U.S. Department of Justice

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November 15, 2016

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RE: Plea Agreement in *United States v. Harry Crawford*, Crim No. MJG 15-0322

Counsel:

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 If this offer has not been accepted by November 17, 2016, it will be deemed withdrawn. The terms of the agreement are as follows:

Offense of Conviction

1. The Defendant agrees to plead guilty to Counts Two and Four of the Third Superseding Indictment (ECF 143) now pending against him, which charges him respectively with Conspiracy to Commit Health Care Fraud, in violation of 18 U.S.C. § 1349, and Conspiracy to Defraud the United States, in violation of 26 U.S.C. § 371. The Defendant also agrees to plead guilty to Count One of the Supplemental Third Superseding Indictment (ECF 146), which charges him with Collection of Extensions of Credit by Extortionate Means, in violation of 18 U.S.C. § 894. The Defendant admits that he is, in fact, guilty of these offenses and will so advise the Court.

Elements of the Offenses

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:

a. Health Care Fraud (Count Two). First, the Defendant knowingly executed, or attempted to execute, a scheme or artifice to defraud a health-care benefit program, or to obtain money or property owned by, or under the custody or control of, a health-care benefit program by means of false or fraudulent pretenses, representations, or promises. Second, the false or fraudulent pretenses, representations, or promises related to a material fact. Third, the Defendant acted willfully and intended to defraud. Fourth, the Defendant did so in connection with the delivery of or payment for health-care benefits, items, or services.

b. Conspiracy to Defraud the United States (Count Four). First, that two or more persons agreed to defraud the United States, as charged in the Superseding Indictment. Second, that the Defendant was a party to or member of that agreement. Third, that the Defendant joined the agreement or conspiracy knowing of its objective to defraud the United States and intending to join together with at least one other conspirator to achieve that objective. Third, that at some time during the existence of the agreement or conspiracy, at least one of its members performed an overt act in order to further the objective of the agreement.

c. Collection of Extensions of Credit by Extortionate Means (Count One). First, that the Defendant made an extension of credit. Second, that the Defendant knowingly participated in the use of extortionate mean to attempt to collect a sum due on the extension of credit.

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is as follows: for Count Two (Health Care Fraud), ten years imprisonment, three years of supervised release and a fine of $250,000; for Count Four (Conspiracy to Defraud the United States), five years imprisonment, three years of supervised release and a fine of $250,000; for Count One (Collection of an Extension of Credit by Extortionate Means), twenty years imprisonment, three years of supervised release, and a fine of $250,000. In addition, the Defendant must pay $300 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.[1] 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.

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.

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[1] 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).

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 his 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 attorney or the Court, can predict with certainty the effect of a conviction on immigration status. Defendant nevertheless affirms that he 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. Counts Two and Four (ECF 143) (Health Care Fraud and Tax Fraud)

i. Counts Two and Four group. U.S.S.G. § 3D1.2(b) and (d).

ii. The base offense level is 6. U.S.S.G. § 2B1.1(a).

iii. There is a 14 level increase because the total fraud loss to Medicaid and to the Department of Treasury is more than $550,000 but less than $1.5 million. U.S.S.G. § 2B1.1(b)(1)(H). (SUBTOTAL: 20)

iv. Pursuant to U.S.S.G. § 2B1.1(7), there is a 2 level increase because the Defendant will be convicted of a Federal health care offense involving a Government health care program; and the loss to the Government health care program is more than $1,000,000. (SUBTOTAL: 22)

v. Pursuant to U.S.S.G. § 3B1.3, there is a 2 level increase because the defendant abused a position of public or private trust or used a special skill, in a manner that significantly facilitated the commission or concealment of the offense. (SUBTOTAL: 24).

b. Count One (ECF 146) (Collection of Credit by Extortionate Means)

i. The government will contend that the cross reference to the first-degree murder statute applies here. U.S.S.G. § 2E2.1(c)(1) (If a victim was killed under circumstances that would constitute murder under 18 U.S.C. § 1111 had such killing taken place within the territorial or maritime jurisdiction of the United States, apply §2A1.1 (First Degree Murder). Hence, the base offense level is 43. U.S.S.G. § 2A1.1.

