



U.S. Department of Justice

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District of Maryland  
Southern Division*



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December 15, 2010

Paul F. Kemp, Esq.  
Ethridge, Quinn, Kemp, McAuliffe,  
Rowan, & Hartinger  
33 Wood Lane  
Rockville, Maryland 20850

Re: United States v. Mirza Hussain Baig,  
Criminal No. [to be determined]

Dear Mr. Kemp:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the Defendant by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by December 31, 2010, it will be deemed withdrawn. The terms of the agreement are as follows:

Offense of Conviction

1. The Defendant agrees to plead guilty to Count One of an Information to be filed against him, which will charge the Defendant with conspiracy, in violation of 18 U.S.C. § 371. The Defendant admits that he is, in fact, guilty of this offense and will so advise the Court.

Elements of the Offense

2. The elements of the offenses to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows:

Count One - Conspiracy

- a. The Defendant and other persons entered the unlawful agreement charged in the Information;
- b. The Defendant knowingly and willfully became a member of the conspiracy; and
- c. One of the members of the conspiracy knowingly committed at least one of the overt acts charged in the Information, to further some objective of the conspiracy.

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is as follows: imprisonment for 5 years, followed by a term of supervised release of 3 years, and a fine of \$250,000. In addition, the Defendant must pay \$100 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. This Court may also order him to make restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664.<sup>1</sup> If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise. The Defendant understands that if he serves a term of imprisonment, is released on supervised release, and then violates the conditions of his supervised release, his supervised release could be revoked - even on the last day of the term - and the Defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The Defendant understands that the Bureau of Prisons has sole discretion in designating the institution at which the Defendant will serve any term of imprisonment imposed.

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<sup>1</sup> Pursuant to 18 U.S.C. § 3612, if the Court imposes a fine in excess of \$2,500 that remains unpaid 15 days after it is imposed, the Defendant shall be charged interest on that fine, unless the Court modifies the interest payment in accordance with 18 U.S.C. § 3612(f)(3).

Waiver of Rights

4. The Defendant understands that by entering into this agreement, he surrenders certain rights as outlined below:

a. If the Defendant had persisted in his plea of not guilty, he would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in his defense, however, he would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in his own defense if he so chose, and he would have the right to refuse to testify. If he chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from his decision not to testify.

e. If the Defendant were found guilty after a trial, he would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges against him. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that he may have to answer the Court's questions both about the rights he is giving up and about the facts of his case. Any statements the Defendant makes during such a hearing would not be admissible against him during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find him guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status. The Defendant recognizes that if he is not a citizen of the United States, pleading guilty may have consequences with respect to his immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including his/her attorney or the Court, can predict with certainty the effect of a conviction on immigration status. Defendant nevertheless affirms that he/she wants to plead guilty regardless of any potential immigration consequences.

#### Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

#### Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto which this Office would prove beyond a reasonable doubt, and to the following applicable sentencing guidelines factors:

- a. The base offense level is 12 under U.S.S.G § 2C1.1(a)(2).
- b. A 14-level specific offense characteristic increase applies under U.S.S.G. §§ 2C1.1(b)(2) and 2B1.1(b)(1)(H), because the value of things provided by the Defendant to others involved in the offense exceeded \$400,000 but was not greater than \$1,000,000.
- c. A 4-level specific offense characteristic increase applies under U.S.S.G. § 2C1.1(b)(3), because the offense involved a public official in a high-level decision-making and sensitive position.

d. This Office does not oppose a 2 level reduction in the Defendant's adjusted offense level, based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for his criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional 1 level decrease in recognition of the Defendant's timely notification of his intention to plead guilty. This Office may oppose *any* adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about his involvement in the offense; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw his plea of guilty. The final offense level is 27.

7. The Defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his offense level if he is a career offender or if the instant offense was a part of a pattern of criminal conduct from which he derived a substantial portion of his income.

8. Except as provided in paragraph 9, this Office and the Defendant agree that with respect to the calculation of the advisory guidelines range, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute.

#### Guidelines Factors Not Stipulated

9. The Defendant reserves the right to argue that the following sentencing guidelines factors apply: U.S.S.G. §§ 5H1.1 (Age), 5H1.4 (Physical Condition), and 5H1.6 (Family Ties and Responsibilities). This Office reserves the right to oppose the application of these guidelines factors. The Defendant will notify the Court, the United States Probation Officer and government counsel at least ten days in advance of sentencing of the facts or issues he intends to raise.

