
**In The
Supreme Court of the United States**

—◆—
RODNEY CLASS,

Petitioner,

v.

UNITED STATES OF AMERICA,

Respondent.

—◆—
**On Writ Of Certiorari To The
United States Court Of Appeals
For The District Of Columbia Circuit**

—◆—
JOINT APPENDIX

—◆—
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**Petition For Certiorari Filed September 30, 2016
Certiorari Granted February 21, 2017**

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NOTICE

The following documents have been omitted in the printing of this Appendix. They may be found in the Petitioner’s Appendix to the No. 16-424 Petition for Writ of Certiorari at the following pages:

Appendix A

Judgment, *United States v. Class*, No. 15-3015 (D.C. Cir. July 5, 2016)1a

Appendix B

Order Denying Petitioner’s Motion To Dismiss The Indictment, *United States v. Class*, CR No. 13-253-RWR-1 (D.D.C. Oct. 27, 2014)6a

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Appendix D

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**U.S. District Court
District of Columbia (Washington, DC)
CRIMINAL DOCKET FOR
CASE #: 1:13-cr-00253-RWR All Defendants**

Case title: USA v. CLASS Date Filed: 09/03/2013

Assigned to: Judge Richard W. Roberts

Appeals court case number: 15-3015

Date Filed	#	Docket Text
09/03/2013	1	INDICTMENT as to RODNEY CLASS (1) count(s) 1, 2. (hsj,) (Entered: 09/05/2013)
02/18/2014	20	MOTION and Requirement to Quash Plaintiff's Latest Response and a Requirement to Dismiss All Charges for Lack of Direct Rebuttal of Court Ordered Subject Matter, Lack of Standing, Frivolous Filings, and Failure to Produce Corpus Delicti by RODNEY CLASS. (hsj,) (Entered: 02/24/2014)
02/21/2014	22	MOTION for Requirement for an Article III Hearing for an Formal Complainant of Ultra Vires Miss Behavior by RODNEY CLASS, (Attachments: # 1 Formal Complaint Notice of Felony) (hsj,) Modified on 3/27/2014 (hsj,). (Entered: 02/24/2014)
03/26/2014	27	MOTION <i>for Federal Rules Violations and Willful Fraud Upon The</i>

Court As Grounds For Motion Of Dismissal, And A Request For Summary Judgment by RODNEY CLASS. "Leave to File Granted," Signed by Judge Gladys Kessler on 3/26/2014. (dr) (Entered: 03/27/2014)

03/26/2014 30 MOTION *for a Show Cause Hearing on Formal Complaint* by RODNEY CLASS. "Leave to File Granted," Signed by Judge Gladys Kessler on 3/26/2014. (dr) (Entered: 03/27/2014)

03/26/2014 35 MOTION to remove united states code 28 section 2672 administrative adjustment of claims by RODNEY CLASS. "Leave to file granted" by Judge Gladys Kessler on 3/26/14. (erd) (Entered: 03/27/2014)

03/26/2014 36 MOTION Objection to government's omnibus response: Re: What the living flesh and blood man with a sould, a being/natural person, was subjected to after being unlawfully arrested by RODNEY CLASS. "Leave to file granted" by Judge Gladys Kessler on 3/26/14. (erd) (Entered: 03/27/2014)

04/07/2014 52 ORDER as to RODNEY CLASS, defendant, having knowingly and intelligently waived his right to

counsel, shall be permitted to represent himself, and the Federal Defender, A.J. Kramer, is appointed as stand-by advisory counsel to the Defendant; no later than 4/15/2014, Defendant shall file any Opposition to the Government's Motion to Admit Other Crimes Evidence Pursuant to Rule 404(b) of the Federal Rules of Evidence, and Government shall file its Reply no later than 4/22/2014. Jury Trial set for 7/7/2014 at 09:30 AM in Courtroom 26A before Judge Gladys Kessler. SEE ORDER FOR ADDITIONAL DETAILS. Signed by Judge Gladys Kessler on 4/7/2014. (tth) (Entered: 04/07/2014)

