

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
MIDDLE DIVISION

UNITED STATES OF AMERICA)
)
 v.) Case No.
) 4:22-cr-00310-CLM-GMB
JOE CEPHUS CAMPBELL, III)

BINDING PLEA AGREEMENT

The Government and the defendant, Joe Cephus Campbell, III, hereby acknowledge the following plea agreement in this case:

PLEA

The defendant agrees to (i) plead guilty to Count One of the Indictment filed in the above-numbered-and-captioned matter; and (ii) waive certain rights to direct appeal and collateral attack as outlined in Section IV of this agreement. In exchange, the United States Attorney, acting on behalf of the Government and through the undersigned Assistant United States Attorney, agrees to recommend the disposition specified below, subject to the conditions in Section VII.

TERMS OF THE AGREEMENT

I. MAXIMUM PUNISHMENT

The defendant understands that the maximum statutory punishment that may be imposed for Felon in Possession of a Firearm, in violation of Title 18, United States Code, Section 922(g)(1), as charged in Count One, is:

- A. Imprisonment for not more than 10 years;
- B. A fine of not more than \$250,000, or,
- C. Both A and B;
- D. Supervised release of not more than three years; and
- E. A special assessment of \$100.

II. FACTUAL BASIS FOR PLEA

The Government is prepared to prove, at a minimum, the following facts at the trial of this case:

On August 4, 2022, investigators from the Marshall County Sheriff's Office obtained a warrant from a Marshall County district judge to search Joe's Pawn Shop at 11411 US-431, Albertville, Alabama 35950, for evidence, fruits, and instrumentalities of the crime of receiving stolen property as well as associated contraband. The warrant was executed that same day.

Joe's Pawn Shop is a two-story structure. The first floor contains the shop's public storefront and pawn operation as well as several storage rooms. The second floor contains additional storage rooms and the operations of a separate business. On the second floor, a business operates that sells magazines for firearms over the internet. These magazines are often modified by employees using a 3D printer to meet certain specifications. As part of that process, employees check the magazines by inserting them into firearms to ensure that they fit.

During the execution of the search warrant, approximately 260 firearms were discovered inside the business. Most of the firearms were in the room where the magazine business was operated. Investigators first encountered CAMPBELL during the search inside this room. No one else was in the room. During a *Mirandized* interview, CAMPBELL said he works at Joe's Pawn Shop in a "shipping" role. CAMPBELL said he works in the shipping area of Joe's Pawn Shop for approximately three hours every day.

The room where CAMPBELL was encountered contained 3D printers as well as several boxes full of magazines. The room also contained packages with shipping labels. These labels had a number on them that corresponded to a box of magazines on the shelves. The numbers also corresponded to a drawer that contained a firearm associated with the respective magazine.

Based on interviews with employees and a review of Joe's Pawn Shop's website, investigators learned that the business was selling magazines over the internet. CAMPBELL said the pawnshop purchases the magazines from the companies Iron Valley, CDNN, Center Fire Systems, and Triple K. CAMPBELL said his shop often then alters the magazine capacity for ammunition by limiting the number of rounds each magazine can hold so that the magazine can be sold to customers in states where magazine capacity is limited. CAMPBELL acknowledged there were firearms at his pawn shop, and claimed the guns were present to ensure a magazine would fit into a firearm after they it been altered by the pawn shop.

One of the firearms found in the shipping room, specifically in a box located on an Axiom 3D printer was an FEG, Model SMC-380, .380 caliber pistol bearing serial number 9314313. In a desk drawer in the same room was a loaded ATI 1911 .45 caliber pistol, bearing serial number ML118126.

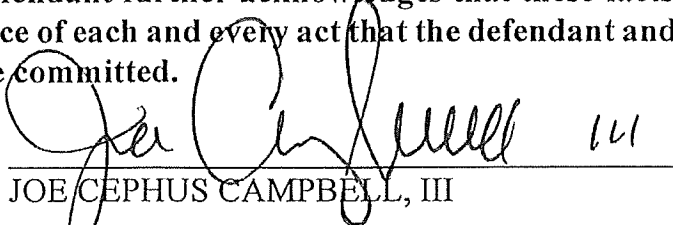
On a counter in the shipping room, investigators also found a Beretta 9000S .40 caliber pistol (serial number SN004932). On the floor near the computers, investigators found a Walther .22 caliber pistol (serial number 43898). In a toolbox in the room, investigators found 14 firearms, including an Intratec Tec-9 9mm pistol (serial number 116121). On one of the shelves in the room investigators found approximately 75 rounds of handgun ammunition.