#### Forfeiture

10. The Defendant understands that the Court will, upon acceptance of his guilty plea, enter an order of forfeiture as part of his sentence, and that the order of forfeiture may include assets directly traceable to his offense, substitute assets and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offense. Specifically, the court will order the forfeiture of all proceeds obtained or retained as a result of the offense, including but not limited to \$250,000. The Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, advice regarding the forfeiture at the

change-of-plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

Assisting the Government with Regard to the Forfeiture

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

Waiver of Further Review of Forfeiture

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

13. The Defendant agrees to identify all other assets and identify the sources of income used to obtain all other assets, including identifying all assets derived from or acquired as a result of, or used to facilitate the commission of, any crime charged in the Indictment. The United States reserves the right to proceed against any remaining assets not identified in this agreement, including any property in which the Defendant has any interest or control.

Collection of Financial Obligations

14. The Defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the Defendant agrees to disclose fully all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party. The Defendant will promptly submit a completed financial statement to the United States Attorney's Office, in a form this Office prescribes and as it directs. The Defendant promises that the financial statement and

disclosures will be complete, accurate and truthful, and understands that any willful falsehood on the financial statement will be a separate crime and may be punished under 18 U.S.C. § 1001 by an additional five years' incarceration and fine.

Obligations of the United States Attorney's Office

15. At the time of sentencing, this Office will recommend a sentence within the applicable guideline range.

16. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the Defendant's background, character and conduct.

Waiver of Appeal

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

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

b. The Defendant and this Office knowingly waive all right, pursuant to 18 U.S.C. § 3742 or otherwise, to appeal whatever sentence is imposed (including the right to appeal any issues that relate to the establishment of the advisory guidelines range, the determination of the defendant's criminal history, the weighing of the sentencing factors, and the decision whether to impose and the calculation of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release), except as follows: (i) the Defendant reserves the right to appeal any term of imprisonment to the extent that it exceeds any sentence within the advisory guidelines range resulting from an adjusted base offense level of 27; and, (ii) this Office reserves the right to appeal any term of imprisonment to the extent that it is below any sentence within the advisory guidelines range resulting from an adjusted base offense level of 27.

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

d. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Obstruction or Other Violations of Law

18. The Defendant agrees that he will not commit any offense in violation of federal, state or local law between the date of this agreement and his sentencing in this case. In the event that the Defendant (i) engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1, or (ii) fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the Presentence Report, or (iii) commits any offense in violation of federal, state or local law, then this Office will be relieved of its obligations to the Defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines factors other than those stipulated in this agreement, and it will also be free to make sentencing recommendations other than those set out in this agreement. As with any alleged breach of this agreement, this Office will bear the burden of convincing the Court of the Defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the evidence. The Defendant acknowledges that he may not withdraw his guilty plea because this Office is relieved of its obligations under the agreement pursuant to this paragraph.

Court Not a Party

19. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the Defendant understands that neither the United States Probation Office nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The Defendant understands that the Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation, and any other relevant information. The Defendant understands that the Court is under no obligation to accept this Office's recommendations, and the Court has the power to impose a sentence up to and including the statutory maximum stated above. The Defendant understands that if the Court ascertains factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the Defendant cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. The Defendant understands that neither the prosecutor, his counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

Entire Agreement

20. This letter supersedes any prior understandings, promises, or conditions between this Office and the Defendant and, together with the Sealed Supplement, constitutes the

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**complete plea agreement in this case. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement and none will be entered into unless in writing and signed by all parties.**

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If the Defendant fully accepts each and every term and condition of this letter, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

Rod J. Rosenstein  
United States Attorney

By: 

James A. Crowell IV  
A. David Copperthite  
Sujit Raman  
Assistant United States Attorneys

I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

2-4-11  
Date

  
Mirza Hussain Baig

I am Mirza Hussain Baig's attorney. I have carefully reviewed every part of this agreement with him. He advises me that he understands and accepts its terms. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

Feb 4, 2011  
Date

  
Paul F. Kemp, Esq.

