



**BOARD OF PROFESSIONAL RESPONSIBILITY
OF THE
SUPREME COURT OF TENNESSEE**

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RELEASE OF INFORMATION
RE: CASEY EUGENE MORELAND, BPR #011069
CONTACT: WILLIAM C. MOODY
BOARD OF PROFESSIONAL RESPONSIBILITY
615-361-7500

June 5, 2018

DAVIDSON COUNTY LAWYER SUSPENDED

On June 5, 2018, the Tennessee Supreme Court suspended Casey Eugene Moreland from the practice of law until further orders of the Court pursuant to Tennessee Supreme Court Rule 9, Section 22.3. Mr. Moreland was suspended based upon pleading guilty to obstruction of an official proceeding, conspiracy to retaliate against a witness, victim, or informant, conspiracy to commit theft, embezzlement, or conversion of over \$5,000 in funds from an organization receiving over \$10,000 in federal benefits, destruction of records or documents with the intent to obstruct a federal investigation, and tampering with a witness by corrupt persuasion.

The Supreme Court ordered the Board to institute a formal proceeding to determine the extent of final discipline to be imposed as a result of Mr. Moreland being found guilty.

On April 6, 2017, Mr. Moreland was temporarily suspended from the practice of law by the Tennessee Supreme Court upon finding that he poses a threat of substantial harm to the public. That suspension remains in effect. On April 4, 2017, Mr. Moreland resigned from his position as General Sessions Judge in Davidson County, Tennessee.

Mr. Moreland must comply with Tennessee Supreme Court Rule 9, Section 28, regarding the obligations and responsibilities of suspended attorneys.

Moreland 2874-5 rel.doc

IN THE SUPREME COURT OF TENNESSEE
AT NASHVILLE

FILED

06/05/2018

Clerk of the
Appellate Courts

IN RE: CASEY EUGENE MORELAND, BPR #011069

An Attorney Licensed to Practice Law in Tennessee
(Davidson County)

No. M2018-01023-SC-BAR-BP
BOPR No. 2018-2874-5-WM-22.3

ORDER OF ENFORCEMENT

This matter is before the Court pursuant to Tenn. Sup. Ct. R. 9, § 22.3, upon a Notice of Submission filed by Disciplinary Counsel for the Board of Professional Responsibility consisting of a certified copy of the Plea Agreement in the United States District Court for the Middle District of Tennessee, Nashville Division, in the matter of *United States of America v. Moreland* (attached as Exhibit A) demonstrating that Casey Eugene Moreland, a Tennessee attorney, has pled guilty to serious crimes, i.e., obstruction of an official proceeding in violation of 18 U.S.C. §§ 1512(c)(2) and 2, conspiracy to retaliate against a witness, victim, or informant in violation of 18 U.S.C. § 1513(e) and (f), conspiracy to commit theft, embezzlement, or conversion of over \$5,000 in funds from an organization receiving over \$10,000 in federal benefits in violation of 18 U.S.C. §§ 666(a)(1)(A) and 371, destruction of records or documents with the intent to obstruct a federal investigation in violation of 18 U.S.C. §§ 1519 and 2, and tampering with a witness by corrupt persuasion in violation of 18 U.S.C. § 1512(b)(1).

On April 6, 2017, Mr. Moreland was temporarily suspended by this Court pursuant to Tenn. Sup. Ct. R. 9, § 12.3 (Case No. M201-00688-SC-BAR-BP). To date, Mr. Moreland has not applied for nor been granted reinstatement.

IT IS THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT THAT:

1. Casey Eugene Moreland is suspended from the practice of law on this date pending further orders of this Court, pursuant to Tenn. Sup. Ct. R. 9, § 22.3;
2. This matter shall be referred to the Board of Professional Responsibility for the institution of a formal proceeding in which the sole issue to be determined shall be the extent of the final discipline;

3. Casey Eugene Moreland shall fully comply with the provisions of Tenn. Sup. Ct. R. 9, § 28, concerning suspended attorneys;

4. The Order of Temporary Suspension entered April 6, 2017 in Case No. M201-00688-SC-BAR-BP shall remain in effect; and

5. The Board of Professional Responsibility shall cause notice of this suspension to be published as required by Tenn. Sup. Ct. R. 9, § 28.11.

PER CURIAM

ATTEST AND CERTIFY

A TRUE COPY FILED

Clerk: 06/05/2018

U.S. District Court

Clerk of the
Appellate Courts

Middle District of Tennessee

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

By Ann Frantz on May 25, 2018

DEPUTY CLERK

UNITED STATES OF AMERICA
Plaintiff,

v.

CASON MORELAND
Defendant.

No. 3:17-00066

Chief Judge Crenshaw

PLEA AGREEMENT

The United States of America—through Donald Q. Cochran, United States Attorney for the Middle District of Tennessee; Cecil VanDevender, Assistant United States Attorney; AnnaLou Tirol, Acting Chief of the Public Integrity Section of the Criminal Division of the United States Department of Justice; and Lauren Bell and Andrew Laing, Trial Attorneys for the Public Integrity Section of the Criminal Division of the United States Department of Justice—and Defendant, Cason Moreland, through Defendant’s counsel, Peter J. Strianse, pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, have entered into an agreement, the terms and conditions of which are as follows:

Charges in This Case

1. Defendant acknowledges that he has been charged in a ten-count superseding indictment in this case. Count One charges tampering with a witness by corrupt persuasion, in violation of 18 U.S.C. §§ 1512(b)(3) and 2. Count Two charges obstruction of an official proceeding, in violation of 18 U.S.C. §§ 1512(c)(2) and 2. Count Three charges obstruction of a criminal investigation by bribery, in violation of 18 U.S.C. §§ 1510(a) and 2. Count Four charges conspiracy to retaliate against a witness, victim, or informant, in violation of 18 U.S.C. §§ 1513(e)

Exhibit A

and 1513(f). Count Five charges falsification of records or documents with the intent to obstruct a federal investigation, in violation of 18 U.S.C. §§ 1519 and 2. Count Six charges conspiracy to commit theft, embezzlement, or conversion of over \$5,000 in funds from an organization receiving over \$10,000 in federal benefits, in violation of 18 U.S.C. §§ 666(a)(1)(A) and 371. Count Seven charges theft, embezzlement, or conversion of over \$5,000 in funds from an organization receiving over \$10,000 in federal benefits, in violation of 18 U.S.C. §§ 666(a)(1)(A) and 2. Count Eight charges destruction of records or documents with the intent to obstruct a federal investigation, in violation of 18 U.S.C. §§ 1519 and 2. Count Nine charges tampering with a witness by corrupt persuasion, in violation of 18 U.S.C. § 1512(b)(1). Count Ten charges the commission of an offense while on release, in violation of 18 U.S.C. § 3147(1). Defendant has also been charged with a forfeiture allegation, in violation of 18 U.S.C. § 982(a)(3) and 28 U.S.C. § 2461(c).

