

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Case No. 10-20361-CR-MIDDLEBROOKS

UNITED STATES OF AMERICA

vs.

KRISTOPHER HENRIQSON,

Defendant.

PLEA AGREEMENT

The Office of the United States Attorney for the Southern District of Florida (hereinafter “the Office”) and Kristopher Henriqson (hereinafter referred to as the “defendant”) enter into the following agreement:

1. The defendant agrees to plead guilty to Counts 1 and 3 of the indictment. Count 1 charges the defendant with conspiracy to commit access device fraud, in violation of Title 18, United States Code, Section 1029(b)(2). Count 3 charges the defendant with aggravated identity theft, in violation of Title 18, United States Code, Section 1028A(a)(1) and 2.

2. The Office agrees to seek dismissal of Counts 2, 4, 5, and 6 of the indictment, as to this defendant, after sentencing.

3. The defendant is aware that the sentence will be imposed by the court after considering the Federal Sentencing Guidelines and Policy Statements (hereinafter “Sentencing Guidelines”). The defendant acknowledges and understands that the court will compute an advisory sentence under the Sentencing Guidelines and that the applicable guidelines will be determined by the court relying in part on the results of a Pre-Sentence Investigation by the court’s probation office, which

investigation will commence after the guilty plea has been entered. The defendant is also aware that, under certain circumstances, the court may depart from the advisory sentencing guideline range that it has computed, and may raise or lower that advisory sentence under the Sentencing Guidelines. The defendant is further aware and understands that the court is required to consider the advisory guideline range determined under the Sentencing Guidelines, but is not bound to impose that sentence; the court is permitted to tailor the ultimate sentence in light of other statutory concerns, and such sentence may be either more severe or less severe than the Sentencing Guidelines' advisory sentence. Knowing these facts, the defendant understands and acknowledges that the court has the authority to impose any sentence within and up to the statutory maximum authorized by law for the offenses identified in paragraph 1 and that the defendant may not withdraw the plea solely as a result of the sentence imposed.

4. The defendant also understands and acknowledges that the court may impose a statutory maximum term of imprisonment of up to 5 years, followed by a term of supervised release of up to 3 years on Count 1. The defendant also understands and acknowledges that the court must impose a term of imprisonment of 2 years, followed by a term of supervised release up to 1 year, on Count 3. The defendant also understands and acknowledges that any term of imprisonment imposed on Count 3 must run consecutive to any term of imprisonment imposed on Count 1. In addition to a term of imprisonment and supervised release, the court may impose a fine of up to \$250,000 on each count and may order restitution.

5. The defendant further understands and acknowledges that, in addition to any sentence imposed under paragraph 4 of this agreement, a special assessment in the amount of \$200 will be

imposed on the defendant. The defendant agrees that any special assessment imposed shall be paid at the time of sentencing.

6. The Office reserves the right to inform the court and the probation office of all facts pertinent to the sentencing process, including all relevant information concerning the offenses committed, whether charged or not, as well as concerning the defendant and the defendant's background. Subject only to the express terms of any agreed-upon sentencing recommendations contained in this agreement, the Office further reserves the right to make any recommendation as to the quality and quantity of punishment.

7. The Office agrees that it will recommend at sentencing that the court reduce by two levels the sentencing guideline level applicable to the defendant's offense, pursuant to Section 3E1.1(a) of the Sentencing Guidelines, based upon the defendant's recognition and affirmative and timely acceptance of personal responsibility. If at the time of sentencing the defendant's offense level is determined to be 16 or greater, the government will make a motion requesting an additional one level decrease pursuant to Section 3E1.1(b) of the Sentencing Guidelines, stating that the defendant has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities 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. The Office, however, will not be required to make this motion and this recommendation if the defendant: (1) fails or refuses to make a full, accurate and complete disclosure to the probation office of the circumstances surrounding the relevant offense conduct; (2) is found to have misrepresented facts to the government prior to entering into this plea agreement; or (3) commits any misconduct after entering into this plea agreement, including but not limited to

committing a state or federal offense, violating any term of release, or making false statements or misrepresentations to any governmental entity or official.

8. The defendant further agrees to forfeit to the United States voluntarily and immediately all of his right, title, and interest to any and all personal property that the defendant derived, used or intended to use to commit the offense set forth in Count 1, which is subject to forfeiture pursuant to Title 18, United States Code, Section 1029(c)(1)(C), and any and all property constituting, or derived from, any proceeds that the defendant obtained, directly or indirectly, as a result of the offense set forth in Count 1, which is subject to forfeiture pursuant to Title 18, United States Code, Section 982(a)(2)(B). Such property includes, but is not limited to:

- a. One Sony Vaio laptop computer, serial # S013105314A;
- b. One Sony LCD television, serial # S0180051101;
- c. One pair of Ecco shoes;
- d. One pair of Ecco sandals;
- e. One Apple MacBook Pro, serial # C02CG1BXDC79;
- f. One PC Tune-Up 2.0 software and DVD;
- g. One Linksys E1000 Wireless N Router, serial # CVN01K356297;
- h. One Autogage tachometer, serial # 4607413325;
- i. One Garmin Street Pilot 2720, serial # 10R-022837;
- j. One Hewlett-Packard personal computer tower, serial # 3CR95214HO;
- k. One green 2005 Chrysler Town & Country minivan, VIN #1C4GP45R95B352479.