**ATTACHMENT A**  
**STATEMENT OF FACTS - Mirza Hussain Baig**

*The undersigned parties hereby stipulate and agree that, if this matter had gone to trial, the government would have proven the following facts. The undersigned parties also stipulate and agree that the following facts do not encompass all of the evidence which would have been presented had this matter gone to trial.*

**Prince George's County Government**

From November 1990 to the present, Prince George's County (the "County") operated under a "home rule" Charter, which provided that the County's local government be composed of the Executive Branch and the Legislative Branch.

The Executive Branch was charged with enforcing the laws and administering the day-to-day business of the County and conducted its business through its staff and the various departments which were managed by department directors, each of whom reported to and was supervised by the County Executive, who was responsible for the administration of all areas of the Executive Branch of the County government. The County Executive was elected by the voters of the County.

The Legislative Branch consisted of a nine-member elected County Council and its staff. All legislative powers of the County were vested in the County Council. In addition, the County Council sat as the District Council on zoning and land use matters, and as the Board of Health on health policy matters.

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 \$2,000,000,000 nationwide in federal funds per fiscal year.

The Prince George's County Department of Housing and Community Development ("DHCD") was a subordinate agency of the Executive Branch 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.

The Director of DHCD was appointed by the County Executive 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, the Director had the authority to

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recommend which developers should receive HOME funds for their development projects in the County. The County Council approved the Director's recommended distributions of the County's HOME funds at the request of the County Executive. The Director 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.

The Prince George's County Code required certain County officials, employees, and candidates for office to file annual financial disclosure statements.

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

### **The Defendant and His Co-Conspirators**

Defendant **Mirza Hussain Baig ("BAIG")** was a physician and the President of Laurel Lakes Primary Care, LLC located in Laurel, Maryland. Further, **BAIG** owned Baig Ventures, which was a commercial and residential developer in the County since at least in or about 1992.

**Jack B. Johnson ("Jack Johnson")** held the elected position of Prince George's County Executive from 2002 through December 2010. Prior to 2002, **Jack Johnson** was the County's elected State's Attorney.

**Leslie Johnson ("Leslie Johnson")** was **Jack Johnson's** wife and was elected to a seat on the Prince George's County Council, representing District 6, on November 2, 2010, and sworn into office on December 6, 2010.

**James Johnson ("James Johnson")** was a resident of Maryland. In or about September 2009, the County Executive appointed **James Johnson** to serve as the Director of DHCD.

**Patrick Q. Ricker ("Ricker")**, a Maryland resident, was a developer based in the County. **Ricker** was a licensed real estate broker in Maryland and is the President of Ricker Brothers, Incorporated ("Ricker Brothers"), a commercial brokerage and development consulting firm, which was formed in 1988, and had offices in Branchville and Upper Marlboro, Maryland. Beginning in 2008, **Ricker** began cooperating with law enforcement investigators.

### **Conspiracy to Violate the Hobbs Act**

From in or about 2006 through at least October 27, 2010, in the District of Maryland and elsewhere, Defendant **MIRZA HUSSAIN BAIG**, knowingly combined, conspired, confederated and agreed with **Jack Johnson, James Johnson**, and other business persons and public officials in the County known and unknown to the United States, to obstruct, delay and affect interstate commerce, and the movement of an article and commodity in interstate commerce, by extortion, by public officials obtaining, under color of official right, the property of others with their consent and not due to the officials and their offices, including, among others, campaign donations, checks, and United States currency.

In exchange for such property, **Jack Johnson, James Johnson**, and other County officials performed and agreed to perform favorable official action for, and to use their influence on behalf of **BAIG** and other developers and their companies in the County. The official acts included, among others, obtaining a waiver of HOME Program Regulation 24 C.F.R. 92.214(a)(7), securing millions of dollars in HOME funds; assisting in the acquisition of surplus property and land from the County for development by certain developers; providing the conspirators with non-public County information; obtaining employment with the County for certain individuals; obtaining necessary state and local approvals for certain developments in County; and securing County commitments to lease property from certain developers at developments in the County.

During the conspiracy, **BAIG**, provided money, campaign donations, and other things of value to **Jack Johnson, James Johnson**, and other public officials in the County, in exchange for their official assistance in the County on various matters.

### **Intercepted Telephone Calls**

During the conspiracy, **BAIG, James Johnson, Jack Johnson** utilized cellular telephones to conduct their extortion conspiracy: Pursuant to court-authorized wiretap intercepts, investigating agents intercepted calls to and from several cellular phones, including, among others, phones used by **BAIG, James Johnson, Jack Johnson**. During this time, thousands of phone calls were monitored and several individuals, including **BAIG, James Johnson, Jack Johnson**, and other business persons and public officials in the County were identified as members of the extortion conspiracy.

