



United States Attorney  
District of Connecticut

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Connecticut Financial Center  
157 Church Street, 23rd Floor  
New Haven, Connecticut 06510  
(203)821-3700  
Fax (203) 821-3829

November 9, 2011

Brian E. Spears, Esq.  
Levett Rockwood P.C.  
33 Riverside Avenue  
Westport, CT 06880

Re: United States v. Juliana Starbuck  
Criminal No. 311 CR 214 JBA

Dear Mr. Spears:

This letter confirms the plea agreement entered into between your client, Juliana Starbuck (the "defendant"), and the United States Attorney's Office for the District of Connecticut (the "Government") concerning the referenced criminal matter.

#### THE PLEA AND OFFENSE

Juliana Starbuck agrees to waive her right to be indicted and to plead guilty to a one-count Information charging her with removal of property to prevent seizure, in violation of 18 U.S.C. § 2232(a). She understands that to be guilty of this offense the following essential elements of the offense must be satisfied:

1. A law enforcement officer was lawfully authorized to search for or seize certain property, by means of either a search warrant or exigent circumstances.
2. The defendant had knowledge that a law enforcement officer intended to search for the property.
3. The defendant knowingly removed or attempted to remove the property subject to the authorized search or seizure.
4. The removal of the property was for the purpose of preventing its seizure.

## **THE PENALTIES**

This offense carries a maximum penalty of five years imprisonment and a \$250,000 fine. In addition, under 18 U.S.C. § 3583, the Court may impose a term of supervised release of not more than three years, to begin at the expiration of any term of imprisonment imposed. The defendant understands that should she violate any condition of the supervised release during its term, she may be required to serve a further term of imprisonment of up to two years, with no credit for the time already spent on supervised release. 18 U.S.C. § 3583(e)(3).

The defendant also is subject to the alternative fine provision of 18 U.S.C. § 3571. Under this section, the maximum fine that may be imposed on the defendant is the greatest of the following amounts: (1) twice the gross gain to the defendant resulting from the offense; (2) twice the gross loss resulting from the offense; or (3) \$250,000.

In addition, the defendant is obligated by 18 U.S.C. § 3013 to pay a special assessment of \$100.00 on the count of conviction. The defendant agrees to pay the special assessment to the Clerk of the Court on the day the guilty plea is accepted.

Finally, unless otherwise ordered, should the Court impose a fine of more than \$2,500 as part of the sentence, interest will be charged on the unpaid balance of a fine amount not paid within 15 days after the judgment date. 18 U.S.C. § 3612(f). Other penalties and fines may be assessed on the unpaid balance of a fine pursuant to 18 U.S.C. §§ 3572 (h), (i) and § 3612(g).

## **THE SENTENCING GUIDELINES**

### **1. Applicability**

The defendant understands that although application of the United States Sentencing Guidelines is not mandatory, they are advisory and the Court is required to consider any applicable Sentencing Guidelines as well as other factors enumerated in 18 U.S.C. § 3553(a) to tailor an appropriate sentence in this case. *See United States v. Booker*, 543 U.S. 220 (2005). The defendant expressly understands and agrees that the Sentencing Guideline determinations will be made by the Court, by a preponderance of the evidence, based upon input from the defendant, the Government, and the United States Probation Officer who prepares the presentence investigation report. The defendant further understands that she has no right to withdraw her guilty plea if her sentence or the Guideline application is other than she anticipated.

### **2. Acceptance of Responsibility**

At this time, the Government agrees to recommend that the Court reduce by two levels the defendant's adjusted offense level under § 3E1.1(a) of the Sentencing Guidelines, based on the defendant's prompt recognition and affirmative acceptance of personal responsibility for the offense. Moreover, if applicable, the Government intends to file a motion with the Court pursuant to

§ 3E1.1(b) recommending that the Court reduce defendant's adjusted offense level by one additional level based on the defendant's prompt notification of her intention to enter a plea of guilty. The defendant understands that the Court is not obligated to accept the Government's recommendations on the reductions.

The above-listed recommendations are conditioned upon the defendant's affirmative demonstration of acceptance of responsibility, by (1) truthfully admitting the conduct comprising the offense(s) of conviction and truthfully admitting or not falsely denying any additional relevant conduct for which the defendant is accountable under Sentencing Guideline § 1B1.3, and (2) truthfully disclosing to the Probation Office personal information requested, including the submission of a complete and truthful financial statement detailing the defendant's financial condition.

