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**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

U.S. DISTRICT COURT
BANGOR, MAINE
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UNITED STATES OF AMERICA

BY _____
DEPUTY CLERK

v.

Case Number: 07-55-B-W

LAWRENCE SEARS

WAIVER OF INDICTMENT

I, Lawrence Sears, the above named defendant, who is accused of:

Conspiracy, in violation of Title 18, United States Code, Section(s) 371;

being advised of the nature of the charge(s), the proposed information, and of my rights, hereby waive in open court prosecution by indictment and consent that the proceeding may be by information rather than by indictment.

Date: 9-27-2007

L. E. Sears
Defendant

Joseph M. Baldan
Counsel for Defendant

Date: 9/27/07

Before: John A. Woodcock, Jr.
John A. Woodcock, Jr.
U. S. District Judge

Case Summary

1:07-cr-00055-JAW USA v. SEARS

Date filed: 09/27/2007

Date terminated: 07/03/2008

Date of last filing: 08/13/2008

LAWRENCE SEARS (1)

Office: Bangor

Filed: 09/27/2007

County: Washington

Terminated: 07/03/2008

Reopened:

Other Court Case: None

Count: 1

Citation: 18:922A.F

Offense Level: 4

Conspiracy to make false statements to acquire firearms, 18:371 and 18:922(a)(6)

Def Custody Status: Released

Flags: CLOSED, SEALEDDOC

Plaintiff: USA represented by JOEL B. CASEY **Phone:**945-0344

Email:joel.casey@usdoj.gov

PACER Service Center			
Transaction Receipt			
09/29/2009 18:09:15			
PACER Login:	cb5587	Client Code:	
Description:	Case Summary	Search Criteria:	1:07-cr-00055-JAW
Billable Pages:	1	Cost:	0.08

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**UNITED STATES DISTRICT COURT U.S. DISTRICT COURT
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UNITED STATES OF AMERICA)
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LAWRENCE SEARS)

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Criminal No. 07-55-B-W
BY DEPUTY CLERK

INFORMATION

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File Name: 07cr55 Counts
Names of Attachments if
any: _____

The United States Attorney charges:

COUNT ONE

Between on about June 10, 2006 and June 17, 2006, in the District of Maine, defendant

LAWRENCE SEARS

conspired with another person ("co-conspirator") to make false statements to licensed federal firearms dealers, in connection with the attempted acquisition and acquisition of firearms, in violation of Title 18, United States Code, Section § 922(a)(6).

The Object of the Conspiracy

It was an object of the conspiracy that co-conspirator would acquire firearms from licensed federal firearms dealers, through defendant Sears, by defendant Sears making false statements to the licensed federal firearms dealers.

It was also an object of the conspiracy that co-conspirator's could conceal his involvement in the acquisition and attempted acquisition of the firearms.

Overt Acts

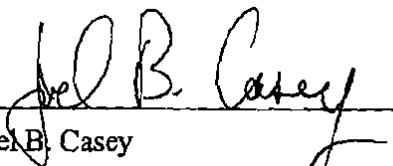
In furtherance of the conspiracy and to effect its objects, the following overt acts, among others, were committed in the District of Maine and elsewhere:

- A. On about June 12, 2006, Sears and co-conspirator had a conversation and Sears agreed to purchase ten pistols for his coconspirator from Smitty's Pawn Shop, a licensed federal firearms dealer in Machias, Maine.
- B. Co-conspirator gave Sears a large amount of U.S. Currency to purchase ten pistols.
- C. Sears provided the U.S. Currency to the proprietor of Smitty's Pawn Shop and took a receipt so that he could take possession of the firearms at a later time.
- D. Sears caused the proprietor of Smitty's Pawn Shop to order ten pistols from his out-of-state supplier.
- E. On about June 14, 2006, Sears and co-conspirator drove to Maine Military Supply, a licensed federal firearms dealer in Brewer, Maine.
- F. Co-conspirator again gave Sears a large amount of U.S. Currency to purchase eight pistols.
- G. Sears completed an ATF Form 4473 and knowingly made a false and fictitious statement on the form by answering "Yes" to question 12. a. which read as follows: "Are you the actual buyer of the firearm indicated below? Warning: You are not the actual buyer if you are acquiring the firearm(s) on behalf of another person. If you are not the actual buyer, the dealer cannot transfer the firearm(s) to you. (See Important Notice 1 for actual buyer definition and examples.)"
- H. Using the U.S. Currency he had been provided by co-conspirator, Sears purchased and took possession of the eight firearms.

