

Eastern District of Kentucky
FILED

OCT 31 2022
AT COVINGTON
ROBERT R. CARR
CLERK U.S. DISTRICT COURT

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
NORTHERN DIVISION
COVINGTON**

CRIMINAL ACTION NO. *22-cr-64-DLB*

UNITED STATES OF AMERICA

PLAINTIFF

V.

PLEA AGREEMENT

**ANGELA MARIE ANCISO,
aka ANGELA MARIE SULLIVAN**

DEFENDANT

* * * * *

1. Pursuant to Federal Rule of Criminal Procedure 11(c), the Defendant will enter a guilty plea to the sole Count of the Information, charging a violation of 18 U.S.C. § 641, theft of government funds. Pursuant to Rule 11(c)(1)(A), the United States will not bring additional charges based upon evidence in its possession at the time of the execution of this Agreement and arising out of the conduct related to this investigation within the Eastern District of Kentucky, unless the Defendant breaches this Agreement.

2. The essential elements of the sole Count are:

(a) The Defendant knowingly embezzled, stole, purloined, or converted to her own use or the use of another money and things of value;

(b) The money and things of value belonged to the United States or any department or agency thereof, including the Social Security Administration (SSA); and

(c) The total amount of the money and things of value exceeded \$1,000.

3. As to the sole Count, the United States could prove the following facts that establish the essential elements of the offense beyond a reasonable doubt, and the Defendant admits that these facts are true:

(a) At all relevant times, the Defendant was a resident of Kenton County, Kentucky, in the Eastern District of Kentucky. All relevant conduct occurred in the Eastern District of Kentucky.

(b) On January 12, 2015, L.B., the Defendant's father, passed away. Prior to that date, L.B. was a valid recipient of Title II Social Security retirement benefits. A payee's death ends his right to such benefits, which are money and property of the United States and the SSA, a department or agency thereof.

(c) After her father's death, the Defendant did not notify the SSA of L.B.'s death and continued to obtain and use his SSA benefits, which were deposited into a bank account the Defendant had access to and control of. The Defendant mainly used the SSA benefits for personal spending, including numerous point-of-sale transactions and cash withdrawals. The Defendant, thus, fraudulently received L.B.'s SSA benefits, in an amount exceeding \$1,000, from on or about January 12, 2015, through in or about June 2020. The Defendant knowingly embezzled, stole, purloined, or converted to her own use or the use of another such benefits, to which she was not entitled. The total loss to the SSA as a result of the Defendant's crime is \$109,830.40.

4. The statutory punishment for the sole Count is imprisonment for not more than 10 years, a fine of not more than \$250,000, and a term of supervised release of not more than 3 years. A mandatory special assessment of \$100 applies, which the Defendant will pay to the U.S. District Court Clerk at the time of the entry of the plea.

5. Pursuant to Rule 11(c)(1)(B), the United States and the Defendant recommend the following sentencing guidelines calculations, and they may object to or argue in favor of other calculations. These recommendations do not bind the Court.

(a) United States Sentencing Guidelines (U.S.S.G.), August 1, 2021, manual, will determine the Defendant's guidelines range.

(b) Pursuant to U.S.S.G. § 1B1.3, the Defendant's relevant conduct includes the conduct described in ¶ 3 and all provided discovery materials.

(c) Pursuant to U.S.S.G. § 2B1.1(a)(2), the base offense level is 6.

(d) Pursuant to U.S.S.G. § 2B1.1(b)(1)(E), increase the offense level by 8 levels because the loss exceeds \$95,000.

(e) Pursuant to U.S.S.G. § 3E1.1 and unless the Defendant commits another crime, obstructs justice, or violates a court order, decrease the offense level by 2 levels for the Defendant's acceptance of responsibility. If the offense level determined prior to this 2-level decrease is level 16 or greater, the United States will move at sentencing to decrease the offense level by 1 additional level based on the Defendant's timely notice of intent to plead guilty.

(f) Pursuant to U.S.S.G. § 5E1.1, restitution is \$109,830.40, and the victim is the SSA. In accordance with 18 U.S.C. §§ 3663 & 3663A, the Defendant agrees and consents to the Court imposing a restitution obligation of this amount in the Judgment.