ii. The defendant objects to the cross-reference and contends the base offense level is 20 (U.S.S.G. § 2E2.1).

c. If the government prevails as to the issue set forth in subparagraph b above, there is no further adjustment under the multiple count rules. If the defendant prevails, the highest offense level is 24. Accordingly, there are 2 units, resulting in an addition of 2 levels, pursuant to U.S.S.G. § 3D1.4, for a total offense level of 26.

d. This Office does not oppose a two-level reduction in the Defendant's adjusted offense level, based upon the Defendant's recognition and affirmative acceptance of personal responsibility for his criminal conduct. 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.

e. The anticipated final offense level is either **41 or 24.**

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. The government reserves the right to argue for a departure under U.S.S.G. § 5K2.1 (Death).

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 except for those specifically set forth above in Paragraphs 6(b) and 8.

<u>Obligations of the United States Attorney's Office</u>

10. At the time of sentencing, this Office will move to dismiss any open counts against the Defendant.

11. 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, including the conduct that is the subject of the counts of the two Indictments (ECF 143 and 146) that this Office has agreed to dismiss at sentencing.

12. The Defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses. The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663 and 3663A and §§ 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation. The Defendant further agrees that he will fully disclose to the probation officer and to the Court, subject to the penalty of perjury, all information, including but not limited to copies of all relevant bank and financial records, regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable

steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this plea agreement, and this Office may seek to be relieved of its obligations under this agreement.

Collection of Financial Obligations

13. 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.

Tax Liability

14. The Defendant understands that this agreement does not resolve any civil tax liability that he may have, and that this agreement is with the United States Attorney's Office, not with the Internal Revenue Service. The Internal Revenue Service is not a party to this agreement and remains free to pursue any and all lawful remedies it may have. The Defendant agrees, however, as a special condition of supervised release (a) to execute a final and conclusive "Closing Agreement" with the Internal Revenue Service, pursuant to section 7121 of the Internal Revenue Code, in order to resolve his tax liabilities for the years 2010 through 2013; (b) to provide a complete and accurate financial statement, under penalty of perjury, to the United States which shall identify all assets valued at $1000 or more owned or held directly or indirectly by him, as well as all such assets transferred by him to any third parties since January 1, 2015, including the location of said assets and identities of the third parties; and (c) to pay to the Internal Revenue Service all additional taxes, interest and penalties which the Internal Revenue Service may determine that he owes for the tax years 2010 through 2013, pursuant to the aforesaid Closing Agreement. The Defendant understands that a failure to comply with any of the conditions of his supervised release may result in revocation of his release conditions, resulting in his reincarceration for all or part of the term of supervised release. This Office will recommend that the Court order restitution in the amount of $102.782.17 to the IRS and approximately $25,000 to the State of Maryland, which is the amount of tax owing for the Count to which he is pleading guilty, and will recommend that the restitution be applied against the gross amount determined in the Closing Agreement, all of which is to be paid as a condition of supervised release.

Forfeiture

15. 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 will include assets directly traceable to his offense, substitute assets and/or a money judgment equal to the value of the

property subject to forfeiture. Specifically, as a consequence of the Defendant's plea of guilty to Count Two, the court will order the forfeiture of any and all property, real and personal, constituting or derived, directly or indirectly, from gross proceeds traceable to the offense, including, but not limited to: approximately $1,200,000. The property to be forfeited includes but is not limited to: $59,979.00 in cash seized from the home of Harry Crawford and Elma Myles at 4910 Cedar Garden Road, Baltimore, Maryland 21229 on or about February 4, 2014.

16. 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

17. 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 also agrees to give this Office permission to request and review his federal and state income tax returns, and any credit reports maintained by any consumer credit reporting entity, until such time as the money judgment is satisfied. In this regard, the defendant agrees to complete and sign a copy of IRS Form 8821 (relating to the voluntary disclosure of federal tax return information) as well as whatever disclosure form may be required by any credit reporting entity.