2. Defendant has read the charges against him contained in the superseding indictment, and those charges have been fully explained to him by his attorney. Defendant fully understands the nature and elements of the crimes with which he has been charged.

Charges to Which Defendant is Pleading Guilty

3. By this Plea Agreement, Defendant agrees to enter a voluntary plea of guilty to the following counts of the superseding indictment: Count Two, charging obstruction of an official proceeding; Count Four, charging conspiracy to retaliate against a witness, victim, or informant; Count Six, charging conspiracy to commit theft, embezzlement, or conversion of over \$5,000 in funds from an organization receiving over \$10,000 in federal benefits; Count Eight, charging destruction of records or documents with the intent to obstruct a federal investigation; and Count Nine, charging tampering with a witness by corrupt persuasion. In addition, as further provided below, Defendant agrees to the entry of a forfeiture money judgment in the amount of \$13,500.

4. After sentence has been imposed on the counts to which Defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the superseding indictment. Those dismissed counts carry the following maximum penalties: with respect to Count One, up to 20 years' imprisonment, up to three years of supervised release, a fine of up to \$250,000, and a special assessment of \$100; with respect to Count Three, up to 10 years' imprisonment, up to three years of supervised release, a fine of up to \$250,000, and a special assessment of \$100; with respect to Count Five, up to 20 years' imprisonment, up to three years of supervised release, a fine of up to \$250,000, and a special assessment of \$100; with respect to Count Seven, up to 10 years' imprisonment, up to three years of supervised release, a fine of up to \$250,000, and a special assessment of \$100; with respect to Count Ten, up to 10 years' imprisonment, up to three years of supervised release, a fine of up to \$250,000, and a special assessment of \$100.

5. The government agrees not to bring additional charges against Defendant based on conduct that was discussed during the proffer sessions held on May 9 and May 11, 2018, provided that the information that Defendant disclosed during those proffer sessions presents a complete, truthful, and accurate depiction of Defendant's conduct.

Penalties

6. The parties understand and agree that the offenses to which Defendant will enter a plea of guilty carry the following maximum penalties: with respect to Count Two, up to 20 years' imprisonment, up to three years of supervised release, a fine of up to \$250,000, and a special assessment of \$100; with respect to Count Four, up to 10 years' imprisonment, up to three years of supervised release, a fine of up to \$250,000, and a special assessment of \$100; with respect to Count Six, up to five years' imprisonment, up to three years of supervised release, a fine of up to \$250,000, and a special assessment of \$100; with respect to Count Eight, up to 20 years'

imprisonment, up to three years of supervised release, a fine of up to \$250,000, and a special assessment of \$100; and with respect to Count Nine, up to 20 years' imprisonment, up to three years of supervised release, a fine of up to \$250,000, and a special assessment of \$100. Defendant further understands that the Court may order restitution to the victims of the offense. Defendant also understands that a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future, regardless of whether the Defendant currently has lawful temporary or permanent resident status. Defendant also understands that as a result of his offenses, he is subject to forfeiture of property as alleged in the superseding indictment.

Acknowledgements and Waivers Regarding Plea of Guilty

Nature of Plea Agreement

7. This Plea Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and the Criminal Division of the Department of Justice, on the one side, and Defendant, on the other, regarding Defendant's criminal liability in Case No. 3:17-00066.

8. Defendant understands that by pleading guilty he surrenders certain trial rights, including the following:

a. If Defendant persisted in a plea of not guilty to the charges against him, he would have the right to a public and speedy trial. Defendant has a right to a jury trial, and the trial would be by a judge rather than a jury only if Defendant, the government, and the Court all agreed to have no jury.

b. If the trial were a jury trial, the jury would be composed of twelve laypersons selected at random. Defendant and his attorney would have a say in who the jurors

would be by removing prospective jurors for cause, or without cause by exercising so-called peremptory challenges. The jury would have to agree unanimously before it could return a verdict of either guilty or not guilty. The jury would be instructed that Defendant is presumed innocent; that the government bears the burden of proving Defendant guilty of the charges beyond a reasonable doubt; and that it must consider each count of the superseding indictment against Defendant separately.

c. If the trial were held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not the judge was persuaded of Defendant's guilt beyond a reasonable doubt.

d. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against Defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them. In turn, Defendant could present witnesses and other evidence on his own behalf. If the witnesses for Defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court.

e. At a trial, Defendant would have a privilege against self-incrimination so that he could testify or decline to testify, and no inference of guilt could be drawn from his refusal to testify.

9. Defendant understands that by pleading guilty he is waiving all of the trial rights set forth in the prior paragraph. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

Factual Basis

10. Defendant will plead guilty because he is in fact guilty of the charges contained in Counts Two, Four, Six, Eight, and Nine of the superseding indictment. In pleading guilty, Defendant admits the facts contained in the attached statement of facts and that those facts establish his guilt beyond a reasonable doubt.

11. This statement of facts is provided to assist the Court in determining whether a factual basis exists for Defendant's plea of guilty and criminal forfeiture. The statement of facts does not contain each and every fact known to Defendant and to the United States concerning Defendant's and/or others' involvement in the offense conduct and other matters.

Sentencing Guidelines Calculations

12. The parties understand that the Court will take account of the United States Sentencing Guidelines (hereinafter "U.S.S.G."), together with the other sentencing factors set forth at 18 U.S.C. § 3553(a), and will consider the U.S.S.G. advisory sentencing range in imposing Defendant's sentence. The parties agree that the U.S.S.G. to be considered in this case are those effective November 1, 2017.

13. For purposes of determining the U.S.S.G. advisory sentencing range, the United States and Defendant agree to recommend to the Court, pursuant to Rule 11(c)(1)(B), the following:

a. Offense Level Calculations.

i. The convictions for Counts Two and Four are grouped under U.S.S.G. § 3D1.2(a). The base offense level for Counts Two and Four is 14, pursuant to U.S.S.G. § 2J1.2(a). Two levels are added because Defendant abused a

position of public or private trust, pursuant to U.S.S.G. § 3B1.3. This results in an offense level of 16.

ii. The convictions for Counts Six and Eight are grouped under U.S.S.G. § 3D1.2(c), and the offense level for that group will be the greater of (A) the offense level for the underlying offense (Count Six), increased by the two-level adjustment set forth in U.S.S.G. § 3C1.1, or (B) the offense level for the obstruction offense (Count Eight). *See* U.S.S.G. § 3C1.1 cmt. app. n.8.