In addition, the Government expressly reserves the right to seek denial of the adjustment for acceptance of responsibility if the defendant engages in any acts, unknown to the Government at the time of the signing of this agreement, which (1) indicate that the defendant has not terminated or withdrawn from criminal conduct or associations (Sentencing Guideline § 3E1.1); (2) could provide a basis for an adjustment for obstructing or impeding the administration of justice (Sentencing Guideline § 3C1.1); or (3) constitute a violation of any condition of release. Moreover, the Government reserves the right to seek denial of the adjustment for acceptance of responsibility if the defendant seeks to withdraw her plea of guilty or takes a position at sentencing, or otherwise, which, in the Government's assessment, is inconsistent with affirmative acceptance of personal responsibility. The defendant understands that she may not withdraw her plea of guilty if, for the reasons explained above, the Government does not make one or both of the recommendations or seeks denial of the adjustment for acceptance of responsibility.

3. Stipulation

Pursuant to § 6B1.4 of the Sentencing Guidelines, the defendant and the Government have entered into a stipulation which is attached to and made a part of this plea agreement. The defendant understands that this stipulation does not purport to set forth all of the relevant conduct and characteristics that may be considered by the Court for purposes of sentencing. The defendant expressly understands that this stipulation is not binding on the Court. The defendant also understands that the Government and the United States Probation Office are obligated to advise the Court of any additional relevant facts that subsequently come to their attention.

4. Guideline Stipulation

The parties agree as follows:

The Guidelines Manual in effect on the date of sentencing is used to determine the applicable Guidelines range.

The base offense level under U.S.S.G. § 2J1.2 is 14. Two levels are subtracted under U.S.S.G. § 3E1.1 for acceptance of responsibility. The Government and the defendant stipulate and agree that the offense conduct constituted aberrant behavior as that term is defined in U.S.S.G. § 5K2.20, and that a 4-level downward adjustment under that section is warranted, resulting in a total offense level of 8. A total offense level 8 with a criminal history category I, which the parties calculate the defendant to be, results in a range of 0 to 6 months of imprisonment (sentencing table) and a fine range of \$1,000 to \$10,000 (U.S.S.G. § 5E1.2(c)(3)). The Government agrees to recommend a sentence at the bottom of the applicable sentencing guidelines range.

The parties agree that, except for the above-described adjustment under U.S.S.G. § 5K2.20, neither a downward nor an upward departure from the sentencing range set forth above is warranted and that a sentence within the agreed range is reasonable. Accordingly, neither party will seek such a departure or seek any adjustment not set forth herein. Nor will either party suggest that the Probation Department consider such a departure or adjustment, or suggest that the Court *sua sponte* consider such a departure or adjustment.

The defendant expressly understands that the Court is not bound by this agreement on the Guideline and fine ranges specified above. The defendant further expressly understands that she will not be permitted to withdraw the plea of guilty if the Court imposes a sentence outside the Guideline range or fine range set forth in this agreement.

In the event the Probation Office or the Court contemplates any sentencing calculations different from those stipulated by the parties, the parties reserve the right to respond to any inquiries and make appropriate legal arguments regarding the proposed alternate calculations. Moreover, the Government expressly reserves the right to challenge or defend any sentencing determination, other than that stipulated by the parties, in any post-sentencing proceeding.

##### 5. Waiver of Right to Appeal or Collaterally Attack Sentence

The defendant acknowledges that under certain circumstances she is entitled to appeal her conviction and sentence. It is specifically agreed that the defendant will not appeal or collaterally attack in any proceeding, including but not limited to a motion under 28 U.S.C. § 2255 and/or § 2241, the conviction or sentence of imprisonment imposed by the Court if that sentence does not exceed six months, and does not exceed a three-year term of supervised release, and a fine of \$10,000, even if the Court imposes such a sentence based on an analysis different from that specified above. Similarly, the Government will not appeal a sentence imposed within or above the stipulated sentencing range. The Government and the defendant agree not to appeal or collaterally attack the imposition of the sentence of imprisonment concurrently or consecutively, in whole or in part, with any undischarged sentence of imprisonment to which the defendant may be subject at the time of sentencing in this case. The defendant expressly acknowledges that she is knowingly and intelligently waiving these rights. Furthermore, it is agreed that any appeal as to the defendant's sentence that is not foreclosed by this provision will be limited to that portion of the sentencing calculation that is inconsistent with (or not addressed by) this waiver.