04/16/2014 76 MEMORANDUM OPINION AND ORDER deferring ruling on 20 Motion to Quash as to RODNEY CLASS (1); denying 22 Motion for Requirement for an Article III Hearing for an Formal Complaiant of Ultra Vires Miss Behavior as to RODNEY CLASS (1); deferring ruling on 23 Motion to Take Judicial Notice Nunc Pro Tunc Requirement for an Article III Hearing for a Formal Complaint of Ultra Vires Misbehavior with Counterclaim; denying 25 Motion as to RODNEY CLASS (1); denying 26 Motion as to RODNEY CLASS (1); denying 27 Motion as to RODNEY CLASS (1);

denying 28 Motion as to RODNEY CLASS (1); denying 29 Motion as to RODNEY CLASS (1); denying 30 Motion as to RODNEY CLASS (1); denying 31 Motion as to RODNEY CLASS (1); denying 32 Motion as to RODNEY CLASS (1); denying 33 Motion as to RODNEY CLASS (1); denying 34 Motion as to RODNEY CLASS (1); deferring ruling on 35 Motion as to RODNEY CLASS (1); deferring ruling on 36 Motion as to RODNEY CLASS (1); denying 37 Motion for Discovery as to RODNEY CLASS (1); denying 38 Motion as to RODNEY CLASS (1); denying 39 Motion as to RODNEY CLASS (1); denying 40 Motion as to RODNEY CLASS (1); denying 41 Motion as to RODNEY CLASS (1); denying 42 Motion as to RODNEY CLASS (1); denying 43 Motion as to RODNEY CLASS (1); denying 44 Motion as to RODNEY CLASS (1); denying 45 Motion as to RODNEY CLASS (1); denying 46 Motion as to RODNEY CLASS (1); denying 47 Motion as to RODNEY CLASS (1); denying 48 Motion as to RODNEY CLASS (1); denying 49 Motion as to RODNEY CLASS (1); granting 10 Motion as to RODNEY CLASS (1); denying 11 Motion as to RODNEY CLASS (1); denying 7 Motion; granting in part and denying in part 12 Motion

as to RODNEY CLASS (1); granting 13 Motion as to RODNEY CLASS (1); denying 14 Motion as to RODNEY CLASS (1); denying 16 Motion as to RODNEY CLASS (1); Government's response to Defendant's Motion numbers 8, 11, 22, and 23 due no later than 5/1/2014; Defendant's reply to the Government's response due no later than 5/15/2014. Signed by Judge Gladys Kessler on 4/16/2014. (tth) (Entered: 04/16/2014)

05/01/2014 87 Memorandum in Opposition by USA as to RODNEY CLASS re 36 MOTION Objection to government's omnibus response: Re: What the living flesh and blood man with a sould, a being/natural person, was subjected to after being unlawfully arrested, 44 MOTION to Take Judicial Notice Federal Rules Violations and Willful Fraud Upon the Court as Grounds for Motion of Dismissal and a Request for Summary Judgment, 23 MOTION, 35 MOTION to remove united states code 28 section 2672 administrative adjustment of claims, 20 MOTION to Quash (Attachments: # 1 Exhibit Ex. A, # 2 Exhibit Ex. B, # 3 Exhibit Ex. C)(Lallas, Peter) (Entered: 05/01/2014)

- 05/16/2014 93 NOTICE OF ATTORNEY APPEARANCE: A.J. Kramer appearing for RODNEY CLASS *Solely as Stand-By Counsel* (Kramer, A.J.) (Entered: 05/16/2014)
- 06/20/2014 117 ORDER scheduling trial for September 9, 2014 at 9:30 a.m. and vacating May 16, 2014 pre-trial order. Signed by Chief Judge Richard W. Roberts on 6/20/2014. (lcrwr3) (Entered: 06/20/2014)
- 08/04/2014 125 TRANSCRIPT OF PROCEEDINGS in case as to RODNEY CLASS before Judge Gladys Kessler held on 4-7-14; Page Numbers: 1-40. Date of Issuance:8-4-14. Court Reporter/Transcriber Lisa M. Foradori, Telephone number 202-354-3269, Court Reporter Email Address : L4dori@hotmail.com.