1. The offense level for the substantive offense (Count Six), is calculated as follows. The base offense level is 6, pursuant to U.S.S.G. § 2B1.1(a)(2). Four levels are added pursuant to U.S.S.G. § 2B1.1(b)(1)(C), because the loss amount is more than \$15,000 but not more than \$40,000. Two levels are added for obstruction, pursuant to U.S.S.G. § 3C1.1. Two levels are added because Defendant abused a position of public or private trust, pursuant to U.S.S.G. § 3B1.3. This results in an offense level of 14.

2. The offense level for the obstruction offense (Count Eight), is calculated as follows. The base offense level is 14, pursuant to U.S.S.G. § 2J1.2(a). Three levels are added because the offense involved the substantial interference with the administration of justice, pursuant to U.S.S.G. § 2J1.2(b)(2). Two additional levels are added pursuant to U.S.S.G. § 2J1.2(b)(3), because the offense involved the destruction of a substantial number of records and documents, and involved the destruction of essential or especially

probative records and documents. Two levels are added because Defendant abused a position of public or private trust, pursuant to U.S.S.G. § 3B1.3. This results in an offense level of 21.

3. Because the offense level for the obstruction offense (Count Eight) is greater than the offense level for the substantive offense (Count Six), the offense level for the obstruction offense applies, and the offense level for the group is 21.

iii. The base offense level for Count Nine is 14, pursuant to U.S.S.G. § 2J1.2(a). The offense level is increased by 3 levels, pursuant to U.S.S.G. § 3C1.3, because the offense was committed while Defendant was on release. This results in an offense level of 17 for Count Nine.

iv. The three groups result in 2-and-a-half Units, pursuant to U.S.S.G. § 3D1.4, which results in an increase of 3 levels to the total offense level.

v. Assuming Defendant clearly demonstrates acceptance of responsibility, to the satisfaction of the government, through his allocution and subsequent conduct prior to the imposition of sentence, a 2-level reduction will be warranted, pursuant to U.S.S.G. § 3E1.1(a). Furthermore, assuming Defendant accepts responsibility as described in the previous sentence, the United States will move for an additional one-level reduction pursuant to U.S.S.G. § 3E1.1(b), because Defendant will have given timely notice of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the Court to allocate their resources efficiently.

vi. The parties agree that no additional upward or downward adjustments are appropriate.

b. Recommended Offense Level: Therefore, the parties agree to recommend to the Court a final offense level, after acceptance of responsibility, of 21 (the "Recommended Offense Level"). Defendant understands that the offense level as ultimately determined by the Court (the "court-determined offense level") may be different from the Recommended Offense Level. Defendant likewise understands that the guidelines range as ultimately determined by the Court (the "court-determined guidelines range") may be based on an offense level different from the Recommended Offense Level.

c. Defendant is aware that the Recommended Offense Level is a prediction, not a promise, and is not binding on the Probation Office or the Court. Defendant understands that the Probation Office will conduct its own investigation and make its own recommendations, that the Court ultimately determines the facts and law relevant to sentencing, that the Court's determinations govern the final guidelines calculations, and that the Court determines both the final offense level and the final guidelines range. Accordingly, the validity of this agreement is not contingent upon the Probation Officer's or the Court's concurrence with the above calculations. In the event that the Probation Office or the Court contemplates any U.S.S.G. adjustments, departures, or calculations different from those recommended above, the parties reserve the right to answer any inquiries and to make all appropriate arguments concerning the same. Defendant further acknowledges that if the Court does not accept the U.S.S.G. recommendations of the parties, Defendant will have no right to withdraw his guilty plea.

Agreements Relating to Sentencing

14. Each party is free to recommend whatever sentence it deems appropriate.

15. It is understood by the parties that the Court is neither a party to nor bound by this Plea Agreement and, after consideration of the U.S.S.G., may impose the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, Defendant will have no right to withdraw his guilty plea. Similarly, Defendant understands that any recommendation by the Court related to location of imprisonment is not binding on the Bureau of Prisons.

16. Regarding restitution, the parties acknowledge that the amount of restitution owed to the Tennessee Recovery Foundation, f/k/a Davidson County Drug Court Foundation ("the Foundation"), is \$18,000, and that pursuant to Title 18, United States Code, Section 3663A, the Court must order Defendant to make restitution in this amount, minus any credit for funds repaid prior to sentencing. The parties agree that if Nan Casey is ordered to pay restitution in Case No. 3:18-cr-00054, Defendant and Casey will be jointly and severally liable for the money owed to the Foundation. Unless the Court orders otherwise, restitution shall be due immediately.

17. Defendant agrees to pay the special assessment of \$500 at the time of sentencing to the Clerk of the U.S. District Court.

Forfeiture of Property

18. The superseding indictment charges that Defendant is liable to the United States for a sum of money equal to the amount of proceeds that constitute, or are derived from, proceeds traceable

to the fraud scheme alleged in Counts Six and Seven. By entry of a guilty plea to Count Six of the superseding indictment, Defendant acknowledges that such proceeds are subject to forfeiture.¹

19. Defendant agrees to the entry of an Order of Forfeiture consisting of a money judgment in the amount of \$13,500.

20. Defendant understands that forfeiture of this property shall not be treated as satisfaction of any fine, cost of imprisonment, or any other penalty the Court may impose upon Defendant in addition to the forfeiture judgment. The parties intend and expect that any payment that Defendant makes toward forfeiture will be credited to reduce the restitution amount via the remission and restoration process. Defendant understands, however, that the Money Laundering and Asset Recovery Section of the U.S. Department of Justice, which is not bound by this agreement, retains ultimate discretion regarding whether to grant or deny any request related to the remission and restoration process.

Presentence Investigation Report/Post-Sentence Supervision

21. Defendant understands that the United States Attorney's Office and the Criminal Division of the Department of Justice, in their submission to the Probation Office as part of the Pre-Sentence Report and at sentencing, shall fully apprise the District Court and the United States Probation Office of the nature, scope, and extent of Defendant's conduct regarding the charges against him, as well as any related matters. The government will make known all matters in aggravation and mitigation relevant to the issue of sentencing.