Waiver of Further Review of Forfeiture

18. The defendant further 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.

Waiver of Appeal

19. 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 except as noted below, 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 that the Defendant may appeal the Court's finding that U.S.S.G. § 2E2.1(c)(1) applies to Count One, ECF 146 (Collection of Credit by Extortionate Means) resulting in a base offense level of 43, and the Defendant may also appeal any upward departure under U.S.S.G. § 5K2.1 (Death).

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

20. 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) moves to withdraw his guilty plea, or (iv) 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

21. 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

22. This letter supersedes any prior understandings, promises, or conditions between this Office and the defendant and, together with the Sealed Supplement, constitutes the complete plea agreement in this case. The defendant acknowledges that there are no other agreements, 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.

If the Defendant fully accepts each and every term and condition of this agreement, 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: ______________________
Aaron S.J. Zelinsky
Judson T. Mihok
Sandra J. Wilkinson
Assistant United States Attorneys

I have read this agreement, including the Sealed Supplement, 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.

11/16/16
Date

Harry Crawford

I am Mr. Crawford's attorney. I have carefully reviewed every part of this agreement, including the Sealed Supplement 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.

11/16/16
Date

Lucius Outlaw, Esq.
Rebecca Talbott

ATTACHMENT A:
STIPULATED FACTS – UNITED STATES v. HARRY CRAWFORD

If this matter had proceeded to trial, the government would have proven the following facts beyond a reasonable doubt. The parties agree that the following facts do not encompass all of the facts that would have been proven had this matter proceeded to trial.

The Defendant, Harry Crawford (Crawford), age 56 is a resident of Baltimore, Maryland.

Crawford owned and operated RX Resources and Solutions ("RXRS"), a provider of durable medical equipment such as hospital beds and disposable medical supplies such as adult incontinence products (diapers). Crawford was the President and Chief Executive Officer ("CEO") of RXRS. Elma Myles worked at RXRS as a biller. Hightower was hired to work as a delivery driver for RXRS and made a small salary. Crawford knew Hightower also made money selling drugs.

I. Collection of an Extension of Credit by Extortionate Means

In 2013, Crawford approached Hightower to facilitate a loan to Crawford's longtime friend, David Wutoh. Wutoh promised Hightower an enormous rate of return. In exchange for $15,000 in cash, Wutoh would pay Hightower $20,000 within a short period of time. Crawford also loaned Wutoh at least $6,000 of his own money. Wutoh did not pay either man back the money he had borrowed or the high interest rate he had promised. As a result, beginning in May 2013 and continuing through September 2013, Crawford and Hightower used extortionate means against Wutoh including making express and implicit threats of use of violence and other means to cause harm to Wutoh in order to induce Wutoh to repay the debt he owed Crawford and Hightower. During this time period, Wutoh was very ill, suffering from diabetes-related complications.

Some but not all of the text messages and other communications between Crawford, Hightower and Wutoh recovered from various phones and electronic devices are detailed below.

On May 20, 2013, Crawford texted Wutoh: "Are me and Matt on track to get our money back on Tuesday, I hope?" Twenty-five minutes later, Crawford texted, "The interest rate is 22% after Tuesday."

On June 6, 2013, Crawford left the following voicemail for Wutoh: "Ay Dave, people looking bad upon you. You gotta stop playing games. Give me a call." Wutoh told Crawford he was ill, to which Crawford twice responded that Wutoh should put Crawford in his will. Wutoh did not respond.

The next day, June 7, 2013, Crawford again texted Wutoh: "Please put me in your will." Later that same day, Crawford left Wutoh a voicemail: "Hey Dave, did you give Matt his money back? I said I don't wanna see things get bad for you. Alright." Wutoh texted Crawford back: "Battery dying." Crawford responded: "You will be also. Stop playing with people's money."

On June 11, 2013, Crawford texted Hightower that "all was to be taken [care] of today" and that he had been calling Wutoh every day about Hightower. Crawford wrote, "He is Time you see him face 1 to face." Several hours later, Crawford texted Myles: "Dave still hiding from Matt I talked to him last night he that he would take care of everything today."

That evening, Crawford texted Wutoh: "call Matt offer him something." Wutoh responded: "I did he wants to stick to original deal ... but I will give him extra." Later that day, Crawford left Wutoh a voicemail: "Dave, I hope you don't wanna go to sleep permanently. Give me a call." Wutoh texted back that he was "At [Wutoh's girlfriend] watching kids, can you stop by later." Crawford responded: "No. come pass to pick me up. You need to get Matt money not playing games This is Serious."

After further discussions about whether Wutoh would pay Hightower back, Crawford texted Wutoh on June 12, 2013: "Dave you know I am here to help you. You are putting me in a bad position I vouch for you and now you are shitting on Matt I have no control if you get hurt. Just pick up the phone and call him stop [being] a little girl, just be honest with him CALL HIM." In response to these threats, Wutoh paid Hightower $6,000 of the $20,000 he had promised.

On June 19, 2013, and June 20, 20 13, Crawford texted Wutoh repeatedly: "Two things for today. Have you talk to Dave about my DME proposal and number 2 I need my cash ASAP." The "Dave" referenced in these texts was an individual Wutoh had promised to put Crawford in touch with to refer Medicaid patients for RXRS. The "cash" was the money Crawford had loaned to Wutoh.

On June 25, 2013, Crawford told Wutoh he would stop for his cash. When Wutoh responded that he had not had a chance to go by the bank. Crawford wrote back: "Not playing fucking games you told me you were at the bank" and "It been over two months I am tired of playing games." Crawford told Wutoh twice he wanted "all of it" (referring to repayment of the loan). When Wutoh referenced the $6,000 he owed Crawford, Crawford told him the amount was actually $12,000.

On June 27, 2013, Crawford had a text disagreement about how much money Crawford had loaned Wutoh. During the disagreement Crawford texted Wutoh: "If you are that hard up for money just keep all of it. Just like the first six thousands I loan you. I never got back. What are you doing with all the money you suppose to be getting every month. Why are you so broke. Think about it. Were is your money disappearing to."

During the month of July, Crawford arranged to rent Wutoh a hospital bed, because Wutoh's girlfriend was recovering from surgery at her home at 4 Aldeburgh Court in Rosedale, Maryland. Crawford delivered the bed to the home with an employee. It was clear that Wutoh was also staying at the house but sleeping on a couch in the first floor living room.

On July 14, 2013, Wutoh texted Crawford: "Hey, been thinking, I want to thank you for helping me out in June. Specifically you came through went no one else did or could. I am always helping others and I say 'who is there for me when I need help.' If there is anyway I can help you, don't be afraid to speak up. If it in my power it will be done."

On July 18, 2013, Crawford texted Wutoh: "Matt wants you to do a tittle loan for one of your cars with him." Wutoh wrote back: "Just woke up tell him ok." Crawford texted Hightower, "Dave said yes about the car." Hightower wrote Crawford: "The sand nigger said you need to watch the company you keep before we take all your boys cars."

When Wutoh did not pay Crawford for the bed rental, Crawford texted, on July 29, 2016: "You told me cash. I brought that bed new for you. This is the new time you fuck me over." Crawford also texted: "Why is so hard for you to have some honor and self respect. Why is it so hard for you to pay back the money you ask to be loan to you. Why is it so hard to make an agreement and stick to it. How have you been help my business introduce me to Lamont that cost me money Derek a waist of time and money. Thank you for your help. Call Elma she need some stuff." Crawford sent an employee to pick up the bed.

Beginning August 2, 2013, Hightower texted Wutoh repeatedly regarding prescription drugs that Wutoh suggested he could use to pay Hightower. Hightower was angry that Wutoh proposed to give him five milligram pills of Oxycodone - a prescription opioid - when he wanted the much stronger "30 mg." Hightower texted Wutoh that he didn't "have the patience for that stuff you say you have all these cars sell one for my money every time I hear from you you're just buying more and more time." In fact, during this time period, Wutoh obtained a title loan against one of his cars to obtain quick cash. Hightower later wrote: ·'I gave u l5k with 5k interest so far u gave me 11 k which leaves 9k balance and you promised a turbo or more interest but I jus want my 9k."