For the first 90 days after this filing date, the transcript may be viewed at the courthouse at a public terminal or purchased from the court reporter referenced above. After 90 days, the transcript may be accessed via PACER. Other transcript formats, (multi-page, condensed, CD or ASCII) may be purchased from the court reporter.

NOTICE RE REDACTION OF TRANSCRIPTS: The parties have twenty-one days to file with the court and the court reporter any request to redact personal identifiers from this transcript. If no such requests are filed, the transcript will be made available to the public via PACER without redaction after 90 days. The policy, which includes the five personal identifiers specifically covered, is located on our website at ww.dcd.uscourts.gov.

Redaction Request due 8/25/2014.
Redacted Transcript Deadline set for 9/4/2014. Release of Transcript Restriction set for 11/2/2014.(Foradori, Lisa) Modified on 8/5/2014 (mlp) (Entered: 08/04/2014)

- 08/20/2014 134 MOTION to Dismiss Count II by USA as to RODNEY CLASS. (Attachments: # 1 Text of Proposed Order)(Pearlman, Jeffrey) (Entered: 08/20/2014)
- 09/05/2014 137 ORDER granting Unopposed Motion 136 to Continue Trial. Signed by Chief Judge Richard W. Roberts on 9/5/2014. (lcrwr3) (Entered: 09/05/2014)

- 09/09/2014 Minute Entry; for proceedings held before Chief Judge Richard W. Roberts: Status Conference as to RODNEY CLASS held on 9/9/2014. Oral Ruling granting 134 Motion to Dismiss count 2 without prejudice. Status Conference set for 9/26/2014 at 12:00 PM in Courtroom 9 before Chief Judge Richard W. Roberts. Bond Status of Defendant: Personal Recognizance; Court Reporter: William Zaremba; Standby Defense Attorney: A.J. Kramer; US Attorney: Jeffrey Pearlman; (hs) (Entered: 09/09/2014)
- 09/09/2014 DISMISSAL OF COUNT 2 without prejudice, by Chief Judge Richard W. Roberts, on Oral Motion of the U.S.A. as to RODNEY CLASS. (mlp) (Entered: 09/09/2014)
- 09/23/2014 141 MOTION to Dismiss Count 2 by RODNEY CLASS. "Let This Be Filed" by Chief Judge Richard W. Roberts on 9/22/2014. (hsj,) (Entered: 09/24/2014)
- 10/08/2014 146 MOTION *for Jury Instruction on Intent* by USA as to RODNEY CLASS. (Pearlman, Jeffrey) Modified on 10/9/2014 (znmw,). (Entered: 10/08/2014)
- 10/21/2014 156 MOTION *FOR JURY INSTRUCTION ON CAPITOL GROUNDS* by USA as to RODNEY CLASS.

(Attachments: # 1 Capitol Grounds Map, # 2 Text of Proposed Order) (Pearlman, Jeffrey) (Entered: 10/21/2014)

- 10/23/2014 157 SUPERSEDING INDICTMENT as to RODNEY CLASS (1) count 1s. (mlp) (Entered: 10/24/2014)
- 11/02/2014 168 PROFFER OF EVIDENCE by USA as to RODNEY CLASS (hs) (Entered: 11/24/2014)
- 11/04/2014 Minute Entry; for proceedings held before Chief Judge Richard W. Roberts: Arraignment as to RODNEY CLASS held on 11/4/2014. Not Guilty Plea entered as to Count 1s. Speedy Trial Time Excluded 11/4/14-11/6/14(XT). Status Conference set for 11/6/2014 at 10:30 AM in Courtroom 9 before Chief Judge Richard W. Roberts. Bond Status of Defendant: Committed/Commitment issued; Court Reporter: William Zaremba; Defense Attorney: PRO SE/A.J. Kramer Standby Counsel; US Attorney: Jeffrey Pearlman; (hs) (Entered: 11/04/2014)
- 11/06/2014 Minute Entry; for proceedings held before Chief Judge Richard W. Roberts: Status Conference as to RODNEY CLASS held on 11/6/2014. Joint Oral request for a continuance to discuss a plea agreement;