¹ A conviction under Count Six triggers forfeiture under 18 U.S.C. § 981(a)(1)(C), rather than § 981(a)(3), as charged in the superseding indictment. Defendant hereby waives any claim that he might have arising from the superseding indictment's citation to an incorrect subsection of the forfeiture statute.

22. Defendant agrees to execute truthfully and completely a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the United States Probation Office, and the United States Attorney's Office and the Criminal Division of the Department of Justice regarding all details of his financial circumstances, including his recent income tax returns as specified by the Probation Officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1 and enhancement of his sentence for obstruction of justice under U.S.S.G. § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001, or as a contempt of the Court.

23. This Plea Agreement concerns criminal liability only. Except as expressly set forth in this Plea Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against Defendant or any other person or entity. The obligations of this Plea Agreement are limited to the United States Attorney's Office for the Middle District of Tennessee and the Criminal Division of the Department of Justice and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Plea Agreement.

24. Defendant understands that nothing in this Plea Agreement shall limit the Internal Revenue Service in its collection of any taxes, interest, or penalties from Defendant and his spouse.

Entry of Guilty Plea

25. The parties jointly request that the Court accept the Defendant's plea of guilty as set forth in this agreement and enter an order reflecting the acceptance of the plea while reserving acceptance of this plea agreement until receipt of the pre-sentence report and sentencing.

Waiver of Appellate Rights

26. Regarding the issue of guilt, Defendant hereby waives all (i) rights to appeal any issue bearing on the determination of whether he is guilty of the crime(s) to which he is agreeing to plead guilty; and (ii) trial rights that might have been available if he exercised his right to go to trial. Regarding sentencing, Defendant is aware that 18 U.S.C. § 3742 generally affords a defendant the right to appeal the sentence imposed. Acknowledging this, Defendant knowingly waives the right to appeal any sentence within or below the guideline range associated with the Recommended Offense Level when combined with Defendant's criminal history category as determined by the Court. Defendant further waives all appellate rights and all collateral attacks concerning forfeiture and all matters related thereto. Defendant also knowingly waives the right to challenge the sentence imposed in any motion pursuant to 18 U.S.C. § 3582(e) and in any collateral attack, including, but not limited to, a motion brought pursuant to 28 U.S.C. § 2255 and/or § 2241. However, no waiver of the right to appeal, or to challenge the adjudication of guilt or the sentence imposed in any collateral attack, shall apply to a claim of involuntariness, prosecutorial misconduct, or ineffective assistance of counsel. Likewise, the government waives the right to appeal any sentence within or above the guideline range associated with the Recommended Offense Level when combined with Defendant's criminal history category.

Other Terms

27. Defendant agrees to cooperate with the United States Attorney's Office and the Criminal Division of the Department of Justice in collecting any unpaid fine and restitution for which Defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office and the Criminal Division of the Department of Justice. Defendant further agrees that any monetary penalties imposed by the Court will be subject to immediate enforcement as provided for in 18 U.S.C. § 3613, and submitted to the Treasury Offset Programs so that any federal payment or transfer of returned property the Defendant receives may be offset and applied to federal debts but will not affect the periodic payment schedule.

28. Defendant recognizes that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offenses to which Defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and Defendant understands that no one, including his attorney or the Court, can predict to a certainty the effect of his conviction on his immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his plea may entail, even if the consequence is his automatic removal from the United States.

29. The United States agrees not to seek additional criminal charges in the Middle District of Tennessee against Defendant for the events between January 25, 2017 and February 13, 2018, which occurred in the Middle District of Tennessee and which he has described in his proffer provided to the United States. However, nothing in this Plea Agreement limits the United States

in the prosecution of Defendant in other districts or for crimes not disclosed in his proffer, except as expressly set forth in this Plea Agreement.

30. Should Defendant engage in additional criminal activity after he has pled guilty but prior to sentencing, Defendant shall be considered to have breached this Plea Agreement, and the government at its option may void this Plea Agreement.

Conclusion

31. Defendant understands that the superseding indictment and this Plea Agreement have been or will be filed with the Court, will become matters of public record, and may be disclosed to any person.


32. Defendant understands that his compliance with each part of this Plea Agreement extends until such time as he is sentenced, and failure to abide by any term of the Plea Agreement is a violation of the Plea Agreement. Defendant further understands that in the event he violates this Plea Agreement, the government, at its option, may move to vacate the Plea Agreement, rendering it null and void, and thereafter prosecute Defendant not subject to any of the limits set forth in this Plea Agreement, or may require Defendant's specific performance of this Plea Agreement. Defendant understands and agrees that in the event that the Court permits Defendant to withdraw from this Plea Agreement, or Defendant breaches any of its terms and the government elects to void the Plea Agreement and prosecute Defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Plea Agreement may be commenced against Defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Plea Agreement and the commencement of such prosecutions.

33. Defendant and his attorney acknowledge that no threats have been made to cause Defendant to plead guilty.

34. No promises, agreements, or conditions have been entered into other than those set forth in this Plea Agreement, and none will be entered into unless memorialized in writing and signed by all of the parties listed below.

35. Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending superseding indictment. Further, I fully understand all rights with respect to the provisions of the Sentencing Guidelines that may apply in my case. I have read this Plea Agreement and carefully reviewed every part of it with my attorney. I understand this Plea Agreement, and I voluntarily agree to it.

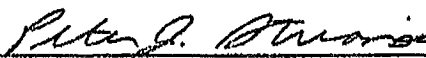
Date: 5-24-18



Cason Moreland
Defendant

36. Defense Counsel Signature: I am counsel for Defendant in this case. I have fully explained to Defendant his rights with respect to the pending superseding indictment. Further, I have reviewed the provisions of the Sentencing Guidelines and Policy Statements, and I have fully explained to Defendant the provisions of those guidelines that may apply in this case. I have reviewed carefully every part of this Plea Agreement with Defendant. To my knowledge, Defendant's decision to enter into this Plea Agreement is an informed and voluntary one.

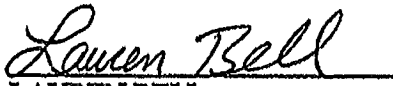
Date: 5/24/18



Peter J. Strianse
Attorney for Defendant


Respectfully submitted,

ANNALOU TIROL
Acting Chief, Public Integrity Section
Criminal Division
United States Department of Justice



LAUREN BELL
ANDREW LAING
Trial Attorneys, Public Integrity Section
Criminal Division
United States Department of Justice

DONALD Q. COCHRAN
United States Attorney
Middle District of Tennessee



CECIL W. VANDEVENDER
Assistant United States Attorney
Middle District of Tennessee

STATEMENT OF FACTS

1. Cason Moreland ("Defendant") was a judge on the General Sessions Court of Metropolitan Nashville & Davidson County, Tennessee. Defendant presided over Division X of the General Sessions Court and heard civil, criminal, and traffic cases. Tennessee law required judges, including Defendant, to "administer justice without respect of persons, and impartially discharge all the duties incumbent on a judge or chancellor, to the best of [his] skill and ability." T.C.A. § 17-1-104.