6. No agreement exists about the Defendant's criminal history category pursuant to U.S.S.G. Chapter 4.

7. The Defendant will not file a motion for a decrease in the offense level based on a mitigating role pursuant to U.S.S.G. § 3B1.2 or a departure motion pursuant to U.S.S.G. Chapter 5, Parts H or K.

8. The Defendant waives the right to appeal the guilty plea, conviction, and sentence. Except for claims of ineffective assistance of counsel, the Defendant also waives the right to attack collaterally the guilty plea, conviction, and sentence.

9. The United States will recommend releasing the Defendant on conditions for future court appearances if the Defendant does not violate the terms of the order setting conditions of release.

10. The Defendant agrees to the imposition of a forfeiture money judgment in the amount of \$102,101, which represents proceeds the Defendant obtained, received, or enjoyed as a result of the offense to which she is pleading guilty and will execute any documents necessary for this forfeiture. The defendant agrees the money judgment constitutes a debt to the United States and understands the United States will attempt to collect this debt by forfeiting other property of the defendant up to the value of \$102,101.

11. The Defendant agrees to cooperate fully with the United States Attorney's Office by making a full and complete financial disclosure. Within 30 days of pleading guilty, the Defendant agrees to complete and sign a financial disclosure statement or affidavit disclosing all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or other third party, and disclosing any transfer of assets that has taken place within three years preceding the entry of this plea agreement. The Defendant will submit to an examination, which may be taken under oath and may include a polygraph examination. The Defendant will not encumber, transfer, or dispose of any monies, property, or assets under the Defendant's custody or control without written approval from the United States Attorney's Office. If the Defendant is ever incarcerated in connection with this case, the Defendant will participate in the Bureau of Prisons Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments. If the Defendant fails to comply with any of the provisions of this paragraph, the United States, in its discretion, may refrain from moving

the Court pursuant to U.S.S.G. § 3E1.1(b) to reduce the offense level by one additional level, and may argue that the Defendant should not receive a two-level reduction for acceptance of responsibility under U.S.S.G. § 3E1.1(a).

12. The Defendant understands and agrees that, pursuant to 18 U.S.C. § 3613, whatever monetary penalties are imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States. If the Court imposes a schedule of payments, the Defendant agrees that it 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. The Defendant waives any requirement for demand of payment on any fine, restitution, or assessment imposed by the Court and agrees that any unpaid obligations will be submitted to the United States Treasury for offset. The Defendant authorizes the United States to obtain the Defendant's credit reports at any time. The Defendant authorizes the U.S. District Court to release funds posted as security for the Defendant's appearance bond in this case, if any, to be applied to satisfy the Defendant's financial obligations contained in the judgment of the Court.

13. If the Defendant violates any part of this Agreement, the United States may void this Agreement and seek an indictment for any violations of federal laws, and the Defendant waives any right to challenge the initiation of additional federal charges.

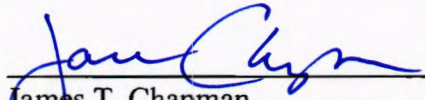
14. This document and the supplement contain the complete and only Plea Agreement between the United States Attorney for the Eastern District of Kentucky and the Defendant. The United States has not made any other promises to the Defendant.

15. This Agreement does not bind the United States Attorney's Offices in other districts, or any other federal, state, or local prosecuting authorities.

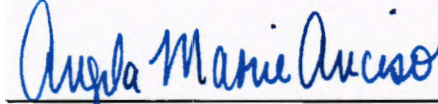
16. The Defendant and her attorney acknowledge that the Defendant understands this Agreement, that the Defendant's attorney has fully explained this Agreement to the Defendant, and that the Defendant's entry into this Agreement is voluntary.

CARLTON S. SHIER, IV
UNITED STATES ATTORNEY

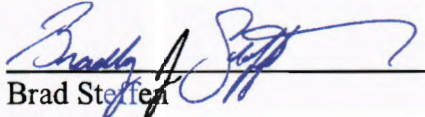
Date: 10/31/22

By: 
James T. Chapman
Special Assistant U.S. Attorney

Date: 09-22-22


Angela Marie Anciso
Defendant

Date: Sept. 22, 2022


Brad Steffen
Attorney for Defendant