granted. Speedy Trial Time Excluded 11/6/2014-11/10/2014 (XT). Status Conference set for 11/10/2014 at 11:30 AM in Courtroom 9 before Chief Judge Richard W. Roberts. Bond Status of Defendant: Committed/Commitment issued; Court Reporter: William Zaremba; Defense Attorney: PRO SE/A.J. Kramer Standby Counsel; US Attorney: Jeffrey Pearlman; Pretrial Officer: Vaughn Wilson; (hs) (Entered: 11/06/2014)

11/21/2014

CORRECTED***Minute Entry for proceedings held before Chief Judge Richard W. Roberts: Plea Agreement Hearing as to RODNEY CLASS held on 11/21/2014, Guilty Plea entered as to Count 1s., REFERRAL TO PROBATION OFFICE for Presentence investigation. Sentencing Memoranda/Motions due by 1/30/2015. Release Order issued. Sentencing set for 2/9/2015 at 10:00 AM in Courtroom 9 before Chief Judge Richard W. Roberts. Bond Status of Defendant: Personal Recognizance with Electronic Monitoring; Court Reporter: William Zaremba Defense Attorney: PRO Se/A.J. Kramer standby counsel; US Attorney: Jeffrey Pearlman; Pretrial Officer: Vaughn Wilson; (hs) (Entered: 11/24/2014)

- 11/21/2014 167 WAIVER of Right to Trial by Jury as to RODNEY CLASS, Approved by Chief Judge Richard W. Roberts on 11/21/2014. (hs) (Entered: 11/24/2014)
- 11/21/2014 169 PLEA AGREEMENT as to RODNEY CLASS (hs) (Entered: 11/24/2014)
- 01/28/2015 175 ORDER; Denying 176 Defendant's Motion for Discharge & Termination, Signed by Chief Judge Richard W. Roberts on 1/26/15. (lcrwr3) A copy of this order was mailed to defendant's address on record. Modified on 1/29/2015 (hs) (Entered: 01/28/2015)
- 02/09/2015 Minute Entry; for proceedings held before Chief Judge Richard W. Roberts: Sentencing held on 2/9/2015 as to RODNEY CLASS. Count 1s: Defendant sentenced to Time Served of (24) Days incarceration, followed by a Supervised Release Period of Twelve (12) Months, a Special Assessment of \$100.00 and a fine of \$250.00 imposed. Bond Status of Defendant: Supervised Release; Court Reporter: William Zaremba Defense Attorney: PRO SE, A J Kramer-standby counsel; US Attorney: Jeffrey Pearlman; Prob Officer: Kathie McGill; (hs) Modified on 2/10/2015 (hs). (Entered: 02/09/2015)

- 02/13/2015 188 NOTICE OF APPEAL by RODNEY CLASS re Sentence imposed on 2/9/15 and docketed 2/9/15. "Let this be filed as a Notice of Appeal," signed by Chief Judge Richard W. Roberts on 2/11/15. Fee Status: No Fee Paid. (Pro Se Defendant with Stand-By Counsel, Federal Public Defender A.J. Kramer.) Parties have been notified. (mlp) (Entered: 02/13/2015)
- 03/04/2015 190 JUDGMENT as to RODNEY CLASS. Statement of Reasons Not Included. Signed by Chief Judge Richard W. Roberts on 3/3/15. (mlp) (Entered: 03/09/2015)
- 11/03/2015 193 TRANSCRIPT OF MOTION HEARING PROCEEDINGS in case as to RODNEY CLASS before Chief Judge Richard W. Roberts held on October 27, 2014; Page Numbers: 1-30. Date of Issuance: November 3, 2015. Court Reporter/Transcriber: William Zaremba; Telephone number: (202) 354-3249. Transcripts may be ordered by submitting the *Transcript Order Form*.