6. Information to the Court

The Government expressly reserves its right to address the Court with respect to an appropriate sentence to be imposed in this case. Moreover, it is expressly understood that the Government will discuss the facts of this case, including information regarding the defendant's background and character, 18 U.S.C. § 3661, with the United States Probation Office and will provide the Probation Officer with access to its file, with the exception of grand jury material.

**WAIVER OF RIGHTS**

Waiver of Right to Indictment

The defendant understands that she has the right to have the facts of this case presented to a federal grand jury, consisting of between sixteen and twenty-three citizens, twelve of whom would have to find probable cause to believe that she committed the offense set forth in the information before an indictment could be returned. The defendant expressly acknowledges that she is knowingly and intelligently waiving her right to be indicted.

Waiver of Trial Rights and Consequences of Plea

The defendant understands that she has the right to be represented by an attorney at every stage of the proceeding and, if necessary, one will be appointed to represent her.

The defendant understands that she has the right to plead not guilty or to persist in that plea if it has already been made, the right to a public trial, the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against her, the right not to be compelled to incriminate herself, and the right to compulsory process for the attendance of witnesses to testify in her defense. The defendant understands that by pleading guilty she waives and gives up those rights and that, if the plea of guilty is accepted by the Court, there will not be a further trial of any kind.

The defendant understands that if she pleads guilty, the Court may ask her questions about each offense to which she pleads guilty, and if she answers those questions falsely under oath, on the record, and in the presence of counsel, her answers may later be used against her in a prosecution for perjury or making false statements.

Waiver of Statute of Limitations

The defendant understands and agrees that should the conviction following defendant's plea of guilty pursuant to this plea agreement be vacated for any reason, then any prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this plea agreement (including any indictment or counts the Government has agreed to dismiss at sentencing pursuant to this plea agreement) may be commenced or reinstated against defendant, notwithstanding the

expiration of the statute of limitations between the signing of this plea agreement and the commencement or reinstatement of such prosecution. The defendant agrees to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date the plea agreement is signed.

#### Waiver of Right To Post-Conviction DNA Testing of Physical Evidence

The defendant understands that the Government has various items of physical evidence in its possession in connection with this case that could be subjected to DNA testing. The defendant further understands that following conviction in this case, she could file a motion with the Court to require DNA testing of physical evidence pursuant to 18 U.S.C. § 3600 and § 3600A in an attempt to prove her innocence. The defendant fully understands her right to have all the physical evidence in this case tested for DNA, has discussed this right with her counsel, and knowingly and voluntarily waives her right to have such DNA testing performed on the physical evidence in this case. Defendant fully understands that because she is waiving this right, the physical evidence in this case will likely be destroyed or will otherwise be unavailable for DNA testing in the future.

#### ACKNOWLEDGMENT OF GUILT; VOLUNTARINESS OF PLEA

The defendant acknowledges that she is entering into this agreement and is pleading guilty freely and voluntarily because she is guilty. The defendant further acknowledges that she is entering into this agreement without reliance upon any discussions between the Government and her (other than those described in the plea agreement letter), without promise of benefit of any kind (other than the concessions contained in the plea agreement letter), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges her understanding of the nature of the offense to which she is pleading guilty, including the penalties provided by law. The defendant also acknowledges her complete satisfaction with the representation and advice received from her undersigned attorney. The defendant and her undersigned counsel are unaware of any conflict of interest concerning counsel's representation of the defendant in the case.

The defendant expressly acknowledges that she is not a "prevailing party" within the meaning of Public Law 105-119, section 617 ("the Hyde Amendment") with respect to the count of conviction or any other count or charge that may be dismissed pursuant to this agreement. The defendant voluntarily, knowingly, and intelligently waives any rights she may have to seek reasonable attorney's fees and other litigation expenses under the Hyde Amendment.

#### SCOPE OF THE AGREEMENT

The defendant acknowledges and understands that this agreement is limited to the undersigned parties and cannot bind any other federal authority, or any state or local authority. The defendant acknowledges that no representations have been made to her with respect to any civil or administrative consequences that may result from this plea of guilty because such matters are solely within the province and discretion of the specific administrative or governmental entity involved.

Finally, the defendant understands and acknowledges that this agreement has been reached without regard to any civil tax matters that may be pending or which may arise involving her, except for the following provisions.

