

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
Southern Division

UNITED STATES OF AMERICA,

Plaintiff,

-vs-

LIAM MULHOLLAND,

Defendant.

Crim No. 13-20214

HON. Julian A. Cook, Jr.

OFFENSE: 18 U.S.C. § 844(i)(arson)

MAXIMUM PENALTY: 20 years' imprisonment

MAXIMUM FINE: \$250,000

MAXIMUM SUPERVISED RELEASE: 3 years

RULE 11 PLEA AGREEMENT

Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, defendant LIAM MULHOLLAND and the government agree as follows:

1. GUILTY PLEA

A. Count of Conviction

Defendant will enter a plea of guilty to **Count One** of the First Superseding Indictment, which charges arson, in violation of 18 U.S.C. § 844(I).



B. Elements of Offense

The elements of Count One are:

1. The defendant maliciously damaged or destroyed, or attempted to damage or destroy;
2. By means of fire;
3. A building, vehicle, or other real or personal property;
4. Used in interstate or foreign commerce or in any activity affecting interstate or foreign commerce.

C. Factual Basis for Guilty Plea

The following facts are a sufficient and accurate basis for defendant's guilty plea:

On March 21, 2003, at approximately 3:00 a.m., the defendant and three other individuals drove to the Mystic Forest housing development in Ann Arbor, Michigan, for the purpose of setting fire to homes that were under construction by a development company. Once they arrived at that location, the defendant dispersed gasoline throughout a home under construction located at 3755 Birch Run; a fire was then lit at that site. Another participant in the arson spray painted a message on the garage door of a nearby house that read, "ELF – No Sprawl." (ELF stands for Earth Liberation Front, an environmental extremist movement.) The fire department responded to the scene

and extinguished the fire, which completely destroyed the home.

2. SENTENCING GUIDELINES

A. Standard of Proof

The Court will find sentencing factors by a preponderance of the evidence.

B. Agreed Guideline Range

There are no sentencing guideline disputes. Except as provided below, defendant's guideline range is 30-37 months, as set forth on the attached worksheets.

If the Court finds:

a) that defendant's criminal history category is higher than reflected on the attached worksheets, or

b) that the offense level should be higher because, after pleading guilty, defendant made any false statement to or withheld information from his probation officer; otherwise demonstrated a lack of acceptance of responsibility for his offense(s); or obstructed justice or committed any crime, and if any such finding results in a guideline range higher than 30-37 months, the higher guideline range becomes the agreed range.

However, if the Court finds that defendant is a career offender, an armed career criminal, or a repeat and dangerous sex offender as defined under

the sentencing guidelines or other federal law, and that finding is not already reflected in the attached worksheets, this paragraph does *not* authorize a corresponding increase in the agreed range.

Neither party may take a position concerning the applicable guidelines that is different than what is reflected in the attached worksheets, except as necessary to the Court's determination regarding subsections a) and b), above.

C. Relevant Conduct

The relevant conduct in this case includes the following:

During the course of committing the arson charged in Count One, the defendant also dispersed gasoline around the site of a second home under construction in the Mystic Forest housing development located at 3622 Brittanie, Ann Arbor, Michigan. A fire was lit at that site resulting in the total destruction of that residence as well.

D. Additional Stipulated Offense

Defendant committed the following offense, in addition to the one to which he is pleading guilty:

On June 4, 2003, at approximately 4:00 a.m., the defendant and the same three individuals drove to the Willow Ridge housing development in Washington Township, Michigan for the purpose of setting fires to homes that were under construction.

Once they arrived at that location, the defendant dispersed gasoline throughout one of the homes under construction at 57680 and 57648 Apple Creek Road. Fires were then lit at those sites. He also spray painted a message on a nearby forklift that read, "ELF. Stop sprawl." The fire department responded to the scene and extinguished the fires, which completely destroyed the two homes.

3. Acknowledgment of Additional Criminal Acts

The defendant acknowledges that he participated in the following acts:

(a) May 3, 2002, Simm's Poultry, Inc., Bloomington, Indiana: The defendant and another individual placed timed incendiary devices underneath refrigerated chicken delivery trucks on behalf of the Animal Liberation Front (an extremist animal rights movement).

(b) June 27, 2002, Pedigo Bay Housing Development, Bloomington, Indiana: The defendant committed an arson of a residential home under construction.

(c) September 21, 2003, Ice Mountain Water Co. Pumping Station, Stanwood, Michigan: The defendant conspired with others in a plot to commit an arson at the Ice Mountain facility and assisted in the construction of incendiary devices that were placed at that facility but which failed to detonate.

4. SENTENCE

The Court will impose a sentence pursuant to 18 U.S.C. § 3553, and in doing so must consider the sentencing guideline range.

A. Imprisonment

Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) the sentence of imprisonment in this case may not exceed the top of the sentencing guideline range as determined by Paragraph 2B.

B. Supervised Release

A term of supervised release follows the term of imprisonment. There is no agreement on supervised release. In other words, the Court may impose any term of supervised release up to the statutory maximum term, which in this case is three years. The agreement concerning imprisonment described above in Paragraph 3A does not apply to any term of imprisonment that results from any later revocation of supervised release.

C. Special Assessment

Defendant will pay a special assessment of **\$200** and must provide the government with a receipt for the payment before sentence is imposed.

D. Fine

There is no agreement on the amount of fine, if any, that should be imposed.

E. Restitution

The Court shall order restitution to every identifiable victim of defendant's offense, relevant conduct and stipulated offense in the total amount of \$757,615. The victims, and the amounts of restitution in this case, are as follows:

Al Bourdeau Insurance: \$250,391

Protective Insurance Agency: \$203,560

State Farm Fire and Casualty Company: \$303,662

5. Substantial Assistance Determination

The government has determined that the defendant's cooperation to date amounts to substantial assistance in the investigation or prosecution of others.