On August 3, 2013, Crawford texted Wutoh: "You owe me 12k plus the bed. Oh you also owe me interest. I notice when you needed money you didn't go to any of your white friends or your drinking friends you came to me Yes you owe me 12k."

On August 4, 2013, Crawford texted Wutoh, "Why Are You Having Money Issues. You have No Expenses. Get Your Shit Together Please." Wutoh texted Crawford, "I had issues because I paid for my uncles funeral and bad business deals like time (yes they owe me $55k). . . . ." Wutoh then sent another text saying, "I will pay you what you lent directly to me directly plus interest no more/no less." Crawford wrote back: "12k." Wutoh responded: "It was not 12k. As my health has been on steady decline recently. You really feel the need to take advantage of me. Everyday I wake up in pain and .... depressed wanting to die yet I am staying around to pay you and Mayt off don't you get it. ... I want you all paid off so ican rest and sleep." Crawford wrote back: "That will be 12k plus interest." He sent the message twice more to Wutoh over the next eight hours.

On August 18, 2013, Wutoh texted Crawford regarding a pharmaceutical business he was starting. He stated: "Can you believe I got 10 pharms selling me already crazy." At 11:55 a.m. that day, Crawford wrote back: "No can't believe it that mean you can pay matt back with interest the money you promise." Six minutes later, Crawford texted Hightower "Call me." Throughout August, Hightower, Wutoh, and Crawford continued to text about the money loan.

On September 3, 20 13, at 1:45PM, Crawford and Hightower had a two-minute phone conversation. At 3:01 PM, Wutoh texted Crawford that he was, "@ hospital. Shortness of breath." Crawford immediately texted him back: "Why don't you just end it." Wutoh responded: "Its been on my mind too. Not scared tooz, have 500k in life insurance." Crawford responded: "Put me in your will." Wutoh responded: "You are." After that, Crawford did not text Wutoh further about the money owed to him or Hightower. Prior to Wutoh's death, Crawford also did not seek any further details about Wutoh's will or what Wutoh bequeathed to him in the will, and he did not see the will. Wutoh, in fact, did not have a will. Hightower continued to contact Wutoh regarding the loan.

On September 4, 2013, Crawford texted Wutoh, "Are you bringing the kids to [Crawford's granddaughter's] party Sept. 14 at Du Barnes center." Wutoh texted back, "Yes." That same day, Crawford texted Myles: "My Beat ear phones are missing have you seen them." On September 5, 2013, Crawford texted Hightower, "Give Elma a call she need new beats she let Gabby break mine." On September 6, 2013, Crawford texted Wutoh, "We are at DQ come down."

On September 14, 2013, Wutoh's girlfriend and her daughter attended Crawford's granddaughter's birthday party (which one witness described as so extravagant that it, "should have been on MTV Cribs,") but Wutoh did not attend. When Crawford asked Wutoh's girlfriend where he was, she said he was too sick to attend. At 10:53PM that evening, Crawford texted Wutoh, "David I am worried about you give me a call."

Meanwhile, Wutoh still had not repaid Hightower. On September 20, 2013, Hightower arranged to purchase a truck for $5,000 cash from a third party seller. When Hightower picked up the truck the next day, he asked the seller if he could keep the license plate on the car for the night but the seller declined and took the plates back (Hightower eventually registered the car at the MVA and obtained new plates for the car on Monday, September 23, 2013). At 4:57PM, on September 21, 2013, Hightower called Wutoh.

On September 20, 2013, at 7:10PM, Wutoh texted Crawford, "Still thinking the Arbors?" On September 21, 2013, at 11:53AM, David Wutoh received an email from Arbors at Baltimore Crossroads, an apartment building, stating "Dear David, Thank you for your interest in Arbors at Baltimore Crossroads . . . ." At 6:50PM that same day, Crawford texted Wutoh, "Keep thinking you are too sick to be alone." At 6:51PM, Crawford sent a picture of his own feces to Myles. At 7:32PM, Wutoh called Crawford, and the two spoke for 17 minutes. At 7:59PM, Crawford sent a picture of his own feces to Myles's daughter with the message: "First time in forty years."