2. Defendant also presided over the General Sessions Drug Treatment Court (the "Drug Treatment Court"), which was a specialized court program designed to provide alternatives to incarceration for certain defendants. Cases in the Drug Treatment Court were handled by a team of people that included representatives from the office of the District Attorney General, the office of the Public Defender, the Probation Office, and certain treatment centers and transitional living facilities.

3. The work of the Drug Treatment Court was supported by the Davidson County Drug Court Foundation (the "Drug Court Foundation"), which was a nonprofit entity founded in 2009 and organized under 26 U.S.C. § 501(c)(3). Although Defendant did not have an official position with the Drug Court Foundation, he exercised de facto authority over the Drug Court Foundation's operations. From on or about December 22, 2016 to on or about December 21, 2017, the Drug Court Foundation received more than \$10,000 in federal benefits from the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration.

4. The Court Foundation Center was an outpatient treatment facility created by, controlled by, and operated under the aegis of the Drug Court Foundation.

5. "J.P." was a neighbor of Defendant's sister who had known Defendant for more than twenty years.

6. "Person 1," a female, was an acquaintance of Defendant.

7. "Person 2," a female, was an acquaintance of Person 1.

8. "Person 3," a female, was an acquaintance of both Person 1 and J.P.

9. "N.C." was a friend of Defendant's who worked as a member of the Drug Treatment Court team beginning in 2003 and who served as director of the Court Foundation Center from 2012 to 2018.

**THE FEDERAL CRIMINAL INVESTIGATION OF DEFENDANT AND
PUBLIC ALLEGATIONS OF WRONGDOING INVOLVING PERSON 1**

10. On or about January 25, 2017, the Federal Bureau of Investigation ("FBI") opened a federal criminal investigation into whether Defendant had unlawfully used his official position as a judge to provide favorable treatment to Person 1 and Person 2.

11. The next day, on or about January 26, 2017, and on multiple occasions thereafter, the FBI interviewed Person 1 about her relationship with Defendant.

12. On or about January 31, 2017, *The Nashville Scene*, a Nashville newsweekly, published an article alleging that Defendant carried on sexual relationships with Person 1 and Person 2, and that Defendant had intervened on their behalf in General Sessions Court cases. Defendant gave a statement to the newsweekly, in which he generally denied the allegations and claimed:

a. "I fully reject and deny any personal relationship with [Person 2] whatsoever."

b. "I never had an inappropriate relationship with [Person 1]."

c. "At no time did I intervene on [Person 1 or Person 2's] behalf during or after judgments were rendered by the appropriate courts."

d. "Because I had even a minimal acquaintance with both [Person 2 and Person 1], when their cases were assigned to my court—as a result of a process that is entirely random—I took the proper step of recusal to ensure the matters were handled in other General Sessions Courts."

13. On or about February 1, 2017, WSMV-TV, a Nashville television station, broadcast an interview with Person 1. According to her account in the interview, Person 1 was introduced to Defendant by Person 2 at a meeting at a local restaurant, during which time Person 1 told Defendant that she owed fees and fines stemming from prior charges for Driving Under the Influence ("DUI"). Sometime after the meeting, Defendant sent Person 1 a text message stating, "Your fees; fines and court cost are taken care of! You now officially owe me !! Haha." Person 1 alleged that she later began a sexual relationship with Defendant.

14. On or about February 1, 2017, the FBI attempted to interview Defendant at his office.

15. In or about February 2017, a Federal grand jury in the Middle District of Tennessee began issuing subpoenas relating to its investigation into, among other things, whether Defendant had unlawfully used his official position as a judge to provide favorable treatment to Person 1 and Person 2.

16. On or about February 7, 2017, media in and around Nashville publicly reported that the FBI was investigating, among other things, whether Defendant had used his official position as a judge to provide favorable treatment to Person 1 and Person 2.

17. On or about February 9, 2017, WSMV-TV broadcast another report about the relationship between Defendant and Person 1. The report alleged that Defendant intervened during a traffic stop of Person 1 to help her get out of a ticket. The report showed an exchange of text messages, in which Person 1 thanked Defendant for his assistance and Defendant replied: "Just used my super powers!!" and "My desk still has butt marks on it!" The report alleged that the latter text message referred to a sexual encounter between Defendant and Person 1 at Defendant's office after Person 1 was released from the traffic stop.

18. On or about February 23, 2017, Defendant's attorney met with prosecutors to discuss the status of the federal criminal investigation.

**DEFENDANT'S OBSTRUCTION OF
THE FEDERAL CRIMINAL INVESTIGATION RELATING TO PERSON 1**

19. Between on or about March 1, 2017, and on or about March 10, 2017, in the Middle District of Tennessee and elsewhere, Defendant did corruptly obstruct, influence, and impede, and attempt to obstruct, influence, and impede, an official proceeding, that is, a Federal grand jury investigation.

20. Between on or about March 1, 2017, and on or about March 16, 2017, in the Middle District of Tennessee and elsewhere, Defendant did knowingly, with the intent to retaliate, take an action harmful to Person 1, and did conspire to take an action harmful to Person 1, for providing to a law enforcement officer any truthful information relating to the commission and possible commission of a Federal offense

21. On or about March 1, 2017—less than a week after Defendant's attorney had met with the U.S. Attorney's Office to discuss the status of the federal criminal investigation—Defendant arranged to meet with J.P. Defendant told J.P. that he was under investigation and that he could lose his job as a judge and face criminal charges. Defendant told J.P. that he needed J.P.'s

help to persuade Person 1 to sign an affidavit taking back her public allegations about their relationship. Defendant told J.P. that he was prepared to pay thousands of dollars if Person 1 would sign the affidavit. J.P. agreed to help Defendant do this.

22. On or about March 1, 2017, during the meeting, Defendant and J.P. determined that Person 3 was a mutual acquaintance of Person 1 and J.P. Defendant instructed J.P. to use Person 3 as a go-between to persuade Person 1 to sign the affidavit. Defendant told J.P. that he could give Person 3 several thousand dollars, which Person 3 could use to pay Person 1 to sign the affidavit, while keeping some for herself.