For example, on or about August 15, 2010, **BAIG** provided **Jack Johnson** with \$12,000 in United States currency and a \$3,000 check for a candidate for a County office in exchange for **Jack Johnson's** assistance with several County matters, including obtaining employment with the County for one of **BAIG's** associates. On the same day, during an intercepted call with the candidate for the County office, **Jack Johnson** told the candidate, "I just came back from Dr. Baig and he gave me something, he told me to come back Wednesday and he is going to give me some more." During

this call, **Jack Johnson** was referring to the \$3,000 campaign check that he had obtained from **BAIG**.

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

In or about February 2010, **Jack Johnson** agreed to get an associate of **BAIG**'s employment as a physician with the Prince George's County Hospital Center in Cheverly, Maryland ("the Hospital"). In return, **BAIG** agreed to provide \$50,000 to **Jack Johnson**. On February 25, 2010, during an intercepted call between **BAIG** and **Jack Johnson**, **Johnson** told **BAIG**, "You know, we were able to get the young lady appointed." **BAIG** replied, "That's excellent." **Jack Johnson** further advised, "That was a big one." **BAIG** told **Jack Johnson** that the appointment would change the woman's whole life. **Jack Johnson** then told **BAIG**, "I'll see you this weekend cause, uh, I gotta get you that package." During this call, **Jack Johnson** was confirming for **BAIG** that **Johnson** had successfully caused **BAIG**'s associate to be appointed as a physician with the Hospital. 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** 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.

#### **Romwood Square – HOME funds**

An additional transaction involving **BAIG** and **Jack Johnson** related to an investment property in Washington, D.C. On January 22, 2002, **Jack Johnson** and another individual purchased the property for \$295,000. On June 8, 2005, **Jack Johnson** obtained a mortgage on the property from Finance America, LLC in the amount of \$487,500. For tax year 2010, the taxable assessment for the property is \$621,290. Beginning in 2009, **Jack Johnson** and his co-owner began having financial difficulty in making the payments on the property, and, in or about January 2010, began moving to foreclose on the property.

In February 2010, **BAIG** agreed to purchase the investment property 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. Specifically, over the course of several months in 2010, **BAIG** and **Jack Johnson** had a series of intercepted telephonic conversations related to **BAIG** purchasing the house from **Jack Johnson** in return for **Jack Johnson** facilitating **BAIG** obtaining HOME funds from the County for Romwood Square, **BAIG**'s development project, which consisted of the acquisition and renovation of eleven single-family homes located on approximately thirteen acres of land in the County. The homes were to be rented to low and very

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low-income persons. During these conversations, **Jack Johnson** agreed to take and took a series of official acts in order to assist **BAIG** with his development projects in the County in exchange for **BAIG** agreeing to purchase **Jack Johnson's** investment property.

In 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 Prince George's County 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. The resolution was introduced on March 2, 2010, and adopted on March 30, 2010. On April 5, 2010, **Jack Johnson** signed the resolution in his capacity as County Executive.

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 an expected \$1,700,000 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."

On May 29, 2010, at approximately 11:11 a.m., during an intercepted telephone call, **Jack Johnson** spoke with **BAIG**, who asked **Jack Johnson** if everything was proceeding on the HOME funds. **Jack Johnson** replied, "Everything seems to be good. I talked to, um, the folks and, um, ah, they, they tell me that everything is moving on. Um, I talked to ah, [a County official] and everybody else too." **Jack Johnson** advised that he did not expect any problems with **BAIG** obtaining the \$1,700,000 in HOME funds. **BAIG** explained that the sooner they settled the better. **Jack Johnson** then stated, "I'll try to get it done this week coming up."

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 graduated with their Masters in Business Administration. **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** reminded **BAIG** that they had not settled that issue. **Jack Johnson** was in

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fact reminding **BAIG** that he expected to be paid a total of \$150,000 for his official assistance. **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.

