackLivesMatterGreaterAtlanta.com

1 respectfully, that was fraudulent, deceitful, or even
2 misleading.

3 Q. So the change you're talking about, that's the
4 work you did with Jim Hassan --

5 A. I'm sorry?

6 Q. -- is that correct?

7 A. What change?

8 Q. You just described a structural change. Was that
9 the work you did with Jim Hassan?

10 A. It's the work that I did in combination with Jim
11 Hassan and also attorney Louise Jackson.

12 Q. And the first time you contacted Jim Hassan was
13 August 7th of 2020, right?

14 A. That's not correct.

15 Q. That's the first email you have, isn't it?

16 A. That's the first e-mail. That's not the first
17 phone call conversation.

18 Q. When was the first phone call conversation you
19 had with him?

20 A. I would say around the time of -- I would say it
21 was in July. I don't know which particular day in July,
22 but we had multiple conversations in July at the time of
23 this restructuring.

24 Q. So you -- on August 7th, you sent an email to Jim
25 Hassan saying request for services?

1 A. Right.

2 Q. And you're saying that you first talked to him
3 weeks before that?

4 A. I talked to him weeks before that. Because Jim
5 Hassan is an older guy, I told -- we had a conversation
6 that I would submit everything in an email because we were
7 just kind of courting each other over the phone. He was
8 just offering, you know, different things, different
9 suggestions. We had conversations, but things really got
10 official, I would say, around the email that you're
11 referring to. When you look at the email that I sent on, I
12 think it was July 7th, and then when you look at the
13 engagement letter, you see there's a gap there. We'd been
14 already in communication with each other.

15 Q. You signed a contract, make an offer on a house
16 on July 17th of 2020, right?

17 A. If that's what the record reflects, then sure. I
18 mean --

19 Q. Weeks before you sent that email to Jim Hassan,
20 true?

21 A. I'm not sure what exact day, but if you can show
22 me what I signed, then we can get into that.

23 Q. And the reality is, before you contacted Hassan,
24 you had already decided to purchase that house on Glenwood,
25 isn't that true?

1 A. I think I was eager to get that done, but when I
2 realized that there was some sort of complications --

3 Q. Listen to the question, Mr. Page.

4 Isn't it true that you signed a contract to buy
5 Glenwood before you even contacted Hassan about the house,
6 true?

7 A. I'm not sure what day I signed the contract. I'm
8 not sure when it happened. Again, if you're able to show
9 me the dates on your paperwork, then we can -- then I can
10 tell you what I did or didn't do.

11 Q. You talked about buying guns because you were
12 threatened?

13 A. Yes, sir.

14 Q. You remember somebody named Paddy Murphy, don't
15 you?

16 A. Yeah, I know who Paddy Murphy is, yes, sir.

17 Q. And you made a video threatening Paddy Murphy
18 with a handgun, didn't you?

19 A. Show me the video, sir.

20 Q. Okay.

21 A. Judge, does this move?

22 THE COURT: No, not much. You'll just have to
23 bend down to look at it.

24 - - -

25 (Video playing in open court.)