- I. Sears and co-conspirator left Maine Military Supply, placed the firearms in Sears' vehicle, and then he and co-conspirator entered the vehicle and drove away.
- J. On about June 20, 2006, in an interview with representatives of the Bureau of Alcohol Firearms and Explosives, Sears falsely denied involvement of co-conspirator in his attempted purchase of firearms from Smitty's Pawn Shop.
- K. On about June 20, 2006, in an interview with representatives of the Bureau of Alcohol Firearms and Explosives, Sears falsely denied purchasing any firearms from any other licensed federal firearms dealer after leaving Smitty's Pawn Shop on June 12, 2006.

All in violation of Title 18, United States Code, Section 371.

Dated: 8/20/07


Joel B. Casey
Assistant United States Attorney

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**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

U.S. DISTRICT COURT
BANGOR, MAINE
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UNITED STATES OF AMERICA)
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 v.)
)
 LAWRENCE SEARS)

Criminal No. 07-055-B-W
DEPUTY CLERK

PROSECUTION VERSION OF THE OFFENSE

Had this case proceeded to trial the Government would have offered the testimony of officers and agents from the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Eastern Maine Violent Crimes Task Force, and the lay witnesses discussed below, to prove the following:

On the afternoon of June 12, 2006, Sears entered Smitty's Gun Shop in Machias, Maine. Sears was known to the proprietor of the shop, Stephen J. Smith. Mr. Smith asked Sears if he needed any assistance, to which Sears responded no, but another individual would be in to see him shortly. Not long thereafter, a man entered the store and proceed to the handgun display case.

The man indicated that he was looking for a Hi Point brand 9mm pistol, and asked for the price. Mr. Smith then located a distributor in New York who could ship 10 Hi Point brand 9mm pistols. Mr. Smith quoted the man a price of \$150.00 each, plus \$75.00 in sales tax, for a total of \$1,575.00. The man agreed to the price and instructed Mr. Smith to place the order.

The man then retrieved the wad of cash from his pocket and proceeded to count out \$1,575.00. Mr. Smith began to fill out the sales receipt and asked the man for identification. The man replied that he had just moved to the area from Florida, and did not have identification and, therefore, Sears would buy the pistols for him. The man then passed the cash to Sears,

while Sears handed Smith his Maine State Driver's License.

Mr. Smith asked Sears if the guns were for him. Sears said they were and that he would be taking them directly to his residence. The man added that he would not be present when Sears picked up the guns. Mr. Smith asked what they were going to do with 10 handguns and Sears said that he was collecting them. Mr. Smith told Sears that he needed to fill out an ATF multiple sale form, to which Sears responded that it was no one's business what the guns were for.

On June 13, 2006, Sears and the same man who had been in Smitty's Pawn Shop the day before with Sears, arrived in an older model four door Mercury at Maine Military Supply in Brewer, Maine. All of the men's movements were captured on a video surveillance system. The two men entered the store and approached the hand gun display case. Before the clerk arrived to wait on Sears, on the video tape, the man with whom he was with, can be observed surreptitiously removing a large wad of cash from his pocket, sneaking it below the counter of the display case to Sears, who took it and concealed it in his pocket. When the clerk arrived, Sears proceeded to ask the clerk questions about various handguns in the case. The other man left the area and could be seen milling about the store while Sears spoke with the clerk.

Sears asked for .380 caliber and 9mm Hi Point handguns. The clerk advised Sears that he only had .40 and .45 calibers in stock. Sears asked for four of each, produced his Maine Driver's License, and completed an ATF form 4473. Sears answered "Yes" to Question 11a. on the form which read, "Are you the actual buyer of the firearm(s) listed on this form? **You are not the actual buyer if you are acquiring the firearm(s) on behalf of another person. If you are not the actual buyer, the dealer cannot transfer the firearm(s) to you.**" The clerk ran a NICS check on Sears and was cleared to proceed with the sale.

Sears then reached into his pocket, removed the wad of cash he had received from the man moments before and paid \$1,427.92 in cash for the eight pistols. While completing the sale, the clerk overheard another customer ask Sears why he wanted 8 Hi Point pistols. Sears responded that he was buying them for an investment, and that he would sell them when their price increased.

On June 14, 2006 at approximately 2:45 p.m., Mr. Smith, from Smitty's Pawn Shop, contacted Sears and told him that he was not going to complete the sale and that he would notify the ATF. Sears was angry that he was not able to get the guns and came by the store later that afternoon to pick up his refund check. At that time, Smith asked Sears who he was with when he first came to the store. Sears provided the name of the man and told Smith that the man was from Calais, Maine. After Sears left, Smith called the ATF.

Having interviewed Mr. Smith on June 16, 2006, concerning the events of June 12, 2006 and June 14, 2006, described above, but unaware of the events of June 13, 2006, TFO Erik Tall and S/A Brent McSweyn interviewed Sears at his residence in Perry, Maine on June 20, 2006. The interview was recorded.

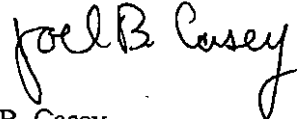
During the interview, Sears acknowledged going to Smitty's Gun Shop, initially stating that he had gone to the store alone. He later told the agents that he had gone to the store with his cousin. Sears claimed that he did not know his cousin well, that he had no contact information for his cousin, and later stated that the man might not even be his cousin.

Sears claimed that he told Mr. Smith that he wanted 10 - 9mm handguns, but he did not know what kind he ordered. He claimed that Mr. Smith had to call New York to order the guns. He stated that he paid Mr. Smith \$1575 in cash for the guns, but Mr. Smith subsequently called

him to cancel the sale. Sears did not recall "his cousin" having any conversations with Mr. Smith. Sears did not recall "his cousin" having any large amounts of cash on his person. He did not recall "his cousin" giving him any large amounts of cash. The agents also asked Sears whether, after ordering the firearms at Smitty's Gun Shop, he had purchased firearms at any other location. Sears denied that he had.

Respectfully submitted,

PAULA D. SILSBY
United States Attorney


BY: 

Joel B. Casey
Assistant U.S. Attorney

Date: August 24, 2006

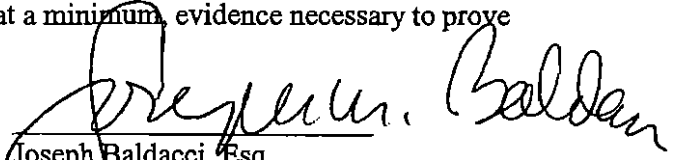
I, Lawrence Sears, the defendant herein, have reviewed the foregoing Prosecution Version of the Offense and agree that it is true and accurate to the best of my personal knowledge.

Date: 10-20-2006


Lawrence Sears, Defendant

I, Joseph Baldacci, Esq, counsel for Lawrence Sears, the defendant herein, have reviewed the foregoing Prosecution Version of the Offense with my client and agree that if this case proceeded to trial, the Government could produce, at a minimum, evidence necessary to prove the facts set forth above.

Date: 10-22-06


Joseph Baldacci, Esq.
Attorney for the Defendant

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UNITED STATES DISTRICT COURT
UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

U.S. DISTRICT COURT
BANGOR, MAINE
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UNITED STATES OF AMERICA)
)
 v.)
)
 LAWRENCE SEARS)

Criminal No. 07-55-B-W
DEPUTY CLERK

AGREEMENT TO PLEAD GUILTY AND COOPERATE
(WITH STIPULATIONS AND APPEAL WAIVER)

The United States of America, by and through Paula D. Silsby, United States Attorney for the District of Maine, and Joel B. Casey, Assistant United States Attorney, and Lawrence Sears (hereinafter "Defendant"), acting for himself and through his counsel, Joseph Baldacci, Esquire, enter into the following Agreement based upon the promises and understandings set forth below:

1. Guilty Plea. Defendant agrees to waive indictment and plead guilty to the attached Information pursuant to Rule 11 of the Federal Rules of Criminal Procedure (Fed. R. Crim. P.). The Information charges the Defendant with one count of violating Title 18, United States Code, Section 371 (conspiracy).

2. Penalties

Defendant understands that the penalties for the offense is:

- A. A maximum prison term of five years;
- B. A maximum fine of \$250,000;
- C. A mandatory special assessment of \$100.00 for each count of conviction which Defendant agrees to pay at or before the time that he enters a guilty plea; and

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D. A term of supervised release of not more than three years. Defendant understands that the defendant's failure to comply with any of the conditions of supervised release may result in revocation of supervised release, requiring the defendant to serve up to two additional years in prison pursuant to 18 U.S.C. § 3583.

3. Agreements Regarding Sentencing: The parties agree, pursuant to Rule 11(c)(1)(B), to take the following positions with respect to sentencing in this case:

A. The parties agree to recommend that the 2005 edition of the Guidelines Manual applies.

B. The parties agree to recommend that the Court find that the defendant has accepted responsibility for the offenses of conviction, and that the Court should reduce the defendant's Adjusted Offense Level by three levels under USSG § 3E1.1. The government reserves the right not to recommend a reduction under USSG § 3E1.1 if, at any time between his execution of this Agreement and sentencing, the defendant (a) fails to admit a complete factual basis for the plea, (b) fails to truthfully admit his conduct in the offense of conviction, c) engages in conduct which results in an adjustment under U.S.S.G. § 3C 1.1; or (d) falsely denies or frivolously contests relevant conduct for which the defendant is accountable under USSG § 1B1.3. Defendant understands that he may not withdraw the guilty plea if, for any of the reasons listed above, the government does not recommend that he receive a reduction in Offense Level for acceptance of responsibility.

The parties expressly agree and understand that should the Court reject either or both of the recommendations of the parties, the Defendant will not thereby be permitted to withdraw his

plea of guilty. The parties agree and understand that the Court has the discretion to impose any lawful sentence.

4. Appeal Waivers. Defendant is aware that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Knowing that, Defendant waives the right to appeal the following:

- A. Defendant's guilty plea and any other aspect of Defendant's conviction in the above-captioned case; and
- B. A sentence of imprisonment (however the court determines the sentence) that does not exceed the number of months provided for in Offense Level 15 of the United States Sentencing Commission, Guidelines Manual (2005), at the Criminal History Category to be determined by the Court. The Defendant's waiver of his right to appeal shall not apply to appeals based on a right that has been newly recognized by the Supreme Court and made retroactively applicable to cases on collateral review.

5. Requirement of Cooperation. Defendant agrees to meet with attorneys and agents of the Government, as needed, to tell fully, honestly, truthfully and completely all that he knows or has heard about violations of federal and state laws, including but not limited to his involvement and the involvement of others in violations of law as set forth in the Information herein and to answer all related questions in the same manner. He agrees to provide the Government or aid the Government in acquiring all documents, photographs, bills, records, receipts and all like materials to which he has access, which will corroborate this information. Defendant further agrees to testify fully, honestly, truthfully and completely at any and all grand

juries, trials or other official proceedings in which his testimony is requested, in the District of Maine, or any other district. Defendant agrees to meet with Government agents or attorneys in preparation for any such testimony before the grand jury, at trial or at any other official proceeding. Defendant agrees that he will not oppose any request by the Government to postpone the sentencing hearing in this case.

6. Letter Immunity. In return for Defendant's full and truthful cooperation, the U.S. Attorney agrees not to use any information provided by Defendant pursuant to this Agreement or pursuant to the proffer agreement dated August 17, 2006 or any information directly or indirectly derived therefrom against Defendant in any criminal case, except in a prosecution: (1) for perjury or obstruction of justice, or for making a false statement after the date of this Agreement; (2) for a criminal act of terrorism (as that term is defined in 18 U.S.C. § 2231(1)); or (3) for an act of physical violence (as that term is defined in 18 U.S.C. § 16), or conspiracy to commit any such act of violence. The parties understand, however, that the Government will provide to the Court the information which Defendant provides pursuant to this Agreement. All such disclosures by the Government, however, shall be made subject to the provisions constraining the use of this information by the District Court and U.S. Probation Office contained in U.S.S.G. § 1B1.8(a) and the commentary thereto. Notwithstanding the provisions of U.S.S.G. § 1B1.8(b)(5) and the commentary thereto, the U.S. Attorney agrees to take the position that at the time of sentencing information provided by Defendant pursuant to this Agreement should not be used either in determining where within the applicable guideline range to sentence Defendant or in determining whether, or to what extent, a departure or a so-called "Booker deviation" from the Sentencing Guidelines is warranted.

7. Consequences of Breach. If Defendant should fail in any way to cooperate fully, honestly, truthfully and completely, or to complete all terms and conditions set forth in this Agreement, then the United States may be released from its commitments as set forth in this Agreement. Defendant understands that by being released from its commitments as set forth in this Agreement, the United States would be permitted to introduce in evidence and otherwise use against Defendant any statement that the Defendant makes pursuant to paragraph 5 above and all evidence derived directly or indirectly from such statements. The determination of whether Defendant has so cooperated and has completed all terms and conditions set forth in this Agreement shall be made solely by the United States Attorney for the District of Maine, but a determination adverse to Defendant shall have a material and articulable basis. If Defendant seeks and is allowed to withdraw his plea of guilty entered pursuant to this Agreement, under circumstances constituting a breach of this Agreement, or if Defendant's guilty plea is rejected due to Defendant's conduct constituting a breach of this Agreement, he hereby waives any rights that he has under Rule 410 of the Federal Rules of Evidence and Rule 11(f) of the Federal Rules of Criminal Procedure. Defendant understands that by waiving such right, the following would be admissible against him in any subsequent prosecution for the conduct underlying the charges in the case: (a) the fact that he pleaded guilty in this case; (b) all statements made in the course of the guilty plea; and (c) all statements made during the course of plea discussions.