The defendant agrees that she will cooperate fully with the IRS (Internal Revenue Service) in ascertaining her federal personal income tax liability for the years 2001 through and including 2006. The defendant further agrees that she shall, prior to the imposition of her sentence in this case: (1) file accurate federal tax returns, and/or amended, accurate federal tax returns, and/or sign Revenue Agents Reports ("RAR's"), for any of the years 2001 through 2006 for which she has failed to file accurate federal income tax returns; and (2) either pay all of the outstanding taxes, penalties, and interest due and owing for the years 2001 through 2006, or enter into a payment plan that is deemed acceptable by the IRS, for the outstanding taxes, penalties, and interest due and owing for the years 2001 through 2006. Nothing in this agreement shall limit the authority of the IRS to collect the defendant's tax liabilities in any manner authorized by law.

### **COLLATERAL CONSEQUENCES**

The defendant further understands that she will be adjudicated guilty of the offense to which she has pleaded guilty and will be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to possess firearms. The defendant understands that pursuant to section 203(b) of the Justice For All Act, the Bureau of Prisons or the Probation Office will collect a DNA sample from the defendant for analysis and indexing. Finally, the defendant understands that the Government reserves the right to notify any state or federal agency by which she is licensed, or with which she does business, as well as any current or future employer of the fact of her conviction.

### **SATISFACTION OF FEDERAL CRIMINAL LIABILITY; BREACH**

The defendant's guilty plea, if accepted by the Court and complied with by the defendant, will satisfy the federal criminal liability of the defendant in the District of Connecticut concerning: (1) her actions on December 7, 2007, at the Ridgefield, Connecticut branch of Webster Bank; (2) any other actions by the defendant at any time relating to the approximately \$1.3 million cash that was obtained and later placed in safe deposit boxes at the Ridgefield, Connecticut Webster Bank branch prior to its seizure by IRS-CI agents on December 7, 2007; and (3) the defendant's federal income tax liability for the years 2001-2006.

The defendant understands that if, before sentencing, she violates any term or condition of this agreement, engages in any criminal activity, or fails to appear for sentencing, the Government may void all or part of this agreement. If the agreement is voided in whole or in part, defendant will not be permitted to withdraw her plea of guilty.

**NO OTHER PROMISES**

The defendant acknowledges that no other promises, agreements, or conditions have been entered into other than those set forth in this plea agreement, and none will be entered into unless set forth in writing, signed by all the parties.

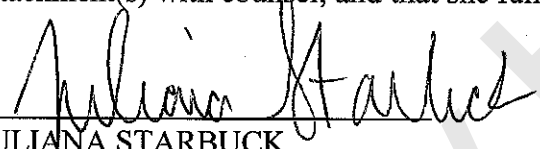
This letter shall be presented to the Court, in open court, and filed in this case.

Very truly yours,

DAVID B. FEIN  
UNITED STATES ATTORNEY

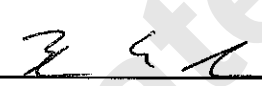
  
\_\_\_\_\_  
HENRY K. KOPEL  
ASSISTANT UNITED STATES ATTORNEY

The defendant certifies that she has read this plea agreement letter and its attachment(s) or has had it read or translated to her, that she has had ample time to discuss this agreement and its attachment(s) with counsel, and that she fully understands and accepts its terms.

  
\_\_\_\_\_  
JULIANA STARBUCK  
The Defendant

11/9/11  
Date

I have thoroughly read, reviewed, and explained this plea agreement and its attachment(s) to my client, who advises me that she understands and accepts its terms.

  
\_\_\_\_\_  
BRIAN E. SPEARS, ESQ.  
Attorney for the Defendant

11/9/11  
Date



STIPULATION OF OFFENSE CONDUCT

The defendant Juliana Starbuck and the Government stipulate and agree to the following offense conduct that gives rise to the defendant's agreement to plead guilty to the information:

On December 4, 2007, the United States District Court for the District of Connecticut issued warrants to search, among other premises, a commercial horse farm known as Stepping Stone Farm, Inc. ("SSF"), at 20 Mopus Bridge Road, Ridgefield, Connecticut, and two safe deposit boxes at the Webster Bank branch located at 25 Prospect Street, Ridgefield, Connecticut, specifically, Safe Deposit Box no. 4, held in the names of Amanda K. Starbuck and Juliana Starbuck, and Safe Deposit Box no. 458, held in the names of Juliana Cole Weber and Harry L. Weber.

On the morning of December 7, 2007, IRS-CI Special Agents went to SSF to execute the search warrant for that location. Upon arrival, they encountered Juliana Starbuck and her sister Amanda Starbuck. At the time, SSF was owned by Juliana Cole Weber, the mother of Juliana and Amanda Starbuck, who was not present during the search. Before commencing the actual search, the IRS-CI agents reached Ms. Weber by telephone, and spoke with her via speaker phone in the presence of Juliana and Amanda Starbuck. Amanda Starbuck remained with the agents while they spoke with Ms. Weber. Juliana Starbuck was intermittently present for parts of the conversation.

An IRS-CI agent advised Ms. Weber during the phone conversation that the agents possessed search warrants for SSF and for safe deposit boxes at Webster Bank. An IRS-CI agent further advised that if Ms. Weber would disclose the whereabouts of any keys relating to the safe deposit boxes, then the agents could access them without having to force entry by drilling and damaging the boxes. Talking over the speaker phone, Ms. Weber then directed her daughter Amanda Starbuck to look for the safe deposit box keys, and to provide them to the IRS-CI agents.

At some point during or after the telephone conversation, Juliana Starbuck asked the agents for permission to attend to SSF's horses and business affairs at another location on the premises, to which the agents consented. At around 11:45 a.m., IRS-CI agents received a phone call from the local Webster bank branch, which had been notified earlier that the agents would be coming with search warrants. In the call received at approximately 11:45 a.m., the bank employees advised that Juliana Starbuck had come to the bank and was accessing certain safe deposit boxes.

When IRS-CI agents arrived at the Webster Bank branch, they encountered Juliana Starbuck near the safe deposit box area. Her jacket, pocketbook, and a bag and a sweater vest in her possession all appeared to have been stuffed full with items, and several bulging envelopes protruded from her pocketbook. The agents advised that they had warrants to search two safe deposit boxes. Ms. Starbuck said that she had taken the items in her possession out of Safe Deposit Box No. 4, which was one of the boxes for which a search warrant had been issued, and which was held in the names of Juliana Starbuck and Amanda K. Starbuck. Ms. Starbuck handed over the rolled up sweater vest, and agents found several full envelopes that appeared to contain large amounts of paper U.S. currency. Ms. Starbuck said that none of the money taken from Safe Deposit Box No. 4 belonged to her. It is the parties' understanding that the money belonged to Ms. Starbuck's mother.

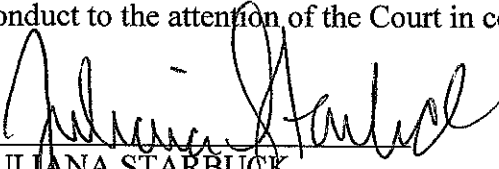
Bank officials advised the IRS-CID agents on site that, according to bank records, Ms. Starbuck had accessed two safe deposit boxes that morning, specifically, Safe Deposit Box no. 146, held in the name of Juliana Starbuck (for which they did not have a search warrant) at 11:42 a.m., and Safe Deposit Box no.

4, held in the names of Juliana Starbuck and Amanda K. Starbuck (for which they did have a search warrant) at 11:46 a.m.


The investigating agents advised Ms. Starbuck that they would secure the property that had been in her possession, on the understanding that the United States was in the process of applying for a supplemental search warrant that same day, to obtain permission to search the property in her possession, the second safe deposit box, and the automobile that she had driven to the bank branch, which was parked outside. That same day, the United States District Court for the District of Connecticut issued supplemental search warrants for all items found in the custody/possession of Juliana Starbuck on the morning of Friday, December 7, 2007 while at the Webster Bank branch, for Safe Deposit Box no. 146 at the same bank branch, and for Juliana Starbuck's car. After executing the search warrants, it was determined that the total amount of cash recovered from Ms. Starbuck at the Ridgefield, Connecticut Webster Bank branch on December 7, 2007, was \$1,333,755.58.

When Ms. Starbuck drove to the Webster Bank in Ridgefield on December 7, 2007, to access the safe deposit boxes, she did so in the belief that the IRS-CI agents would likely be coming to the bank to conduct searches of safe deposit boxes held in her and her family members' names.

The written stipulation above is incorporated into the preceding plea agreement. It is understood, however, that the defendant and the Government reserve their right to present additional relevant offense conduct to the attention of the Court in connection with sentencing.

  
\_\_\_\_\_  
JULIANA STARBUCK  
The Defendant

  
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HENRY K. KOPEL  
Assistant United States Attorney

  
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BRIAN E. SPEARS, ESQ.  
Attorney for the Defendant