In a back storage room on the second floor, investigators found several more firearms, including a Keltec KSG 12-gauge shotgun (serial number X2564). This firearm does not receive a box magazine. Instead, the weapon is loaded through two tubular magazines.

None of these firearms were manufactured in Alabama. Thus, if the firearms were possessed in Alabama, they necessarily affected interstate commerce.

CAMPBELL is prohibited from possessing firearms because he is a convicted felon. On October 18, 2007, CAMPBELL was convicted of conspiracy to deal in firearms without a federal firearms license in the United States District Court for the Northern District of Alabama. *See United States of America v. Joe Cephus Campbell, III*, Case No. 4:06-cr-00411-SLB-HGD (November 5, 2007, ECF. 29). CAMPBELL was sentenced to 24 months of imprisonment for this offense. *Id.*

The defendant hereby stipulates that the facts stated above are substantially correct and that the Court can use these facts in calculating the defendant's sentence. The defendant further acknowledges that these facts do not constitute all of the evidence of each and every act that the defendant and/or any co-conspirators may have committed.



JOE CEPHUS CAMPBELL, III

III. STIPULATED SENTENCE

Pursuant to Rule 11(c)(1)(C), Fed.R.Crim.P., the Parties stipulate that the following terms are the appropriate disposition in this case:

- A. That the defendant be remanded to the custody of the Bureau of Prisons and incarcerated for a term between 12 and 30 months;
- B. That following the said term of imprisonment, the defendant be placed on supervised release for a period to be determined by the Court, subject to the Court's standard conditions of supervised release and any special conditions deemed appropriate by the Probation Office or the Court.
- C. That the defendant be required to pay a fine of no less than \$25,000 in accordance with the sentencing guidelines should the Court determine that the defendant has the ability to pay a fine, said amount due and owing as of the date sentence is pronounced, with any outstanding balance to be paid in full by the expiration of the term of supervised release;
- D. That the defendant pay a special assessment of \$100, said amount due

and owing as of the date sentence is pronounced.

- E. This agreement does not affect the Court's discretion to set any lawful conditions of supervised release not otherwise stipulated to in this agreement. In the event the Court rejects this plea agreement, either party may elect to declare the agreement null and void. Should the defendant so elect, the defendant will be afforded the opportunity to withdraw his guilty plea, pursuant to the provisions of Fed. R. Crim. P 11(d)(2)(A).

IV. WAIVERS

A. STATUTE OF LIMITATIONS WAIVER

In consideration of the recommended disposition of this case, I, **JOE CEPHUS CAMPBELL, III**, hereby understand, acknowledge, and agree that if this plea agreement is set aside for any reason, I will not assert any defense based on any applicable statute of limitations or the Speedy Trial Act, 18 U.S.C. § 3161, *et seq.*, that includes the passage of time from and including the date of this plea agreement until and including the date of entry of any order setting this plea agreement aside.

B. RIGHT TO APPEAL AND POST-CONVICTION RELIEF

In consideration of the recommended disposition of this case, I, **JOE CEPHUS CAMPBELL, III**, hereby waive and give up my right to appeal my conviction and/or sentence in this case, as well as any fines, restitution, and forfeiture orders, the Court might impose. Further, I waive and give up the right to challenge my conviction and/or sentence, any fines, restitution,

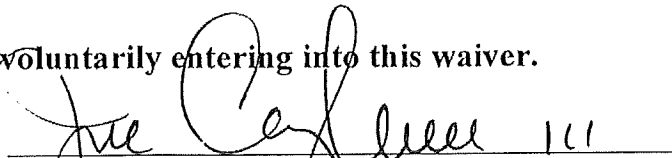
forfeiture orders imposed or the manner in which my conviction and/or sentence, any fines, restitution, and forfeiture orders were determined in any post-conviction proceeding, including, but not limited to, a motion brought under 28 U.S.C. § 2255, and any argument that (1) the statute(s) to which I am pleading guilty is or are unconstitutional or (2) the admitted conduct does not fall within the scope of the statute(s).