Accordingly, the government will seek a downward departure at sentencing under 18 U.S.C. § 3553(e), which provides that the Court may then impose a sentence below the mandatory minimum sentence of five years, and under U.S.S.G. § 5K1.1, may grant a departure from the guidelines. The defendant agrees that he will not seek a greater departure for his cooperation under the Sentencing Guidelines or 18 U.S.C. § 3553(a) than that recommended by the government. However, nothing in this agreement

precludes the defendant from seeking a downward variance based on the factors set forth in 18 U.S.C. § 3553(a), other than the defendant's cooperation. The defendant further understands that the amount of the reduction, if any, will be determined by the Court and that the Court may refuse to reduce defendant's sentence at all.

6. Use of Withdrawn Guilty Plea

If the Court allows defendant to withdraw his guilty plea for a "fair and just reason" pursuant to Fed. R. Crim. P. 11(d)(2)(B), defendant waives his rights under Fed. R. Evid. 410, and the government may use his guilty plea, any statement made under oath at the change-of-plea hearing, and the factual basis statement in this plea agreement, against him in any proceeding.

7. OTHER CHARGES

If the Court accepts this agreement, the government will dismiss counts two, three, and four of the First Superseding Indictment. In addition, the government will not bring additional charges against defendant based on any of the conduct reflected in the attached worksheets.

8. EACH PARTY'S RIGHT TO WITHDRAW FROM THIS AGREEMENT

The government may withdraw from this agreement if the Court finds the correct guideline range to be different than is determined by Paragraph 2B.

Defendant may withdraw from this agreement, and may withdraw his guilty plea, if the Court decides to impose a sentence higher than the maximum of the sentencing guideline range as determined by Paragraph 2B. This is the only reason for which defendant may withdraw from this agreement. The Court shall advise defendant that if he does not withdraw his guilty plea under this circumstance, the Court may impose a sentence greater than the maximum of the sentencing guideline range as determined by Paragraph 2B.

9. WAIVER OF APPEAL

The defendant waives any right he may have to appeal his conviction. If the sentence imposed does not exceed the maximum of the guideline range determined by Paragraph 2B, defendant also waives any right he may have to appeal his sentence. If the sentence imposed is within the guideline range determined by Paragraph 2B the government agrees not to appeal the sentence, but retains its right to appeal any sentence below that range.

10. CONSEQUENCES OF WITHDRAWAL OF GUILTY PLEA OR VACATION OF CONVICTION

If defendant is allowed to withdraw his guilty plea or if any conviction entered pursuant to this agreement is vacated, the Court shall, on the government's request, reinstate any charges that were dismissed as part of this agreement. Defendant waives

his right to challenge the reinstated charges on the ground that they were not filed in a timely manner, including any claim that they were filed after the limitations period expired.

11. PARTIES TO PLEA AGREEMENT

Unless otherwise indicated, this agreement does not bind any government agency except the United States Attorney's Office for the Eastern District of Michigan.

12. SCOPE OF PLEA AGREEMENT

This agreement, which includes all documents that it explicitly incorporates, is the complete agreement between the parties. This agreement supersedes all other promises, representations, understandings and agreements between the parties concerning the subject matter of this plea agreement that were made at any time before the guilty plea is entered in court. Thus, no oral or written promises made by the government to defendant or to the attorney for the defendant at any time before defendant pleads guilty are binding except to the extent they have been explicitly incorporated into this agreement.

Notwithstanding the previous paragraph, if defendant has entered into a proffer agreement in writing or a cooperation agreement in writing with the government, this plea agreement does not supersede or abrogate the terms of any such prior written


agreement.

This agreement also does not prevent any civil or administrative actions against defendant, or any forfeiture claim against any property, by the United States or any other party.

13. ACCEPTANCE OF AGREEMENT BY DEFENDANT

This plea offer expires unless it has been received, fully signed, in the Office of the United States Attorney by **5:00 P.M. on October 17, 2013**. The government reserves the right to modify or revoke this offer at any time before defendant pleads guilty.

BARBARA L. MCQUADE
United States Attorney



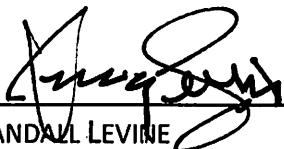
JONATHAN TUKEL
NATIONAL SECURITY UNIT
ASSISTANT UNITED STATES ATTORNEY



CATHLEEN M. CORKEN
ASSISTANT UNITED STATES ATTORNEY

DATE: OCTOBER 8, 2013

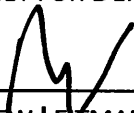
BY SIGNING BELOW, DEFENDANT ACKNOWLEDGES THAT HE HAS READ (OR BEEN READ) THIS ENTIRE DOCUMENT, UNDERSTANDS IT, AND AGREES TO ITS TERMS. HE ALSO ACKNOWLEDGES THAT HE IS SATISFIED WITH HIS ATTORNEY'S ADVICE AND REPRESENTATION. DEFENDANT AGREES THAT HE HAS HAD A FULL AND COMPLETE OPPORTUNITY TO CONFER WITH HIS LAWYER, AND HAS HAD ALL OF HIS QUESTIONS ANSWERED BY HIS LAWYER.



RANDALL LEVINE
ATTORNEY FOR DEFENDANT



LIAM MULHOLLAND
DEFENDANT



MATTHEW LETTMAN
ATTORNEY FOR DEFENDANT

DATE: