



U.S. Department of Justice

United States Attorney
District of Maryland

P. Michael Cunningham
Assistant United States Attorney
michael.cunningham@usdoj.gov

Suite 400
36 S. Charles Street
Baltimore, MD 21201-3119

Direct: 410-209-4884
Main: 410-209-4800
Fax: 410-962-3091

October 18, 2023

Via email:
Sedira_Banan@fd.org

Sedira S. Banan, Esquire
Anjali Biala, Esquire
Office of the Federal Public Defender
100 South Charles Street, Tower II, 9th Floor
Baltimore, Maryland 21201

FILED ENTERED
 LOGGED RECEIVED
9:35 am, Oct 31 2023
AT BALTIMORE
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND
BY _____ Deputy

Re: United States v. Supreme Jones
Criminal No. 22-cr-0225-SAG

Dear Counsel:

This letter, together with the Sealed Supplement, confirms the plea agreement (this "Agreement") that has been offered to your client, Supreme Jones (hereinafter "Defendant"), by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have the Defendant execute it in the spaces provided below. If this offer has not been accepted by **Thursday, October 19, 2023**, it will be deemed withdrawn. The terms of the Agreement are as follows:

Offenses of Conviction

1. The Defendant agrees to plead guilty to a two Count Criminal Information charging him with the lesser included offenses to Counts One and Two of the Indictment, for entering an aircraft or airport area in violation of security requirements, in violation of 49 U.S.C. §§ 46314(a) and (b)(1). The Defendant admits that he is, in fact, guilty of those 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. First, the Defendant knowingly and willfully entered an airport area;

b. Second, the entry was contrary to security measures prescribed in accordance with statute and regulation; and

c. Third, the airport area served an air carrier.

Penalties

3. The maximum penalties provided by statute for the offenses to which the Defendant is pleading guilty are as follows:

Count	Statute	Maximum Imprisonment	Supervised Release	Maximum Fine	Special Assessment
1 & 2	49 U.S.C. § 46314(a) & (b)(1)	1 year	1 year	\$100,000	\$25

a. Prison: If the Court orders a term of imprisonment, the Bureau of Prisons has sole discretion to designate the institution at which it will be served.

b. Supervised Release: If the Court orders a term of supervised release, and the Defendant violates the conditions of supervised release, the Court may order the Defendant returned to custody to serve a term of imprisonment up to the entire original term of supervised release if permitted by statute, followed by an additional term of supervised release.

c. Restitution: The Court may order the Defendant to pay restitution pursuant to 18 U.S.C. §§ 3663, 3663A, 3664, and 2259.

d. Payment: If a fine or restitution is imposed, it shall be payable immediately, unless the Court orders otherwise under 18 U.S.C. § 3572(d). The Defendant may be required to pay interest if the fine is not paid when due.

e. Forfeiture: The Court may enter an order of forfeiture of assets directly traceable to the offense, substitute assets, and/or a money judgment equal to the value of the property subject to forfeiture.

f. Collection of Debts: If the Court imposes a fine or restitution, this Office's Financial Litigation Unit will be responsible for collecting the debt. If the Court establishes a schedule of payments, the Defendant agrees that: (1) the full amount of the fine or restitution is nonetheless due and owing immediately; (2) the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment; and (3) the United States may fully employ all powers to collect on the total amount of the debt as provided by law. Until the debt is paid, the Defendant agrees to disclose all assets in which the Defendant has any interest or over which the Defendant exercises direct or indirect control. Until the money judgment is satisfied, the Defendant authorizes this Office to obtain a credit report in order to evaluate the Defendant's ability to pay, and to request and review the Defendant's federal and state income tax returns. The Defendant

agrees to complete and sign a copy of IRS Form 8821 (relating to the voluntary disclosure of federal tax return information) and a financial statement in a form provided by this Office.