The defendant reserves the right to contest in an appeal or post-conviction proceeding(s) the following:

1. Any sentence imposed in excess of the applicable statutory maximum sentence(s);
2. Any sentence imposed in excess of the Guidelines range determined by the Court at the time sentence is imposed; and
3. Ineffective assistance of counsel.

The defendant acknowledges that before giving up these rights, the defendant discussed the United States Sentencing Guidelines and their application to the defendant's case with the defendant's attorney, who explained them to the defendant's satisfaction. The defendant further acknowledges and understands that the Government retains its right to appeal where authorized by statute.

I, **JOE CEPHUS CAMPBELL, III**, hereby place my signature on the line directly below to signify that I fully understand the foregoing paragraphs, and that I am knowingly and voluntarily entering into this waiver.



JOE CEPHUS CAMPBELL, III

V. UNITED STATES SENTENCING GUIDELINES

The defendant's counsel has explained to the defendant, that in light of the United States Supreme Court's decision in *United States v. Booker*, the federal sentencing guidelines are **advisory** in nature. Sentencing is in the Court's discretion and is not required to be within the guideline range. The defendant agrees that, pursuant to this agreement, the Court may use facts it finds by a preponderance of the evidence to reach an advisory guideline range, and the defendant explicitly waives any right to have those facts found by a jury beyond a reasonable doubt.

VI. AGREEMENT BINDING ON COURT

Pursuant to Rule 11(c)(1)(C), *Fed.R.Crim.P.*, the stipulated sentence set forth in Section III **BINDS THE COURT ONCE THE COURT ACCEPTS THE PLEA AGREEMENT**. The defendant may withdraw the plea of guilty, pursuant to Rule 11(d)(2), *Fed. R. Crim. P.*, if the Court rejects the plea agreement under Rule 11(c)(5).

However, as to any other terms and/or conditions of the sentence (apart from the term of imprisonment and minimum fine), the Parties fully and completely understand and agree that it is the Court's duty to impose sentence upon the defendant and that any sentence recommendation(s) by the Parties are **NOT BINDING ON THE COURT**. Further, the defendant understands that if the Court does not accept the Parties' recommendations as to any terms and/or conditions other than the term of imprisonment, the defendant does not have the right to withdraw the guilty plea.

VII. VOIDING OF AGREEMENT

The defendant understands that if the defendant (a) violates any federal, state, or local law or any condition of pretrial release after entering into this plea agreement, (b) moves the Court to accept a plea of guilty in accordance with, or pursuant to, the provisions of *North Carolina v. Alford*, 400 U.S. 25 (1970), (c) tenders a plea of *nolo contendere* to the charges, (d) violates any other term of this plea agreement, and/or (e) does or says anything that is inconsistent with the acceptance of responsibility, the plea agreement will become NULL and VOID at the election of the United States, and the United States will not be bound by any of the terms, conditions, or recommendations, express or implied, which are contained herein. Further, such election will not entitle the defendant to withdraw a previously entered plea.

VIII. OTHER DISTRICTS AND JURISDICTIONS

The defendant understands and agrees that this agreement **DOES NOT BIND** any other United States Attorney in any other district, or any other state or local authority.

IX. COLLECTION OF FINANCIAL OBLIGATION

In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the defendant agrees to:

- fully disclose 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;
- promptly submit a completed financial statement to the United States Attorney's Office, in a form that it provides and as it directs;
- identify all assets over which the defendant exercises or exercised control, directly or indirectly, within the past five years, or in which the defendant has or had during that time any financial interest;
- take all steps as requested by the Government to obtain from any other parties by any lawful means any records of assets owned at any time by the defendant;
- undergo any polygraph examination the Government may choose to administer concerning such assets and to provide and/or consent to the release of the defendant's tax returns for the previous five years.