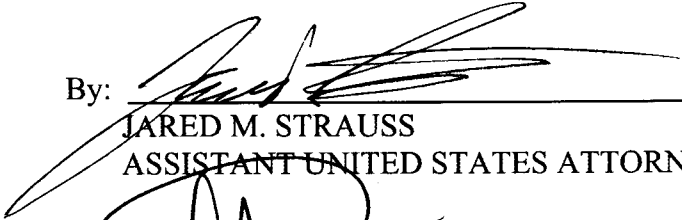
9. Defendant knowingly and voluntarily agrees to waive any claim or defense he may have under the Eighth Amendment to the United States Constitution, including any claim of excessive fine or penalty with respect to the forfeited assets. Defendant agrees to waive any applicable time limits for the initiation of administrative forfeiture and/or further notification of any judicial or administrative forfeiture proceedings brought against said assets. The defendant agrees to waive any appeal for the forfeiture.

10. The defendant is aware that the sentence has not yet been determined by the court. The defendant also is aware that any estimate of the probable sentencing range or sentence that the defendant may receive, whether that estimate comes from the defendant's attorney, the Office, or the probation office, is a prediction, not a promise, and is not binding on the Office, the probation office or the court. The defendant understands further that any recommendation that the government makes to the court as to sentencing, whether pursuant to this agreement or otherwise, is not binding on the court and the court may disregard the recommendation in its entirety. The defendant understands and acknowledges, as previously acknowledged in paragraph 3 above, that the defendant may not withdraw his plea based upon the court's decision not to accept a sentencing recommendation made by the defendant, the Office, or a recommendation made jointly by both the defendant and the Office.

11. This is the entire agreement and understanding between the Office and the defendant. There are no other agreements, promises, representations, or understandings unless contained in a letter from the United States Attorney's Office executed by all parties and counsel prior to the change of plea.

WIFREDO A. FERRER
UNITED STATES ATTORNEY

Date: 8/6/10

By: 
JARED M. STRAUSS
ASSISTANT UNITED STATES ATTORNEY

Date: 8/6/10

By:  for:
MICHAEL SPIVACK
ATTORNEY FOR DEFENDANT

Date: 8/6/10

By: 
KRISTOPHER HENRIQSON
DEFENDANT

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
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Defendant.

FACTUAL PROFFER

Had this matter proceeded to trial, the undersigned parties agree that the United States would have proven the following facts beyond a reasonable doubt:

On April 28, 2010, officers of the Aventura Police Department observed a green 2005 Chrysler Town & Country minivan parked in the parking lot of the Aventura Mall, in Miami-Dade County, within the Southern District of Florida. The minivan was later found to be registered to Grant Von Manstein Morse. Officers observed the defendant, Kristopher Henriqson seated in the minivan's driver seat. Officers then observed Morse walking toward the van carrying a duffel bag. When he reached the minivan, Morse removed a Louis Vuitton gym bag from the duffel bag and enter the minivan's front passenger seat. The officers observed Morse and the defendant sort through items in the gym bag. The defendant and Morse then separately left the minivan and entered the Aventura Mall.

The defendant proceeded to the Sony Styles store and purchased a Sony Vaio laptop computer for approximately \$2,674.99. The purchase was made using an American Express credit card #XXXX-XXXXXX-91009, which was issued in the name of "D.V." The defendant and Morse

met briefly in the mall's atrium before separating and walking out of the mall. Morse returned to the green minivan and entered the front passenger seat. The defendant, carrying the purchased Sony laptop, returned to the minivan moments later and entered the driver seat.

Officers conducted a traffic stop on the minivan. The officers found that Morse was sitting on four American Express credit cards, all issued in the name of "D.V." On the floor of the minivan, officers found the Louis Vuitton gym bag that Morse had previously carried and a wallet. The credit cards, Louis Vuitton gym bag, and wallet were later identified by "D.V.," who had reported the items stolen from his gym locker, in a gym located in the Aventura Mall, shortly before the defendant and Morse were first observed by the officers. The officers also found the following items in the minivan:

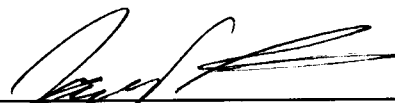
1. One Sony Vaio laptop computer, serial # S013105314A, matching the laptop purchased by the defendant;
2. One Sony LCD television, serial # S0180051101;
3. One pair of Ecco shoes;
4. One pair of Ecco sandals;
5. One Apple MacBook Pro, serial # C02CG1BXDC79;
6. One PC Tune-Up 2.0 software and DVD;
7. One Linksys E1000 Wireless N Router, serial # CVN01K356297;
8. One Autogage tachometer, serial # 4607413325;
9. One Garmin Street Pilot 2720, serial # 10R-022837;

10. One Hewlett-Packard personal computer tower, serial # 3CR95214HO.


“D.V.” is a real person. “D.V.” did not authorize the possession or use of his credit cards by any other person. “D.V.’s” wallet also contained his driver’s license, with a photograph of “D.V.”

WIFREDO A. FERRER
UNITED STATES ATTORNEY


Date: 8/6/10

By: 
JARED M. STRAUSS
ASSISTANT UNITED STATES ATTORNEY

Date: 8/6/10

By:  For:
MICHAEL SPIVACK
ATTORNEY FOR DEFENDANT

Date: 8/6/10

By: 
KRISTOPHER HENRIQSON
DEFENDANT