Waiver of Rights

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

a. If the Defendant had pled not guilty and persisted in that plea, the Defendant would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a District Court or Magistrate Judge, with or without a jury.

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 defense, however, the Defendant would have the subpoena power of the Court to compel the witnesses to attend.

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

e. If the Defendant were found guilty after a trial, the Defendant 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. 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 the Defendant may have to answer the Court's questions both about the rights being given up and about the facts of the case. Any statements that the Defendant makes during such a hearing would not be admissible against the Defendant during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, the Defendant will be giving up the right to file and have the Court rule on pretrial motions, and there will be no further trial or proceeding of any kind in the above-referenced criminal case, and the Court will find the Defendant guilty.

h. By pleading guilty, the Defendant may also be giving up certain valuable civil rights and **employment opportunities**. The Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any potential employment 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 the Government would prove beyond a reasonable doubt, and to the following applicable sentencing guidelines factors:

a. There is no specific guideline provision for the charged offenses. The applicable guideline provision for Class A misdemeanors not covered by another specific offense guideline is USSG §2X5.2

b. The base offense level is 6.

c. Pursuant to USSG § 3B1.3, there is a 2 level increase for abuse of a position of trust.

d. This Office is free to argue for an upward departure under USSG § 3C1.1 for obstructive conduct; the Defendant is free to oppose this departure.

e. This Office does not oppose a 2-level reduction in the Defendant's adjusted offense level pursuant to USSG § 3E1.1(a), based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for the Defendant's criminal conduct.

f. Thus, the final adjusted offense level is 6, unless the Court grants an upward departure pursuant to paragraph 6.d., *above*.

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.

Rule 11 (c) (1) (C) Plea

8. The parties stipulate and agree pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) that a sentence of **60** months' probation is the appropriate disposition of this case. A specific condition of probation will be that the Defendant cannot seek nor hold any employment in law enforcement, whether at the federal, state or local level, or any other position for which he would be required to carry a firearm. Another specific condition of probation will be that the Defendant cannot falsely represent his status as a military member or a member of any law enforcement entity. The Defendant further agrees that he will not seek to terminate probation before the expiration of the full term. This Agreement does not affect the Court's discretion to impose any lawful fine or to set any other lawful conditions of probation or supervised release. In the event that the Court rejects this plea agreement, either party may elect to declare the Agreement null and void. Should the Defendant so elect, he will be afforded the opportunity to withdraw his plea pursuant to the provisions of Federal Rule of Criminal Procedure 11(c)(5). If this plea agreement is accepted, this Office will dismiss the pending Indictment.

9. The Defendant also agrees, pursuant to this plea agreement and the statement of facts in Attachment A, that he could be charged with having made a false, material statement to Special Agents of the Federal Bureau of Investigation who were investigating his conduct at Baltimore Washington/Thurgood Marshall International Airport, on or about April 5, 2022, in violation of 18 U.S.C. 1001. As long as the Defendant complies with the specific condition of probation relating to not seeking employment in law enforcement or a position for which would be required to carry a firearm, this Office agrees to not charge him with that offense. In the event the Defendant violates this condition of probation and is charged with this offense, he agrees to waive any defense on the grounds that the delay from the date of this Agreement and 60 months thereafter operated to deny him a right to a speedy trial under the Sixth Amendment to the United States Constitution, Rule 48(b) of the Federal Rules of Criminal Procedure, the Speedy Trial Act (18 U.S.C. Section 3161 et seq.), Local Rule 30 of the United States District Court for the District of Maryland, or the **pertinent statute of limitations**.

Waiver of Appeal

10. In exchange for the concessions made by this Office and the Defendant in this 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 any other statute or constitutional provision, to appeal the Defendant's conviction on any ground whatsoever. This includes a waiver of all right to appeal the Defendant's conviction on the ground that the statute(s) to which the Defendant is pleading guilty is unconstitutional, or on the ground that the admitted conduct does not fall within the scope of the statute(s), to the extent such challenges legally can be waived.

b. The Defendant and this Office knowingly and expressly waive all rights conferred by 18 U.S.C. § 3742 to appeal whatever lawful sentence is imposed (including any term

of imprisonment, fine, term of supervised release, or order of restitution) for any reason, the weighing of the sentencing factors, and any constitutional challenges to the calculation and imposition of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release.

c. 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.