8. Consequence of Rejection of Plea or Withdrawal of Guilty Plea. In the event that the Court rejects Defendant's guilty plea under circumstances not constituting a breach of this Agreement or in the event that the Defendant withdraws his guilty plea under circumstances not constituting a breach of this Agreement, Defendant waives any and all rights he may have to a

Kastigar hearing in which the United States would have to prove that the evidence it would introduce at his trial was not tainted by any statements or other information provided by the Defendant pursuant to this Agreement.

9. Perjury/False Statement Prosecution Available. Nothing in this Agreement will prevent the United States from instituting prosecution of Defendant for perjury, false statement or false declaration if Defendant commits such acts in connection with this Agreement. Additionally, Defendant understands that the United States will not tolerate any future violations of state or federal laws by him, and should any become known to have been committed after the effective date of this Agreement, the United States may, in its sole discretion, be released from any or all of its commitments under this Agreement, and may declare this Agreement null and void. Nothing in this Agreement will preclude prosecution of Defendant by appropriate authorities for criminal acts which the Defendant may commit after the effective date of this Agreement.

10. Disclosure of Cooperation Upon Defendant's Request. At the request of Defendant, the United States Attorney's Office will make known the cooperation provided by Defendant to any individual or entity to whom Defendant wishes such information disseminated.

11. Speedy Trial Waiver. Defendant agrees to waive, and hereby does waive, any and all rights he might have under the Speedy Trial Act, 18 U.S.C. §§ 3161-64, from the date of the execution of this Agreement and continuing thereafter through and including the date upon which sentence is imposed. The Defendant expressly consents to the entry of an Order by the Court excluding such periods of time from such consideration.

12. Departure Not Required. Nothing in this Agreement shall be interpreted to require the United States to move the Court pursuant to United States Sentencing Commission Sentencing Guideline Section 5K1.1 for a downward departure.

13. Validity of Other Agreements; Signature. This Agreement supersedes any prior understandings, promises, or conditions between this Office and Defendant. No additional understandings, promises, or conditions have been entered into other than those set forth in this Agreement, and none will be entered into unless in writing and signed by all parties. The signature of Defendant in the space designated signifies his full and voluntary acceptance of this Agreement.

I have read this Agreement and have carefully reviewed every part of it. I understand it and I have voluntarily agreed to it.

Date: 9-28-06

L. E. Sears
Lawrence Sears, Defendant

I am legal counsel for Lawrence Sears. I have carefully reviewed every part of this Agreement consisting of seven pages with Lawrence Sears. To my knowledge, Lawrence Sears' decision to enter into this Agreement is an informed and voluntary one.

Date: 9/28/06

Joseph M. Baldacci
Joseph Baldacci, Esquire
Attorney for Defendant

FOR THE UNITED STATES:

Paula D. Silsby
United States Attorney

Date: 9/28/06

Joel B. Casey
Joel B. Casey
Assistant U.S. Attorney

Approved:

[Signature]
Supervisory Assistant U.S. Attorney

United States District Court
District of Maine

U.S. DISTRICT COURT
BANGOR, MAINE
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UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE

V.

BY _____
DEPUTY CLERK

LAWRENCE SEARS

Case Number: 1:07-CR-55-001

USM Number: 11206-036

Entered on Docket: 7/3/08

Joseph Baldacci, Esq.

Defendant's Attorney

THE DEFENDANT:

- pleaded guilty to count(s) 1 of an Information
- pleaded nolo contendere to count(s) _____ which was accepted by the court.
- was found guilty on count(s) _____ after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

<u>Title & Section</u>	<u>Nature of Offense</u>	<u>Offense Ended</u>	<u>Count</u>
18:371	Conspiracy to Make False Statements in the Acquisition of Firearms	6/17/2006	1

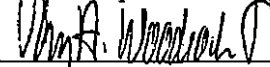
The defendant is sentenced as provided in pages 2 through 6 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- The defendant has been found not guilty on count(s) _____.
- Count(s) _____ is are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant shall notify the court and United States attorney of material changes in economic circumstances.

