

11/29/07

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA : CASE NO. 3:08CR57
: :
v. : :
: :
LARRY L. RIFFLE : PLEA AGREEMENT

It is hereby agreed between **LARRY L. RIFFLE**, individually and through his attorney, Jose M. Lopez, and the United States Attorney's Office for the Southern District of Ohio ("USAO"), through the undersigned Assistant United States Attorney, as follows:

1. Defendant **LARRY L. RIFFLE** agrees to plead guilty to the one-count Information filed in this action, charging Defendant with violating 18 U.S.C. §§ 922(m) and 924(a)(3)(B) "Failing to Maintain and Make a Proper Entry on a Firearms Record by Federal Firearms Licensee," which carries a maximum penalty of up to 1 year imprisonment, \$100,000 fine, up to a one year term of supervised release, and a \$25 mandatory special assessment. Defendant admits that he is, in fact, guilty of the offense as charged in the one-count Information, and that the attached Statement of Facts, which is incorporated by this reference as though set forth in full, is true and correct. This Plea Agreement binds only the United States Attorney for the Southern District of Ohio, and does not bind any other federal, state, or local prosecuting authority.

2. Defendant understands that he has the right to have this case heard before a United States District Judge. Defendant knowingly waives and gives up that right and consents to all

proceedings in this action, including but not limited to plea, sentencing, and judgement, taking place before a United States Magistrate Judge.

3. Defendant understands that the U.S. Probation Office (“Probation Office”) will conduct a pre-sentence investigation and will recommend to the Court an advisory Sentencing Guidelines range, including, among other matters, a Base Offense Level, specific offense characteristics, adjustments and any departures.

The parties reserve the right to argue that specific offense characteristics, Base Offense Level, adjustments and departures are appropriate. Defendant understands that the Probation Office’s recommendations are not binding on the Court, and that any agreements or recommendations made by the parties are not binding on the Court or the Probation Office. Defendant further understands that the Sentencing Guidelines range is an advisory range to be considered by the Court along with other appropriate sentencing factors. Defendant understands that the Court alone will determine an appropriate sentence, which may or may not be consistent with any agreements or recommendations of the parties. Defendant understands that if the Court does not follow any agreements or recommendations made by the parties, he does not have the right to withdraw his plea of guilty. Defendant understands and acknowledges that he could receive up to the maximum penalties provided by law if the Court so determines.

4. If Defendant complies fully with all of his obligations under this agreement, the USAO agrees not to file additional criminal charges, including, but not limited to, charges based on 18 U.S.C. § 1001 and 18 U.S.C. §922(o), against Defendant for violations both occurring in the Southern District of Ohio during the time period charged in the Information and arising out of the facts set forth in the attached Statement of Facts.

5. At the time of sentencing, provided that Defendant demonstrates an acceptance of responsibility for the offenses up to and including the time of sentencing, the USAO agrees to recommend a two-level reduction in the applicable sentencing guideline offense level, pursuant to U.S.S.G. §3E1.1, and recommend, and if necessary move, for an additional one-level reduction if available under that section. The Defendant acknowledges and understands that the Court, with the assistance of the Probation Department, will independently determine his sentence and whether he has accepted responsibility and given timely notification. Furthermore, the Defendant acknowledges and understands that he will not be permitted to withdraw his guilty plea if the Court determines that these reductions are not appropriate.

6. Defendant acknowledges that he was served notice of the proposed civil judicial forfeiture, in United States v. 1205 Firearms, Case No. 3:05CV217TMR, pursuant to 18 U.S.C. §924, of the firearms, accessories, and ammunition in the attached "Exhibit A." As part of his complete and continuing cooperation, Defendant agrees to and hereby WITHDRAWS and WAIVES any and all claims he may have, or has filed, to the property listed on Exhibit A, and Defendant hereby consents to the civil judicial forfeiture, pursuant to 18 U.S.C. §924, of that property.

Notwithstanding the above, the United States agrees to dismiss the civil forfeiture action against those firearms belonging to Defendant and determined to be "antiques" pursuant to 18 U.S.C. §921(a)(16). Both parties agree that the determination of whether a firearm meets the definition of "antique" per 18 U.S.C. §921(a)(16) shall be made by a Bureau of Alcohol, Tobacco, and Firearms ("ATF") firearm examiner of the ATF's choosing. Should a particular firearm meet the statutory definition of "antique" as determined by the ATF firearm examiner,

the United States agrees to dismiss the civil forfeiture against that firearm. Both parties agree that the ATF firearm examiner's finding shall conclusively determine whether a particular firearm is an "antique," and both parties agree to be bound by that finding. Neither party shall appeal and/or contest the ATF firearm examiner's finding through suit, administrative process, appeal, laches, replevin, or by any other means.