At some time that evening, Hightower met up with his friend, MF, in West Baltimore. Hightower's cell phone pinged in western Baltimore County near Milford Mill at 9:26PM, in Catonsville at 9:32PM, at a tower east of Catonsville in a sector encompassing Crawford's house and MF's girlfriend's work at 9:37PM, at the same tower but in a different sector not encompassing Crawford's house at 9:46PM, and in downtown Baltimore at 10:03PM. Records reflect that Hightower and MF then drove northeast, out of Baltimore and up to a remote area near the Baltimore County-Harford County line, where they stayed through at least midnight. Records reflect that Crawford remained in or near his house for nearly 24 hours before and at the time of the murder.

By 1:30 a.m., Wutoh was alone on the couch in the living room at 4 Aldeburgh Court, at first working on his computer, and getting ready for sleep. At approximately 2:45AM, a gunman walked up to the driveway of the home and shot seven times through the window. Wutoh was hit in the arm, leg, and side of his face. One shot went straight the top of his head, killing him almost instantly. The gunman fled the scene in a car waiting nearby. No witness reported seeing a truck matching the description of the truck that Hightower purchased for cash on September 21, 2013, at or around the location of Wutoh's murder.

At approximately 2:52AM, Hightower received a call from the mother of his children on a phone he possessed in a nominee name and ending in the last four digits "4173." He answered the phone, and the two had a nearly two-minute phone conversation. When Hightower answered, T-Mobile recorded his location at a cell tower in close proximity to the house where Wutoh was murdered.

Just prior to the murder, at approximately 2:20AM, Crawford had texted Hightower: "Did you get the beats for Elma?" At 3:21 AM, about 35 minutes after the murder, Hightower texted Crawford back, "Yeah she can have mine."

At 3:39AM, Crawford sent the same picture of his own feces in a toilet bowl in two separate messages: one to Hightower and one to Wutoh. Hightower wrote back at 3:52AM, "Is that yours or Dave's."

Wutoh's girlfriend discovered Wutoh's murder after hearing the shots. She called 911 and then called Crawford on Wutoh's, phone as it was one of the last numbers dialed. After Crawford spoke to Wutoh's girlfriend, he immediately called 411 to connect to Wutoh's brother, Dr. Tony Wutoh. They spoke by phone approximately 11 times that morning between the hours of 3:50AM and 8:00AM. Around 6:00AM, Crawford went to the scene of the crime and then returned to his home. That same morning, September 22, 2013, Crawford texted Hightower to call him and the two spoke for 25 minutes, the longest phone conversation between the two in at least a year.

On September 23, 2013, investigators conducted a voluntary non-custodial interview with Crawford. They asked Crawford if he had any idea who would murder Wutoh. Crawford never mentioned the outstanding loan to Hightower and his own efforts to have Wutoh repay it. Instead, Crawford replied, '·No, I have been really, really trying to figure it out." Investigators pointedly asked, "Was there anybody that was angry with [Wutoh]?" to which Crawford responded: "No, not somebody that would cap him; not that kind of angry."

On October 12, 2013, Crawford invited Wutoh's ex-girlfriend to a Halloween party he was throwing on October 27, 2013.

On October 30, 2013, investigators conducted a second voluntary interview with Crawford. They showed Crawford a phone number ending in 1240 and asked him to whom it belonged. Crawford identified the phone number as belonging to Hightower. Crawford denied to investigators that Wutoh and Hightower had any sort of "business relationship." Crawford told investigators that if Hightower was talking to Wutoh, it would more than likely be related to Crawford's business. Investigators asked Crawford whether Hightower was "someone who would harm Dave?" Crawford responded, "no." When asked: "Does [Hightower] have a reason?" Crawford again responded: "No." Crawford never reported the outstanding loan; nor did Crawford report the 4173 number that Hightower had in a nominee name, and investigators never asked him about the 4173 number. During the interview, investigators asked Crawford to allow them to extract the data from his mobile phone, including text messages, and Crawford agreed. Crawford also showed investigators text messages with Wutoh saved on a separate phone he had but was no longer active, though he did not show any messages about the loans that had been made. Investigators did not ask to cellbrite the second phone. That phone was later recovered pursuant to a search warrant and was found to contain numerous messages regarding the loans made to Wutoh, including those detailed above.