For the first 90 days after this filing date, the transcript may be viewed at the courthouse at a public terminal or purchased from the court reporter referenced above. After 90

days, the transcript may be accessed via PACER. Other transcript formats, (multi-page, condensed, PDF or ASCII) may be purchased from the court reporter.

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Redaction Request due 11/24/2015.
Redacted Transcript Deadline set for 12/4/2015. Release of Transcript Restriction set for 2/1/2016.(wz)
(Entered: 11/03/2015)

11/03/2015 194 TRANSCRIPT OF PLEA HEARING PROCEEDINGS in case as to RODNEY CLASS before Chief Judge Richard W. Roberts held on November 21, 2014; Page Numbers: 1-47. Date of Issuance: November 3, 2015. Court Reporter/Transcriber: William Zaremba; Telephone number: (202) 354-3249. Transcripts

may be ordered by submitting the *Transcript Order Form*.

For the first 90 days after this filing date, the transcript may be viewed at the courthouse at a public terminal or purchased from the court reporter referenced above. After 90 days, the transcript may be accessed via PACER. Other transcript formats, (multi-page, condensed, PDF or ASCII) may be purchased from the court reporter.

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Redaction Request due 11/24/2015.
Redacted Transcript Deadline set for 12/4/2015. Release of Transcript Restriction set for 2/1/2016.(wz)
(Entered: 11/03/2015)

08/29/2016 200 MANDATE of USCA as to RODNEY CLASS re 188 Notice of Appeal; affirming the judgment of

the district court. USCA Case Number 15-3015. (Attachment: # 1 USCA Judgment filed 7/5/16)(mlp) (Entered: 09/01/2016)

**General Docket
United States Court of Appeals
for District of Columbia Circuit**

Court of Appeals Docket #: 15-3015

United States of America,

Plaintiff-Appellee

v.

Rodney Class,

Defendant-Appellant

David William DeBruin,

Appointed Amicus Curiae for Appellant

- 02/23/2015 NOTICE OF APPEAL filed [1538829] by Rodney Class seeking review of a decision by the U.S. District Court in 1:13-cr-00253-RWR-1. Assigned USCA Case Number [15-3015]
- 02/25/2015 MOTION filed [1539936] by Rodney Class to proceed on appeal without counsel. (Response to Motion served by mail due on 03/09/2015) [Service Date: 02/24/2015 by US Mail] Pages: 1-10. [15-3015]
- 03/10/2015 APPELLANT BRIEF [1543014] filed by Rodney Class [Service Date: 03/10/2015] [15-3015]

- 05/01/2015 NOTICE FILED [1552002] by Rodney Class for Judgment in Equity. [Service Date: 05/12/2015] [15-3015]
- 08/27/2015 SUPPLEMENT [1576204] to Appellant/Petitioner brief [1543014-2] filed by Rodney Class [Service Date: 08/25/2015] [15-3015]
- 09/15/2015 SUPPLEMENT [1576217] to Appellant/Petitioner brief [1543014-2] filed by Rodney Class [Service Date: 09/15/2015] [15-3015]
- 10/02/2015 PER CURIAM ORDER [1576234] Upon consideration of appellant's motion to proceed on appeal without counsel, the court's letter filed February 27, 2015, appellant's response thereto, appellant's brief, the supplement thereto filed September 15, 2015, and appellant's notices. Ordering appointment of David DeBruin as amicus curiae to present arguments in favor of appellant's position. The clerk is directed a new briefing schedule. Before Judges: Tatel, Brown and Millett. [15-3015]
- 11/04/2015 APPELLANT BRIEF and APPENDIX [1582319] filed by Rodney Class [Service Date: 11/06/2015] [15-3015]
- 11/20/2015 AMICUS FOR APPELLANT BRIEF [1584600] filed by Mr. David William DeBruin [Service Date: 11/20/2015]

Length of Brief: 13,955 words.
[15-3015] (DeBruin, David)