23. On about March 1, 2017, during the meeting, Defendant also told J.P. that he wanted to destroy Person 1's credibility by getting her arrested on drug charges. Defendant asked J.P. if he could help arrange for Person 1 to be stopped in her car by a police officer and for drugs to be found there. J.P. agreed to help Defendant do this.

24. On or about March 2, 2017, Defendant told J.P. that he was worried that his phone calls were being monitored. Defendant instructed J.P. to buy him a "burner" phone registered to a fake name so that he could talk to J.P. without being recorded.

25. On or about March 3, 2017, J.P. went to a Verizon store and bought a "burner" phone for Defendant. J.P. registered the phone in the name of "Raul Rodriguez."

26. On or about March 3, 2017, Defendant met J.P., who gave him the "Raul Rodriguez" burner phone.

27. On or about March 3, 2017, during the same meeting, Defendant instructed J.P. to call Person 1's phone to make sure that Defendant still had a good phone number for her. J.P., using his phone, called Person 1 on speakerphone, with Defendant listening. Person 1 answered

the call, Defendant confirmed that it was her, and J.P. attempted to make it seem that he had dialed the wrong number.

28. On or about March 5, 2017, Defendant told J.P. to get in touch with Person 3 to ask for her help in getting Person 1 to sign the affidavit. J.P. spoke to Person 3 that evening and told her that he could give her thousands of dollars, which she could share with Person 1 if Person 1 would sign an affidavit recanting her allegations about Defendant.

29. On or about March 6, 2017, Person 3 spoke to Person 1 and told her about the proposal from J.P. Person 1 called the FBI and reported the information.

30. On or about March 9, 2017, Defendant sent a text message to J.P. with a photograph of a large pile of cash. Defendant told J.P. that he could send the picture to Person 3 to prove that the money was ready and available.

31. On or about March 9, 2017, Person 3 was approached by the FBI and agreed to cooperate in its criminal investigation. Person 3 consented to the FBI recording her conversations with J.P.

32. On or about March 9, 2017, Person 3, acting at the direction of the FBI, called J.P. J.P. was meeting with Defendant at the time, and Defendant listened on speakerphone to the conversation between Person 3 and J.P. J.P. told Person 3 that he had "a bunch of hundred dollar bills" for her. Person 3 responded that Person 1 did not want to sign the affidavit. Person 3 also told J.P. that she had given Person 1 J.P.'s full name.

33. Immediately after this phone conversation, on or about March 9, 2017, Defendant told J.P. that they needed to create a false cover story to explain why Defendant had sent J.P. a photograph of a pile of cash. Defendant then sent J.P. a text message falsely implying that he had sent the photograph to show the proceeds of Defendant's recent sale of his motorcycle.

34. On or about March 10, 2017, J.P. was approached by the FBI and agreed to cooperate in its criminal investigation. J.P. consented to the FBI recording his conversations with Defendant.

35. On or about March 10, 2017, Defendant used the "Raul Rodriguez" burner phone to call J.P. At the FBI's direction, J.P. told Defendant that he had spoken to Person 3 again and that Person 1 might be willing to sign the affidavit. Defendant responded that "it might be a setup" and told J.P. to go out for drinks with Person 1 and Person 3 to "feel it out." Defendant told J.P. to tell Person 1 and Person 3 "that I [Defendant] don't know anything about it."

36. Before ending that same phone call, on or about March 10, 2017, Defendant told J.P. that he would call him back with "some numbers." Shortly thereafter, Defendant used the "Raul Rodriguez" burner phone to call J.P. and give him three letters, which Defendant said were the last three letters of Person 1's license plate number.

37. On or about March 11, 2017, Defendant met with J.P. At the FBI's direction, J.P. told Defendant that he had met with Person 3 the night before and that he believed that Person 1 would be willing to sign an affidavit. J.P. told Defendant that he could meet with Person 1 and Person 3 that evening.

38. Upon hearing this information, on or about March 11, 2017, Defendant gave J.P. an affidavit that was written as though it was from Person 1. Defendant did so by instructing J.P. to remove the affidavit from an envelope Defendant was holding, so that Defendant did not get his fingerprints on the affidavit.

39. At that same meeting, on or about March 11, 2017, Defendant also gave J.P. \$5,100 in cash, to use to get Person 1 to sign the affidavit. Defendant instructed J.P. that the money should

not be given to Person 1 directly. Instead, Defendant directed J.P. to pass the money to Person 1 by giving it to Person 3.

40. The affidavit that Defendant wanted Person 1 to sign contained false and misleading statements, including:

a. that Person 1 "was further tricked, coerced, and paid \$2,500.00 to give an interview to [WSMV-TV]";

b. that the reporter "had knowledge that [Person 1] was paid for the interview and that [Person 1] was tricked into giving it";

c. that Person 1 and Defendant "did not have sex in his office," and that Person 1 had "jokingly [sat] on [Defendant's] desk and left a butt print, thus the origin of the text message";

d. that "Judge Moreland loaned [Person 1] \$800.00 to pay traffic fines in other counties" and that when Defendant "discovered that [Person 1] had spent the money on something other than fines, [their] relationship ended"; and

e. that "several of the text messages on [Person 1's] phone were put on there by way of the SPOFF [sic] phone application and not by Judge Moreland."

41. After he gave the affidavit to J.P. during the meeting on or about March 11, 2017, Defendant told J.P. that "this right here gets me out of trouble." Defendant also gave several instructions to J.P. about the affidavit and how he should deal with Person 1 and Person 3, including:

a. that "the only thing in there that might not possibly be true is the spoof stuff. So if [Person 1] wants to mark it out, mark it out. I'd really rather she not";

b. that "I got to have in there" that Person 1 was paid for the interview, explaining "[t]hat gets me out of trouble";

c. that J.P. should not tell Person 1 that he is working for Defendant, explaining: "You're like a private investigator. We're taking a statement from her. But you don't work for me";

d. that J.P. should speak carefully, as if he were being recorded, when speaking with Person 1 and Person 3;

e. that J.P. should "never mention a word about money" in front of Person 1 and should instruct Person 3 not to do so either;

f. that J.P. should leave the affidavit and money in his car when he meets with Person 1, until Person 1 agrees to sign it; and

g. that J.P. should get Person 1 "liquored up real good before you bring [the signing of the affidavit] up."