The dismissal of the United States' civil forfeiture action against the "antique" firearms, if any, shall be with prejudice, and with each side to bear their own costs, including any and all attorney fees, court costs or other expenses which might have been incurred in the civil litigation. Further, the Defendant hereby releases any and all claims which he may have against the United States, its agencies, and their employees, arising out of the facts giving rise to the civil forfeiture action. Upon the dismissal of the forfeiture action against the "antique" firearms, the "antique" firearms shall be returned to Defendant, through his attorney Jose Lopez.

The Defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, including assisting in resolving the rightful owner of property in the event any claims against the property are filed, and testifying truthfully in any judicial forfeiture proceeding.

The Defendant agrees that the forfeiture of the above property shall not be applied to, or treated as the satisfaction of any fine, restitution, cost of imprisonment, special assessment, or any other penalty the Court may impose on the Defendant.

7. Defendant further agrees that he is not a prevailing party as defined by the Hyde Amendment, Public Law 105-119, Title VI, Nov. 26, 1997 (set forth as a statutory note under 18 U.S.C. § 3006A) and hereby expressly waives filing any suit or asserting any claim against the

United States, including its agents and employees, under said provision.

8. Prior to or at the time of sentencing, the Defendant will pay to the United States Clerk of Courts, a special assessment in the amount of \$25.00, as required by Title 18, United States Code, Section 3013.

9. Defendant acknowledges that he has discussed the terms of this agreement with his attorney, and that he understands them. Defendant further acknowledges that no threats have been made against him and that he is pleading guilty knowingly, freely and voluntarily because he is guilty. Defendant further acknowledges that he understands the nature of the offenses to which he is pleading guilty and the penalties provided by law and is completely satisfied with the representation and advice received from his counsel.

10. This is the entire plea agreement. There are no other provisions or understandings.

DATE 3/31/08

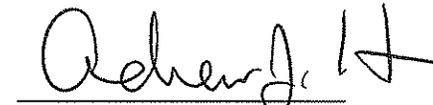

LARRY L. RIFFLE
Defendant

DATE 3/31/08


JOSE M. LOPEZ, Esq.
Attorney for Defendant

GREGORY G. LOCKHART
United States Attorney

DATE 4/19/08


ANDREW J. HUNT
Assistant United States Attorney

Statement of Facts

On November 30, 2004, at 3749 Woodington-Hillgrove Rd., Greenville, Ohio, and within the territorial boundary of the Southern District of Ohio, Bureau of Alcohol, Tobacco, and Firearms ("ATF") agents executed a search warrant at Defendant Larry L. Riffle's business, known as "Rif's Guns." Defendant, as of the time the search warrant was executed, possessed a Federal Firearm License ("FFL") to sell firearms, and was required by law to maintain accurate records of firearm acquisitions and dispositions both into and out of his inventory. These entries were to be made in a "Firearm Acquisition and Disposition Record", commonly known as the "A&D Book," pursuant to 18 U.S.C. §923(g)(1)(A). Entries of acquisitions and dispositions of firearms are required to be recorded in the "A&D Book" by the close of the next business day, per 27 CFR §125(e). Defendant knowingly failed to make appropriate entries into his records, entered false information in his records, and failed to properly maintain the records of acquisitions and dispositions as required by 18 U.S.C. §923(g)(1)(A) and subsequently promulgated regulations.

In particular, upon searching the business, agents found approximately 1205 firearms (listed in "Exhibit A" and attached to the plea agreement) in Defendant's inventory which could not be properly reconciled to entries in the "A&D Book" as required by law. Specifically, a portion of the 1205 firearms lacked notation in the "A&D Book" despite being present in the inventory, such as an Uberti Aldo Revolver, Model 1873 SA Revolver, .357 caliber, serial number SA32885. Another portion of firearms were still in the inventory despite notations in the "A&D Book" that they had been sold months before, such as an EAA Bounty Hunter, .22 caliber, serial number E32177. The remaining portion of the 1205 firearms were improperly

entered in the "A&D Book"; such as a Remington Arms Backup pistol, .45 caliber, serial number DA4103. Defendant made incomplete entry regarding the person/business who provided the firearm in Defendant's inventory, failing to record a complete mailing address and other required identifying information that would enable ATF to fully trace the firearm if necessary. Proper and timely record keeping are required of FFL holders pursuant to the regulations in 27 CFR §§478.124 and 478.125.

Read and accepted:


Larry L. Riffle