Defendant's Conduct Prior to Sentencing and Breach

11. a. If there is a period of time between entry of plea and the date of sentencing, the Defendant will not engage in conduct that constitutes obstruction of justice under USSG § 3C1.1; will not violate any federal, state, or local law; will acknowledge guilt to the probation officer and the Court; will be truthful in any statement to the Court, this Office, law enforcement agents, and probation officers; will cooperate in the preparation of the presentence report; and will not move to withdraw from the plea of guilty or from this Agreement.

b. If the Defendant engages in conduct prior to sentencing that violates the above paragraph of this Agreement, and the Court finds a violation by a preponderance of the evidence, then: (i) this Office will be free from its obligations under this Agreement; (ii) this Office may make sentencing arguments and recommendations different from those set out in this Agreement, even if the Agreement was reached pursuant to Rule 11(c)(1)(C); and (iii) in any criminal or civil proceeding, this Office will be free to use against the Defendant all statements made by the Defendant and any of the information or materials provided by the Defendant, including statements, information, and materials provided pursuant to this Agreement, and statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure. A determination that this Office is released from its obligations under this Agreement will not permit the Defendant to withdraw the guilty plea. The Defendant acknowledges that the Defendant may not withdraw the Defendant's guilty plea—even if made pursuant to Rule 11(c)(1)(C)—if the Court finds that the Defendant breached the Agreement. In that event, neither the Court nor the Government will be bound by the specific sentence or sentencing range agreed and stipulated to herein pursuant to Rule 11(c)(1)(C).

Court Not a Party

12. The Court is not a party to this Agreement. Except as noted in paragraph 8 above, the sentence to be imposed is within the sole discretion of the Court. The Court is not bound by the Sentencing Guidelines stipulation in this Agreement. The Court will determine the facts relevant to sentencing. The Court is not required to accept any recommendation or stipulation of the parties.

Entire Agreement

13. This letter, together with the Sealed Supplement, constitutes the complete plea agreement in this case. This letter, together with the Sealed Supplement, supersedes any prior


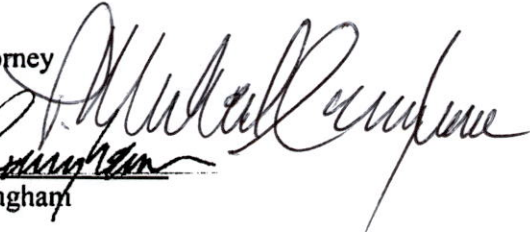
understandings, promises, or conditions between this Office and the Defendant. There are no other agreements, promises, undertakings, or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement. No changes to this Agreement will be effective unless in writing, signed by all parties and approved by the Court.

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 us promptly.

Very truly yours,

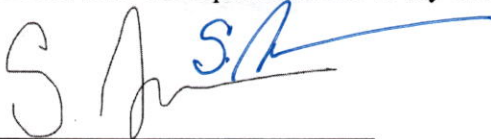
Erik L. Barron
United States Attorney

By:



P. Michael Cunningham
Spencer L. Todd
Assistant United States Attorneys

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

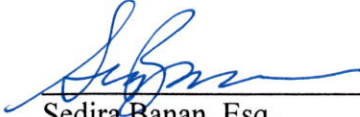
18 October 2023
Date



Supreme Jones

We are the Defendant's attorneys. We have carefully reviewed every part of this Agreement, including the Sealed Supplement with the Defendant. The Defendant advises us that the Defendant understands and accepts its terms. To our knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

10/19/23
Date



Sedira Banan, Esq.
Anjali Biala, Esq.
Counsel for the Defendant

ATTACHMENT A
STIPULATION OF FACTS

The undersigned parties stipulate and agree that if this case had proceeded to trial, this Office would have proven the following facts beyond a reasonable doubt. The undersigned parties also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this matter proceeded to trial.

Supreme JONES (hereinafter, the Defendant or “JONES”), age 32, is a former resident of Maryland now living in the Atlanta, Georgia area. From about 2018 through about June 2022, JONES was an armed United States Customs and Border Protection (“CBP”) officer. He was assigned duties as a uniformed officer at the Baltimore Washington International/Thurgood Marshall Airport (“BWI”). Among other responsibilities, he performed interviews of BWI passengers entering and departing the United States from or to foreign countries and inspected baggage and other property.

As a result of his assigned duties, JONES was issued a Secure Identification Display Area (“SIDA”) badge. This credential essentially authorized and enabled JONES to go into any area of BWI, including the sterile areas beyond the Transportation Security Administration (“TSA”) security checkpoints, for the performance of his official duties. This included being able to enter the sterile area of BWI via the “exit only” portals, although TSA policy discouraged this practice in non-emergency situations.

In or about 2021, the Federal Bureau of Investigation (“FBI”) began an investigation into complaints that JONES was abusing his official duty authorities. The investigation discovered that during a 14-month period JONES made more than 60 flights, either going from or returning to BWI. For many of these trips, JONES made flight reservations relatively shortly before he departed, and for many flights he did not have checked baggage. This was neither illegal nor unauthorized.

Second, a preliminary review of entry control data, which revealed people using SIDA badges to access the sterile area, reflected an unusual amount of that conduct by JONES. Upon review of surveillance imagery corresponding to the entry point hits, the FBI discovered that JONES was often entering the sterile area of BWI via the controlled exit portals when in civilian clothing—in other words, when not performing official duties. JONES would do so by displaying his SIDA badge to the TSA Officer or TSO on duty at the exit portal.

Although JONES was authorized to be armed when flying for personal reasons, and sometimes he did declare to the airline on which he was traveling that he was armed, there were no checks to verify whether in fact he was armed. Moreover, when he was flying on personal business, whether armed or otherwise, he was expected to proceed through a TSA security checkpoint, not the exit portal. The armed law enforcement officer (“LEO”) was expected to record his/her status with TSA and record the same in a logbook. JONES had received and

acknowledged training on the protocols associated with armed LEOs flying on United States airlines. Typically, an armed LEO flying on a United States airline would board the aircraft in the first tranche of passengers boarding. When a LEO was not flying armed, he or she was expected to transit a TSA security checkpoint just as any other passenger entering the sterile area would. JONES did not do this.

On February 21, 2022, JONES flew on Southwest Airlines from BWI to Atlanta, GA. He did not declare himself to be armed on this flight. Nonetheless, while in civilian clothes, he used his SIDA badge to access the sterile area to proceed to his departure gate within. When he arrived at the Southwest gate, he engaged in a conversation with the airline personnel, appeared to display a previously unseen limp and obtained a special needs boarding pass from the airline, thus enabling him priority boarding of the aircraft.

During this same travel period, JONES flew from Atlanta to Miami, then Miami to St. Martin. On February 27, 2022, JONES flew from St. Martin back to Miami, and from Miami to Atlanta. To justify a flight change and/or late arrival without incurring a flight change fee, JONES falsely represented to an airline representative that a military unit to which he was assigned had been involved in an accident. JONES falsely identified his military superior as "Major Rotman" (Mr. Rottman is the CBP Port Director for the Port of Baltimore) and provided a fictitious phone number of 323-906-7108.

On April 5, 2022, FBI agents conducted surveillance of JONES in BWI. Agents observed that in the early afternoon, while he was still on duty and in his CBP uniform, JONES went to the Frontier Airlines ticket counter where he jumped a long line of passengers to check in for a flight he was taking that day in his personal capacity. When checking in, JONES declared himself to be an armed LEO and properly filled out the paperwork. The agents observing him later positioned themselves near the TSA exit point in anticipation of him using his SIDA badge, while off duty, to enter the sterile portion of BWI through the exit lane.

About 30-45 minutes before the scheduled 4:30 pm departure of his flight, FBI Special Agents David Rodski and Matthew Gordon saw JONES coming through the exit point for the D & E Terminals at BWI. JONES was dressed in civilian attire, and it could not be determined if he was or was not armed. Even if JONES was armed, he should have accessed the sterile area of the terminal through the law enforcement officer check lane and documented the number assigned to him for carrying a firearm. SA Rodski confronted JONES, who said, "hey, Dave, what are you doing" or words to that effect. SA Rodski replied that he was assisting TSA with inspection of everyone coming through the exit lane, and added "I know you're flying out . . . I assume you're LEO flying armed today" or words to that effect. JONES responded to SA Rodski, "I don't know what you're talking about; I am not flying, I'm working . . . trailing somebody" or words to that effect. JONES then terminated the encounter. Shortly thereafter, JONES returned to query SA Rodski what he really was doing; he reiterated he was not flying and again departed. A short while later he was seen in the departure gate area for his Atlanta-bound Frontier Airlines flight, which he boarded.

At no time was JONES authorized to use his SIDA badge to access the sterile area of BWI while engaged in personal business for flying. He was not authorized to avoid any security checkpoints when flying in his personal capacity, whether armed or otherwise. At all times, JONES acted knowingly and willfully.

On June 26, 2023, JONES was arrested by FBI SA Rodski at about 8:00 a.m., as he was attempting to board Southwest Airlines Flight 2064 from BWI to Boston, MA. His scheduled Southwest Airline return flight from Boston was on June 27, 2023, on Flight 801. JONES had on his person a personal Glock Model 43 handgun, serial number BDRRY631, which he had properly declared to Southwest Airlines as an armed LEO. At the time of his arrest, JONES also had in his possession an expired U.S. Air Force military identification card and an unexpired Baltimore [City] Police Department ("BPD") Sergeant identification card (JONES had been a Sergeant in BPD), and about \$2,000 cash. According to Southwest Airlines, the fare had been booked as an active-duty military fare, and also had a service animal associated with the PNR (Passenger Name Record) on the return flight from Boston. A U.S. Department of Transportation Service Animal Air Transportation Form associated with a French Bulldog, named Tonto, was recovered within JONES' carry-on luggage. JONES told FBI SA Rodski that the cash was for the intended purchase of a puppy for his daughter.

Handwritten initials and scribbles in blue ink.

The form agents recovered from JONES' carry-on luggage listed Stateline K-9 in Hanover, PA, as the certifying official and indicated that the animal was specifically trained as a service animal. In fact, Tonto was still a puppy and had not been trained or certified as a service animal. Interviews with Stateline K-9 revealed that it is a boarding and grooming service only and had not trained or certified Tonto. Moreover, the telephone number JONES provided on the DOT Form for Stateline K-9 was the same fictitious telephone number that JONES provided to American Airlines for his commanding officer, "Major Rotman." Southwest Airlines does not fly animals in its cargo hold; it only allows animals to fly in the passenger compartment of the airplane if they are service animals. JONES' Southwest Airlines flight #2064 to Boston was disrupted by his arrest.

SO STIPULATED:

October 18, 2023

Dated

18 October 2023

Dated

Dated

Handwritten date: 10/19/23

Handwritten signature of P. Michael Cunningham

P. Michael Cunningham
Spencer L. Todd
Assistant United States Attorneys

Handwritten signature of Supreme Jones

Supreme Jones, Defendant

Handwritten signature of Sedira S. Banan
Sedira S. Banan, Esquire
Anjali Biala, Esquire
Counsel for Defendant