On September 22, 2016, following a federal jury trial, Matthew Hightower was convicted of extorting and murdering David Wutoh.

II. Health Care Fraud

Crawford and Hightower, together with Myles, also engaged in a health care fraud scheme. Specifically, Crawford, Myles, and Hightower caused RXRS to submit claims to Medicaid that falsely and fraudulently sought payment for disposable medical supplies such as adult incontinent supplies (diapers, gloves and pads), diabetic supplies and wound care, that were represented in claims as having been provided and needed by beneficiaries when, in fact, the supplies were not provided, were not delivered in the amounts billed, or were not medically necessary or authorized by a doctor.

At all times relevant, RXRS was located at 9633 Liberty Road, Suite M, Randallstown, Maryland (and previously at 5408 ½ Park Heights Avenue, Baltimore, MD 21215 and 11615 Crossroads Circle, Suite E, Baltimore, MD 21220). RXRS was incorporated in Maryland in 2003, and subsequently authorized by the Maryland Department of Health and Mental Hygiene ("DHMH") to provide durable medical equipment and disposable medical supplies. RXRS never employed more than approximately seven individuals at any one time, two of those employees being Myles and Hightower.

As President and CEO of RXRS, Crawford ordered inventory, hired and fired employees. Myles was responsible for, among other things, billing health care benefit programs for RXRS. The two worked closely together, lived together and were once domestic partners, and both were the managers/supervisor of all business activities at RXRS. Beginning in or about early 2012, Hightower was hired to work as a delivery driver for RXRS.

The defendants caused electronic Medicaid billings for items not provided using patients' names and unique identification numbers (hereinafter "PII"). RXRS regularly billed for individuals who did not receive the products billed or in the amount claimed. These patients included but are not limited to Crawford's Aunt as well as others to include ASm, ASa, BS, EJ, EL, DJ, GJ, IH, JM, MB, MS, RL, SC, and SE. A number of Medicaid beneficiaries (or their caregivers) were interviewed in connection with the investigation. More than ten would testify at trial that RXRS has fraudulently billed Medicaid for incontinent products that have not been provided to them or the person they cared for.

As part of the scheme, Hightower would sign or cause someone else to sign delivery tickets when deliveries had not actually taken place or when the beneficiary did not receive the items so that the records of RXRS would falsely document the delivery. Hightower would provide the forged and fraudulent delivery tickets to RXRS as part of his duties and responsibilities. A witness advised investigators that Hightower and MYLES were "close" and would talk about what would need to be delivered and if any "secret deliveries" needed to be made. A secret delivery, for example, is when a patient/customer died but RXRS still made deliveries or still billed for the delivery without actually delivering the product. Another witness advised investigators that Hightower would come to work whenever he wanted and did minimal work. The same witness stated Hightower would lie about delivering product to clients and sign the paperwork himself. A medical doctor will testify that she did not know her name was used by RXRS for numerous claims for incontinent supplies and that the many claims with her as the physician are false.

Hightower described the scheme in a jail call with his friend, DC on April 15, 2013 : "Like they gotta sign a delivery ticket . . . I scribble a signature on there and put it in the system and close it out and all that and we get billed for it and we didn't take them nothing, you know what I'm saying. We get paid for free. [Another employee] gonna tell me I don't think you should be doing that. That's wrong. Because she don't like the company. I'm like man I'm not going through all that man like I did it. You know what I'm saying. So this fraud is on my part."