- 11/20/2015 *JOINT* APPENDIX [1584602] filed by Mr. David William DeBruin. [Volumes: 1] [Service Date: 11/20/2015] [15-3015] (DeBruin, David)
- 11/30/2015 NOTICE [1586291] filed by Rodney Class asking court to allow appointed amicus brief [1584600-2] [Service Date: 11/26/2015] [15-3015]
- 02/22/2016 APPELLEE BRIEF [1600189] filed by USA [Service Date: 02/22/2016] Length of Brief: 13,306 words. [15-3015] (Jones, Valinda)
- 02/22/2016 SUPPLEMENTAL APPENDIX [1600190] filed by USA. [Volumes: 1] [Service Date:02/22/2016] [15-3015] (Jones, Valinda)
- 02/29/2016 APPELLANT REPLY BRIEF [1601544] filed by Rodney Class [Service Date: 02/29/2016] [15-3015]
- 03/17/2016 AMICUS FOR APPELLANT REPLY BRIEF [1604416] filed by Mr. David William DeBruin [Service Date: 03/17/2016] Length of Brief: 6,998 words. [15-3015] (DeBruin, David)
- 05/05/2016 ORAL ARGUMENT HELD before Judges Griffith, Srinivasan and Sentelle. [15-3015]

07/05/2016 PER CURIAM JUDGMENT [1622984] filed (without memorandum) that the judgment of the district court be affirmed. (SEE JUDGMENT FOR DETAILS) withholding issuance of the mandate. Before Judges: Griffith, Srinivasan and Sentelle. [15-3015]

08/29/2016 MANDATE ISSUED to Clerk, U.S. District Court. [15-3015]

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

Holding a Criminal Term

Grand Jury Sworn in on May 7, 2012

UNITED STATES OF AMERICA : **CRIMINAL NO.**
: **GRAND JURY**
v. : **ORIGINAL**
: **VIOLATIONS:**
RODNEY CLASS, : **40 U.S.C. § 5104(e)(1)**
Defendant. : **(Unlawful Possession**
: **of a Firearm on Capitol**
: **Grounds or Buildings)**
: **22 D.C. Code § 4504(a)**
: **(2001 ed.) (Carrying a**
: **Pistol (Outside Home**
: **or Place of Business))**

INDICTMENT

(Filed Sep. 3, 2013)

The Grand Jury charges that:

COUNT ONE

On or about May 30, 2013, within the District of Columbia, **RODNEY CLASS**, did carry on or have readily accessible, firearms, that is, a Taurus .44 caliber pistol, a Ruger LC9 9mm pistol, and a Henry Arms .44 caliber rifle, on the United States Capitol Grounds or in any of the Capitol Buildings.

(Unlawful Possession of a Firearm on Capitol Grounds or Buildings, in violation of Title 40, United States Code, Section 5104(e)(1))

COUNT TWO

On or about May 30, 2013, within the District of Columbia, **RODNEY CLASS**, did carry, openly and concealed on or about his person, in a place other than his dwelling place, place of business or on other land possessed by him, a pistol.

(Carrying a Pistol (Outside Home or Place of Business)), in violation of, 22 D.C. Code, Section 4504(a) (2001 ed.)

A TRUE BILL:
FOREPERSON.

Attorney of the United States in
and for the District of Columbia.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

Holding a Criminal Term

Grand Jury Sworn in on November 1, 2013

UNITED STATES OF AMERICA : **CRIMINAL NO.**
 : **13-253 (RWR)**
v. : **VIOLATION:**
RODNEY CLASS, : **40 U.S.C. § 5104(e)(1)**
 : **(Unlawful Carrying**
 Defendant. : **and Having Readily**
 : **Accessible a Firearm**
 : **on Capitol Grounds)**

INDICTMENT

(Filed Oct. 23, 2014)

The Grand Jury charges that:

COUNT ONE

On or about May 30, 2013, within the District of Columbia, **RODNEY CLASS**, did carry on and have readily accessible, firearms, that is, a Taurus .44 caliber pistol, a Ruger LC9 9mm pistol, and a Henry Arms .44 caliber rifle, on the United States Capitol Grounds.

(Unlawful Carrying and Having Readily accessible a Firearm on Capitol Grounds, in violation of Title 40, United States Code, Section 5104(e)(1))

A TRUE BILL:
FOREPERSON.