42. Later that night, at approximately 8:00 p.m. on or about March 11, 2017, Defendant used the "Raul Rodriguez" burner phone to call J.P. in response to a message from J.P. At the FBI's direction, J.P. told Defendant that he had met with Person 1 and Person 3, that he had gone over the affidavit with Person 1, and that there were statements Person 1 wanted to cross out because they were untrue, including:

a. that Person 1 had been paid \$2,500 for the WSMV interview;

b. that Person 1 and Defendant never had sex in his office; and

c. that text messages on Person 1's phone had been placed there by spoofing.

43. Upon hearing this information, on or about March 11, 2017, Defendant said that he wanted Person 1 to continue to claim that she was paid for the WSMV-TV interview, but could

cross out the amount of \$2,500. Defendant told J.P. that the affidavit has "got to be the truth," but added that "it's got to help me. If she's marking everything out and it's not helping me—," Defendant also told J.P. what other changes would be acceptable or not.

44. During the same phone conversation, on or about March 11, 2017, Defendant asked J.P. how much money Person 1 wanted for herself to sign the affidavit. At the FBI's direction, J.P. responded that Person 1 wanted "half," meaning approximately \$2,500. Defendant responded: "Well, but she's going to have to do something to help me for it." Defendant told J.P. that he did not "care what [Person 1] keeps." Defendant further suggested that he would be willing to pay more money if necessary, stating, "[W]e'll take care of whoever on the back end, too" and "if we have to have a little more, we'll have a little more."

45. Less than one hour later, on or about March 11, 2017, Defendant used the "Raul Rodriguez" burner phone to call J.P. At the FBI's direction, J.P. told Defendant that Person 1 would sign the affidavit "as-is" for an extra \$1,000. J.P. explained that he would need to take that money from the cut to which he had agreed with Person 3, so Defendant would need to come up with another \$1,000 to cover it. Defendant agreed, telling J.P.: "If you need to come by here tonight, I'll give it to you tonight." Defendant instructed J.P. to try and take a video of Person 1 reading the affidavit out loud.

46. Later that night, on or about March 11, 2017, Defendant met with J.P. Defendant gave J.P. the extra \$1,000, and J.P. gave Defendant the false affidavit, which Defendant believed to have been signed by Person 1, but which had in fact been signed by an FBI agent. Defendant asked J.P. if he would notarize the affidavit. J.P. replied that he would look for his notary stamp when he got home.

47. The next day, on or about March 12, 2017, Defendant called J.P. and again asked J.P. to notarize the false affidavit.

48. On or about March 14, 2017, Defendant met with J.P. to get the false affidavit notarized.

49. On or about March 16, 2017, Defendant met with J.P. At the FBI's direction, J.P. told Defendant that he had spoken to a law enforcement officer about planting drugs in Person 1's car. J.P. told Defendant that the officer agreed that it "wouldn't look good [for Person 1] at all." Defendant asked J.P., "What's he want?", referring to what the officer wanted to help plant the drugs. Defendant also asked whether the officer would "be the one to pull her over" and whether he had "a dog," referring to a drug-sniffing dog. Defendant asked whether J.P. had found Person 1's car—J.P. replied that he had not—and stated that the tag number he had given J.P. several days before should be enough to find it.

**THE THEFT AND EMBEZZLEMENT OF FUNDS
FROM THE DRUG COURT FOUNDATION**

50. Between on or about March 1, 2016, and on or about January 28, 2018, in the Middle District of Tennessee and elsewhere, Defendant; N.C., an agent of an organization receiving in the one year period beginning December 22, 2016, benefits in excess of \$10,000 from the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration; and others known and unknown, did knowingly and unlawfully combine, conspire, confederate and agree together and with each other to embezzle, steal, obtain by fraud, and without authority knowingly convert property worth at least \$5,000 and owned by, and under the care, custody, and control of such an organization, that is, cash and other funds collected from people receiving substance abuse treatment at the Court Foundation Center

51. Although Defendant lacked an official position with the Drug Court Foundation, he used his de facto authority to cause Drug Court Foundation funds to be expended to reimburse him for purely personal expenses unrelated to the Drug Court Foundation's operations. For example,

a. On or about May 6, 2016, Defendant, using the Drug Court Foundation's account with a florist, ordered flowers for his mother.

b. On or about July 20, 2016, Defendant, using the Drug Court Foundation's account with a florist, ordered flowers for a relative of a friend.

c. On or about August 18, 2016, Defendant, using the Drug Court Foundation's account with a florist, ordered flowers for his mother.

d. On or about September 2, 2016, Defendant, using the Drug Court Foundation's account with a florist, ordered flowers for members of the media to show his personal appreciation.

e. On or about February 1, 2017, at Defendant's direction, Defendant's judicial assistant caused the Drug Court Foundation to pay approximately \$464.32 to a florist for personal purchases made by Defendant.

52. As noted above, the Court Foundation Center was an outpatient treatment facility that provided substance abuse services. Most of the individuals who received treatment at the Court Foundation Center were participants in the Drug Treatment Court program. For these individuals, N.C.—as the director of the Court Foundation Center—would document their treatment and submit billing records to the Tennessee Department of Mental Health & Substance Abuse Services ("TDMHSAS"), who would make payments directly to the Drug Court Foundation.

53. In addition, there were other individuals who received treatment at the Court Foundation Center who were not Drug Treatment Court participants. This included individuals who sought outpatient treatment for reasons that included efforts to reduce their jail time for DUI or other offenses. These individuals typically paid for treatment out of their own pockets, via cash or money order, and were known as "self-pay clients." Initially, these self-pay clients were required to pay \$500 to participate in a six-month counseling program; later, the self-pay clients were required to pay \$750 to participate in the program. N.C. collected payments from the self-pay clients, and would document those payments in a receipt book. N.C. also kept an attendance log for all individuals who attended the Court Foundation Center, with annotations showing whether they were self-pay clients or participants in the Drug Treatment Court program.

54. N.C. discussed the terms of her compensation as director of the Court Foundation Center with Defendant, whom N.C. saw as her boss and as the ultimate decision maker for the Drug Court Foundation. Defendant told N.C. that she should submit a monthly invoice to the Drug Court Foundation for her time, but that the total amount of all Court Foundation Center invoices together should not exceed 50% of the total amount that the Drug Court Foundation received that month from TDMHSAS. Defendant acknowledged that this billing arrangement would result in N.C. being underpaid for the time she spent working at the Court Foundation Center, as N.C. would need to underreport her hours worked in order to keep Court Foundation Center invoices below the limit. Defendant therefore told N.C. that she could keep for herself all of the money she collected from the self-pay clients, and N.C. agreed to do so.