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

On or about October 24, 2010, **Jack Johnson** and **James Johnson** met at **Jack Johnson's** residence and discussed various projects in the County, including **BAIG's** project, 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. During this recorded conversation, **James Johnson** told **Jack Johnson** about HOME funds that needed to be dispersed. **Jack Johnson** asked how much money in HOME funds. **James Johnson** responded, "1.5 million. . . . I called Doctor Baig and talked with him." **Jack Johnson** replied, "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. . . and ah, you and I should get five hundred together." **Jack Johnson** was in fact explaining to **James Johnson** that they should make **BAIG** pay them at least \$500,000 in return for facilitating various officials acts with the County necessary for the HOME funds and **BAIG's** project to move forward. Later during this meeting, **Jack Johnson** told **James Johnson** that he would keep \$300,000 and that **James Johnson** could have the remaining \$200,000 they would obtain from **BAIG** and stated, "No, that'll be good man. If I can get myself three hundred, um, I'll be in good shape."

Following this meeting, later on the same day, **Jack Johnson** called **BAIG** and stated, "I'm going to tile this week. . . uhm. . . Addison Road week. Cause we really . . . uhm. . . Get these leases done." **Jack Johnson** was in fact informing **BAIG** that he would finish up the approval of the County leases that **BAIG** needed for The Commons project. Then, **Jack Johnson** and **BAIG** discussed the funding of The Commons and how the project would cost nearly \$72,000,000 to fully develop. Further, **BAIG** made clear that he needed **Jack Johnson** to facilitate the County entering into a 24,000 square foot lease with **BAIG** for a public library at The Commons.

On or about November 5, 2010, during an intercepted call, **Jack Johnson** 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." During this conversation, **Jack Johnson** was in fact informing **BAIG** that he was getting **BAIG's** HOME funds and leases approved for **BAIG's** development project in the County, The Commons. **BAIG**, in turn, was telling **Jack Johnson** that he had money to provide him. Thereafter, **Jack Johnson** traveled to **BAIG's** office, and, during an audio and video recorded meeting, **BAIG** provided **Jack Johnson** with \$5,000 in United States currency in exchange for **Jack Johnson's** official assistance in

obtaining \$1,500,000 in HOME funds and the County leases of property at The Commons.

During this meeting, **BAIG** reminded **Jack Johnson** about a \$100,000 check that, on September 10, 2010, **BAIG** had provided to **Jack Johnson** in return for official assistance related to several official matters involving the Hospital, and called it the “charity check.” Following the meeting, during an intercepted call, **BAIG** told **Jack Johnson**, “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 using coded language to inform **Jack Johnson** that he could cash the \$100,000 check that **BAIG** had paid him in return for official assistance.

On November 12, 2010, during an audio and video recorded meeting, **BAIG** provided **Jack Johnson** with \$5,000 in United States currency in exchange for **Jack Johnson**’s official assistance in obtaining HOME funds and certain County leases of property at The Commons.

On or about November 12, 2010, during the same meeting, **BAIG** provided **Jack Johnson** with an additional \$10,000 in United States currency in exchange for **Jack Johnson**’s assistance in obtaining employment as a physician for one of **BAIG**’s associates at the Hospital.

#### **Additional Payments to Public Officials**

During the conspiracy, on or about the following dates, **BAIG** made further payments to public officials in return for official assistance, including, but not limited to, the following:

- November 4, 2006 - \$10,000 in United States currency to **Jack Johnson**;
- August 8, 2010 – \$8,000 in United States currency to **James Johnson**;
- August 15, 2010 – \$12,000 in United States currency to **Jack Johnson**;
- August 22, 2010 – \$8,000 in United States currency to **James Johnson**;
- August 27, 2010 – \$8,000 in United States currency to **James Johnson**;
- September 10, 2010 – \$100,000 check dated October 15, 2010 to **Jack Johnson**;

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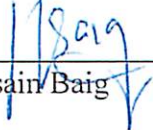
- October 23, 2010 – \$2,000 in United States currency to **James Johnson**; and
- October 27, 2010 – \$2,000 in United States currency to **James Johnson**.

The property obtained and the official acts taken by **Jack Johnson**, **James Johnson**, and others, and the official acts obtained by and taken for the benefit of **BAIG**, **Ricker**, and others, were in and affected interstate commerce.

**Value of Payments**

In connection with the conspiracy, the value of things provided to public officials attributable to **BAIG** was more than \$400,000 but less than \$1,000,000.

I have reviewed this statement of facts and agreed that it is correct.

  
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Mirza Hussain Baig