July 3, 2008

Date of Imposition of Judgment



Signature of Judge

John A. Woodcock Jr., U.S. District Judge

Name and Title of Judge

July 3, 2008

Date Signed

DEFENDANT: LAWRENCE SEARS
CASE NUMBER: 1:07-CR-55-001

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 18 months.

- The court makes the following recommendations to the Bureau of Prisons:
Defendant be designated to a medical facility consistent with his underlying medical conditions.
- The defendant is remanded to the custody of the United States Marshal.
- The defendant shall surrender to the United States Marshal for this district, at Bangor
 - at 2:00 a.m. p.m. on September 2, 2008.
 - as notified by the United States Marshal.
- The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons.
 - before 2 p.m. on _____.
 - as notified by the United States Marshal.
 - as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____
at _____, with a certified copy of this judgment.

UNITED STATES MARSHAL

By _____
DEPUTY UNITED STATES MARSHAL

DEFENDANT: LAWRENCE SEARS
CASE NUMBER: 1:07-CR-55-001

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of 2 years.

The Defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state, or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two additional drug tests during the term of supervision, but not more than 70 drug tests per year thereafter, as directed by the probation officer. (Check, if applicable.)

- The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. (Check, if applicable.)
- The defendant shall not possess a firearm, destructive device, or any other dangerous weapon. (Check, if applicable.)
- The defendant shall cooperate in the collection of DNA as directed by the probation officer. (Check, if applicable.)
- The defendant shall register with the state sex offender registration agency in the state where the defendant resides, works, or is a student, as directed by the probation officer. (Check, if applicable.)
- The defendant shall participate in an approved program for domestic violence. (Check, if applicable.)

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

- 1) the defendant shall not leave the judicial district without the permission of the court or probation officer;
- 2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;
- 3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 4) the defendant shall support his or her dependents and meet other family responsibilities;
- 5) the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
- 6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
- 8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
- 10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;
- 11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and
- 13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: LAWRENCE SEARS
CASE NUMBER: 1:07-CR-55-001

ADDITIONAL SUPERVISED RELEASE TERMS

1. Defendant shall participate in mental health treatment, as directed by the supervising officer, until released from the program by the supervising officer. Defendant shall pay/co-pay for services during such treatment, to the supervising officer's satisfaction; and
2. Defendant shall not own or possess any firearm or other dangerous weapon, or knowingly be at any time in the company of anyone known by him to possess a firearm or other dangerous weapon.

DEFENDANT: LAWRENCE SEARS
 CASE NUMBER: 1:07-CR-55-001

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
Totals:	\$100.00	0.00	0.00

- The determination of restitution is deferred until . An Amended Judgment in a Criminal Case (AO 245C) will be entered after such determination.
- The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

<u>Name of Payee</u>	<u>Total Loss*</u> \$	<u>Restitution Ordered</u> \$	<u>Priority or Percentage</u>
TOTALS	\$ _____	\$ _____	

- Restitution amount ordered pursuant to plea agreement \$
- The defendant must pay interest on restitution and a fine of more than \$2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).
- The court determined that the defendant does not have the ability to pay interest and it is ordered that:
 - the interest requirement is waived for the fine restitution.
 - the interest requirement for the fine restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18, United States Code, for offenses committed on or after September 13, 1994 but before April 23, 1996.

DEFENDANT: LAWRENCE SEARS
CASE NUMBER: 1:07-CR-55-001

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties are due as follows:

- A Lump sum payment of \$100 due immediately, balance due
- Any amount that the defendant is unable to pay now is due and payable during the term of incarceration. Upon release from incarceration, any remaining balance shall be paid in monthly installments, to be initially determined in amount by the supervising officer. Said payments are to be made during the period of supervised release, subject always to review by the sentencing judge on request, by either the defendant or the government.
 - not later than _____, or
 - in accordance with C, D, or E, or F below; or
- B Payment to begin immediately (may be combined with C, D, or F below); or
- C Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or
- D Payment in equal _____ (e.g., weekly, monthly, quarterly) installments of \$ _____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervision; or
- E Payment during the term of supervised release will commence within _____ (e.g., 30 or 60 days) after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or
- F Special instructions regarding the payment of criminal monetary penalties:

Unless the court has expressly ordered otherwise, if this judgment imposes a period of imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate:

- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs.