55. By early 2016, the number of self-pay clients who received counseling at the Court Foundation Center had increased, as a result of a change in state law that made more DUI defendants eligible to reduce their jail sentences by completing outpatient substance abuse

treatment. As such, the amount of money that N.C. was collecting each month from self-pay clients increased. N.C. began feeling uneasy about the amount of money that she was collecting every month, in part because she was no longer conducting all of the group counseling sessions herself, as she had in the beginning.

56. In Spring 2016, N.C. approached Defendant and told him that she felt uneasy about keeping all of the money she was collecting from self-pay clients. She further told him that she would prefer to deposit all of the money from self-pay clients into the Drug Court Foundation's bank account, while at the same time either becoming a salaried employee or being allowed to bill the Drug Court Foundation for the entirety of her work at the Court Foundation Center. In response, Defendant told N.C. that if she felt uneasy about the money she was keeping, she should start giving him half of it, and Defendant stated he would begin working on increasing her compensation.

57. N.C. agreed to do so, and, at Defendant's direction, began taking an envelope full of cash—containing half of the money she had collected from self-pay clients that month—to Defendant's office once a month. N.C. typically would place the envelope on Defendant's desk while he was elsewhere.

58. This arrangement continued until approximately Fall 2016, when N.C. reiterated to Defendant that she still felt uneasy about keeping the money from self-pay clients. At that point, Defendant told N.C. that she should start giving him all of the money that she collected from self-pay clients each month, and, in return, she could begin billing the Drug Court Foundation for all of her work at the Court Foundation Center.

59. N.C. agreed to do so, and thereafter began providing Defendant with a monthly envelope containing all of the money she had collected that month from self-pay clients. This

arrangement continued from late 2016 through January 2017. In total, between Spring 2016 and January 2017, N.C. collected from self-pay clients, and either retained for herself or provided to Defendant, over \$15,000 in funds that were stolen, embezzled, and without authority knowingly converted from the Drug Court Foundation.

60. In mid-February 2017, after having been visited by the FBI, Defendant asked N.C. to meet with him in the judges' area of the parking garage at the courthouse. There, Defendant gave N.C. an envelope full of cash and directed her to purchase a lockbox in which to store the cash. N.C. agreed to do so and purchased a lockbox, and sent a photo of it to Defendant for his approval.

61. On or about March 3, 2017, Defendant called N.C. from his phone and told her that he would call her back shortly from another phone. Defendant then called N.C. from the "Raul Rodriguez" burner phone and asked her to bring the money that she was storing in the lockbox out to his sister's house, where he was staying at the time.

62. N.C. agreed to do so and brought the money to Defendant at his sister's house. After he received it, Defendant counted the money out on the counter, and it totaled approximately \$6,000. Defendant made a comment to N.C. that she understood to mean that he would use that money to bribe Person 1 to recant her allegations.

**DEFENDANT'S OBSTRUCTION OF THE FEDERAL CRIMINAL INVESTIGATION
RELATED TO THEFT AND EMBEZZLEMENT OF FUNDS
FROM THE DRUG COURT FOUNDATION**

63. Between on or about February 1, 2017, and on or about February 28, 2017, in the Middle District of Tennessee and elsewhere, Defendant did knowingly destroy, mutilate, and conceal, and cause to be destroyed, mutilated, and concealed, records and documents, specifically, receipt books and attendance logs from the Court Foundation Center, with the intent to impede,

obstruct, and influence the investigation and proper administration of a matter, and in relation to and in contemplation of such matter, which was within the jurisdiction of the Federal Bureau of Investigation, a department and agency of the United States.

64. As noted above, the FBI attempted to interview Defendant at his office on or about February 1, 2017. N.C. was also present at Defendant's office when the FBI arrived.

65. In mid-February 2017, after having been visited by the FBI, Defendant directed N.C. to destroy records and documents that could show the amount of cash being collected from self-pay clients. N.C. agreed to do so, and destroyed the receipt book and attendance log from the Court Foundation Center.

66. Between in or about March 2017 and in or about January 2018, Defendant and N.C. continued to stay in contact with one another, including on occasion by meeting in person for lunch. These contacts included a lunch meeting between the two of them on or about December 22, 2017, and a series of text messages regarding a potential future lunch meeting between the two of them on or about January 22, 2018.

67. Between on or about February 9, 2018 and February 13, 2018, Defendant, while on release pursuant to an order dated March 31, 2017, from the United States District Court for the Middle District of Tennessee, Case No. 3:17-cr-00066, which order notified said Defendant of the potential effect of committing an offense while on pretrial release, did commit the offense of tampering with a witness by corrupt persuasion in violation of Title 18, United States Code, Section 1512(b)(1).

68. On or about January 29, 2018, N.C. met with the FBI and, shortly thereafter, agreed to cooperate in its criminal investigation. N.C. consented to the FBI recording her conversations with Defendant.

69. On or about February 9, 2018, N.C. met Defendant for lunch, and advised him that she had been contacted by the FBI and had been subpoenaed to produce documents and testify to a Federal grand jury on or about February 14, 2018. N.C. expressed concern to Defendant that the FBI and grand jury would find out about the money she had given him and about the records and documents he had directed her to destroy.

70. Also on or about February 9, 2018, following their lunch meeting, Defendant corresponded further with N.C. via phone call and text message.

71. On or about February 13, 2018, Defendant had an additional phone conversation with N.C.

72. During these conversations between on or about February 9, 2018 and February 13, 2018, Defendant tampered with N.C. by attempting to corruptly persuade her to provide false or materially misleading information when she appeared before the Federal grand jury on February 14, 2018. Among other things, Defendant:

a. presented N.C. with numerous false cover stories about what had happened to the money collected at the Court Foundation Center from self-pay clients;

b. presented N.C. with numerous false cover stories about what had happened to the receipt books that N.C. had destroyed at Defendant's direction; and

c. assured N.C. that no one else knew about the money she had given him, and that the only way the information would come to light, and thus the only way that she could potentially get in trouble was if she disclosed it.

73. At the time of these conversations between on or about February 9, 2018 and February 13, 2018, Defendant was under indictment and had been released on pretrial release under 18 U.S.C. § 3142, pursuant to an order dated March 31, 2017. That order notified Defendant,

among other things, that "[i]t is a crime" to "obstruct a criminal investigation" or "tamper with a witness, victim, or informant," and further notified him of the potential effect of such violations.