Attorney of the United States in
and for the District of Columbia.

**UNITED STATES DISTRICT COURT
DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA	:	
	:	Criminal Case No.
v.	:	13-253 (RWR)
	:	
Rodney Class	:	

PROFFER OF EVIDENCE

(Filed Nov. 2, 2014)

If this case were to go to trial, the government's evidence would establish beyond a reasonable doubt:

1. On May 30, 2013, at approximately 11:30AM, Rodney Class parked his Jeep Wrangler in the 200 block of Maryland Avenue, SW, Washington, D.C., which is part of the Capitol Grounds. An agent of the United States Capitol Police observed that the vehicle lacked authorization to park in that area, and upon further inspection noticed that there appeared to be a large blade attached to the inside roller bar of the vehicle, and what appeared to the agent at the time to be a gun holster in the driver's side door.

2. Mr. Class returned to the vehicle at approximately 1:21PM. At that time he admitted to having weapons in the vehicle. The agent obtained a search warrant, which was executed after 6PM. Located inside the vehicle was a large blade attached to the roller bar. What had appeared to be a gun holster in the driver's side door was a knife with a sheath.

3. Located on the passenger seat was an unlocked grey bag containing a 9mm Ruger firearm, loaded with one round in the chamber for a total of 8 rounds. Several loaded magazines were located with 35 additional rounds. A box of 9mm ammunition was also located with 50 rounds, or 93 rounds total.
4. Located in the passenger area was an unlocked large bag containing a .44 Taurus firearm, loaded with one round in the chamber, for a total of 7 rounds. An additional 90 rounds of .44 caliber ammunition was also recovered in the bag.
5. Located between the passenger area and the rear of the vehicle was an unlocked bag containing a .44 Henry firearm, loaded with one round in the chamber, for a total of 11 rounds. An additional 55 rounds of .44 caliber ammunition was recovered in the bag.
6. The Court set a trial date of October 27, 2014. Mr. Class was aware of the trial date but willfully chose not to come to Court.

Limited Nature of Proffer

This proffer of evidence is not intended to constitute a complete statement of all facts known by Mr. Class but is a minimum statement of facts intended to provide the necessary factual predicate for the guilty plea. The limited purpose of this proffer is to demonstrate that there exists a sufficient legal basis for defendant's plea of guilty to the charged offense.

/s/ Jeff Pearlman
Jeff Pearlman
Assistant United
States Attorney

/s/ A.J. Kramer
A.J. Kramer
Stand By Attorney
for Defendant

Date: 11-17-14

/s/ By Agent Rodney Dale
Class: RODNEY CLASS
Rodney Class

Date: 11.16.14

**UNITED STATES DISTRICT
AND BANKRUPTCY COURTS
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES)
OF AMERICA) Criminal Case
vs.) No.: 13-253
RODNEY CLASS)

WAIVER OF TRIAL BY JURY

(Filed Nov. 21, 2014)

With the consent of the United States Attorney and the approval of the Court, the defendant waives his right to trial by jury.

By Agent
Rodney Dale Class:
/s/ RODNEY CLASS
Defendant

/s/ A.J. Kramer
Counsel for Defendant

I consent:

/s/ [Illegible]
Assistant United
States attorney

Approved:

/s/ Richard W. Roberts Date: 11/21/14
United States
District Judge

[SEAL]

U.S. Department of Justice
Ronald C. Machen Jr.
United States Attorney
District of Columbia

*Judiciary Center
555 Fourth St., N.W.
Washington, D.C. 20530*

November 6, 2014

A.J. Kramer
Federal Public Defender for the
District of Columbia
A._J._Kramer@fd.org

Rodney Class
432 North Lincoln Street
High Shoals, NC 28077

Re: United States v. Rodney Class
Criminal Case No. 13-253 (RBR)

Dear Mr. Class:

This letter sets forth the full and complete plea offer to you from the Office of the United States Attorney for the District of Columbia (hereinafter also referred to as “the Government” or “this Office”). This plea offer expires on November 10, 2014. If you accept the terms and conditions of this offer, please execute this document in the space provided below. Upon receipt of the executed document, this letter will become the Plea Agreement (hereinafter referred to as “this Agreement”). The terms of the offer are as follows:

1. Charges and Statutory Penalties

You have been charged with Possession of a Firearm on U.S. Capitol Grounds, in violation of 40 U.S.C. § 5104(e).