HHS completed an "in/out" analysis reflecting that RXRS billed Medicaid for approximately 1.8 million units of supplies than it purchased. The approximate loss established by this analysis from 2007 through 2014 is approximately **$1.2 million**. This figure just accounts for the incontinent supplies billed but not provided. Evidence establishes that many of the beneficiaries did not need and the doctors did not "authorize" incontinent supplies that were reported to have been delivered too. The beneficiaries included disabled, elderly and/or infirm individuals. In addition, some of the same beneficiaries were billed for other DME (wound care, diabetic testing kits) that are fraudulent as well.

On February 4, 2014, federal agents executed a search warrant at RXRS and Crawford and Myles's home. Agents observed that the two individuals maintained separate bedrooms. There were boxes of patient files and folders maintained both in the general living area of the house and in boxes under the stairs without any regard to the PII and health protected information contained therein. RXRS was required to maintain accurate records regarding the provision of any disposable medical supplies or durable medical equipment. Most of the files were incomplete and did not have documentation for the deliveries purportedly made on behalf of patients/beneficiaries.

Agents found almost $60,000 in cash in a clothes bin beside the bed in Crawford's room. In addition, in a bedroom upstairs, Myles had made a makeshift closet containing tens of thousands of dollars' worth of clothing and designer shoes including apparel for her then 3-year-old granddaughter who competed in beauty pageants.

Among the items recovered from RXRS were paper printouts of emails dated February 7, 2008 through February 15, 2008 that suggested a criminal plan at the inception of RXRS. Based on those emails, a search warrant was obtained for the AOL accounts of RXRS. The email accounts also provided evidence of Crawford and Myles's volatile relationship and their roles in the business. Delivery tickets for patients including "SE" in December 2013 and January 2014 were found during the search warrants and many were clearly false. For example, "SE" died in November 2013 and bills continued for her through 2014 (post search warrant).

Medicaid is a health care benefit program as defined under Title 18, United States Code, Section 24(b), that is, a public or private plan or contract plan, affecting commerce, under which a medical benefit, item, or service is provided to individuals, and for which payment may be made under the plan or contract. Medicaid is a joint federal and state program that provides medical assistance for certain individuals and families with low income and resources. Many private insurance companies are also health care benefit programs and provide coverage for medical benefits, items and services.

III. Tax Fraud

Further financial investigation revealed that each of the defendants personally profited from the scheme either through ownership or through salary paid from proceeds of the fraud. Neither Crawford nor Myles timely filed income tax returns reporting the money earned from RXRS for calendar years 2010 through 2013.

Crawford and Myles personally used the proceeds of the fraud directly from the accounts of RXRS and failed to report to the IRS and pay taxes on salary and other income earned from RXRS. Both Crawford and Myles had control over the deposit and disbursement activity of RXRS business accounts. In this way, Crawford and Myles conspired together to defraud the United States Department of Treasury by impeding, impairing, obstructing, and defeating the lawful government functions of the Internal Revenue Service to ascertain, compute, assess, and collect federal income taxes. Numerous overt acts were performed by the defendants in furtherance of the conspiracy. Review of bank records associated with this fraud scheme reveal a significant portion of the fraud proceeds went directly to Crawford and Myles for personal living expenses including their mortgage; to a business entity set up for the benefit of Myles' daughter; directly to Myles' daughter; to a private school for their granddaughter and consumption based expenditures such as personal travel, restaurants, the hosting of social events, and clothing retailer.

Utilizing a specific item method of proof, the IRS determined the approximate tax loss attributable to Crawford alone for tax years 2010 through 2013 as is $102,782.17 (federal) and approximately $25,000. For the 2010 to 2012 tax years, the income was calculated to consist of payments made by RXRS that were corroborated to be personal in nature. For the 2013 year, the unreported income was calculated to be Form 1099 payments made by RXRS to Crawford.

The total amount of restitution owed by Crawford is $1,207,585.38 to Medicaid; $102,782.17 to US Department of Treasury (IRS) and $25,000 to the Comptroller, State of Maryland.

I have reviewed the foregoing statement of facts with my attorney, understand it, agree with it, and do not wish to change any part of it. I further understand that it is included as part of my plea agreement with the government in this case.

Agreed to this 16th day of November 2016:

Harry Crawford

Harry Crawford

Represented by:

Lucius Outlaw

Rebecca Talbott