The defendant further agrees that the above information, as well as any of the defendant's financial statements and disclosures, will be complete, accurate, and truthful. Finally, the defendant expressly authorizes the United States Attorney's Office to obtain a credit report on the defendant in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

X. AGREEMENT REGARDING RELEVANT CONDUCT AND RESTITUTION

As part of the defendant's plea agreement, the defendant admits to the above facts associated with the charges and relevant conduct for any other acts. The defendant understands and agrees that the relevant conduct contained in the factual basis will be used by the Court to determine the defendant's range of punishment under the advisory sentencing guidelines. The defendant admits that all of the crimes listed in the factual basis are part of the same acts, scheme, and course of conduct. This agreement is not meant, however, to prohibit the United States Probation Office or the Court from considering any other acts and factors, which may constitute or relate to relevant conduct. Additionally, if this agreement contains any provisions providing for the dismissal of any counts, the defendant agrees to pay any appropriate restitution to each of the separate and proximate victims related to those counts should there be any and waives objection to the inclusion of that restitution in any order issued by the Court.

XI. TAX, FORFEITURE AND OTHER CIVIL/ADMINISTRATIVE PROCEEDINGS

Unless otherwise specified herein, the defendant understands and acknowledges that this agreement does not apply to or in any way limit any pending or prospective proceedings related to the defendant's **tax liabilities**, if any, or to any pending or prospective **forfeiture** or other **civil** or **administrative** proceedings.

XII. DEFENDANT'S ACKNOWLEDGEMENT

I have read and understand the provisions of this plea agreement consisting of 13 pages. I have discussed the case and my constitutional and other rights with my lawyer. I am satisfied with my lawyer's representation in this case. I understand that by pleading guilty, I will be waiving and giving up my right to continue to plead not guilty, to a trial by jury, to the assistance of counsel at that trial, to confront, cross-examine, or compel the attendance of witnesses, to present evidence on my behalf, to maintain my privilege against self-incrimination, and to the presumption of innocence. I agree to enter my plea as indicated above on the terms and conditions set forth herein.

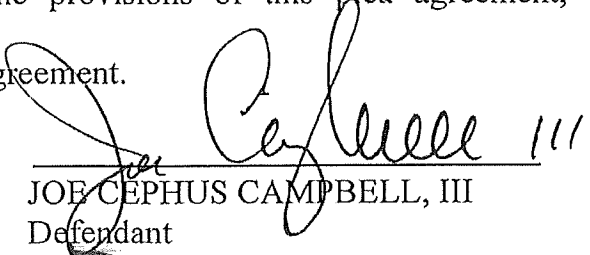
NO PROMISES OR REPRESENTATIONS OTHER THAN THOSE IN THE AGREEMENT HAVE BEEN MADE TO ME BY THE PROSECUTOR, OR BY ANYONE ELSE, NOR HAVE ANY THREATS BEEN MADE OR FORCE USED TO INDUCE ME TO PLEAD GUILTY.

I further state that I have not had any drugs, medication, or alcohol within the past 48 hours except as stated here:

I understand that this plea agreement will take effect and will be binding as to the Parties **only** after all necessary signatures have been affixed hereto.

I have personally and voluntarily placed my initials on every page of this plea agreement and have signed the signature line below to indicate that I have read, understand, and approve all of the provisions of this plea agreement, both individually and as a total binding agreement.

06-28-23
DATE



JOE CEPHUS CAMPBELL, III
Defendant

XIII. COUNSEL'S ACKNOWLEDGMENT

I have discussed this case with my client in detail and have advised my client of all of my client's rights and all possible defenses. My client has conveyed to me that my client understands this plea agreement and consents to all its terms. I believe the plea and disposition set forth herein are appropriate under the facts of this case and are in accord with my best judgment. I concur in the entry of the plea agreement on the terms and conditions set forth herein.

26 June 2023
DATE



RICHARD S. JAFFE



MICHAEL P. HANLE

Defendant's Counsel


XIV. GOVERNMENT'S ACKNOWLEDGMENT

I have reviewed this matter and this plea agreement and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

PRIM F. ESCALONA
United States Attorney

8-2-23

DATE



JOHN M. HUNDSCHIED
Assistant United States Attorney