You understand that a violation of this statute carries a maximum sentence of 5 years of imprisonment; a fine not to exceed \$250,000; a term of supervised release of not more than 3 years; and an obligation to pay any applicable interest or penalties on fines not timely made.

In addition, you agree to pay a special assessment of \$100 per felony conviction to the Clerk of the United States District Court for the District of Columbia. You also understand that, pursuant to 18 U.S.C. § 3572 and § 5E1.2 of the United States Sentencing Commission, *Guidelines Manual* (2013) (hereinafter “Sentencing Guidelines,” “Guidelines,” or “U.S.S.G.”), the Court may also impose a fine that is sufficient to pay the federal government the costs of any imprisonment, term of supervised release, and period of probation. Further, you understand that, if you have two or more convictions for a crime of violence or felony drug offense, you may be subject to the substantially higher penalties provided for in the career-offender statutes and provisions of the Sentencing Guidelines.

2. Factual Stipulations

You agree that the attached “Statement of Offense” fairly and accurately describes your actions and

involvement in the offense to which you are pleading guilty. Please sign and return the Statement of Offense as a written proffer of evidence, along with this Agreement.

3. Additional Charges

In consideration of your guilty plea to the above offense, you will not be further prosecuted criminally by this Office for the conduct set forth in the attached Statement of Offense. This includes the prior charge of Carrying a Pistol, in violation of D.C. Code 22-4504(a), and the failure to appear for trial on October 27, 2014, in violation of 18 U.S.C. § 3146(a)(1).

4. Sentencing Guidelines Analysis

You understand that the sentence in this case will be determined by the Court, pursuant to the factors set forth in 18 U.S.C. § 3553(a), including a consideration of the applicable guidelines and policies promulgated by the United States Sentencing Commission, *Guidelines Manual* (hereinafter "Sentencing Guidelines" or "U.S.S.G."). Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), and to assist the Court in determining the appropriate sentence, the parties agree to the following:

A. Estimated Offense Level Under the Guidelines

You agree and will acknowledge at the time of the plea of guilty to the offense stated above that, pursuant to U.S.S.G. § 2K2.5, you are accountable for carrying and having readily accessible on capitol grounds firearms.

The parties agree that the following Sentencing Guidelines sections apply:

U.S.S.G. § 2K2.5	Base Offense Level	6
U.S.S.G. § 3C1.1	Obstructing or Impeding	2
Total Offense Level		8

Acceptance of Responsibility

The Government agrees that a 2-level reduction will be appropriate, pursuant to U.S.S.G. § 3E1.1, provided that you clearly demonstrate acceptance of responsibility, to the satisfaction of the Government, through your allocution, adherence to every provision of this Agreement, and conduct between entry of the plea and imposition of sentence.

Nothing in this Agreement limits the right of the Government to seek denial of the adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1, and/or imposition of an adjustment for obstruction of justice, pursuant to U.S.S.G. § 3C1.1, regardless of any agreement set forth above, should you move to withdraw your guilty plea after it is entered, or should it be determined by the Government that you have either (a) engaged in conduct, unknown to the

Government at the time of the signing of this Agreement, that constitutes obstruction of justice, or (b) engaged in additional criminal conduct after signing this Agreement.

In accordance with the above, the applicable Guidelines Offense Level will be at least 6.

B. Estimated Criminal History Category

Based upon the information now available to this Office (including the Pre-Plea Criminal History Calculation, you have a prior misdemeanor criminal conviction.

Accordingly, you are estimated to have 1 criminal history point and your Criminal History Category is estimated to be I. You acknowledge that if additional relevant convictions are discovered during the presentence investigation by the United States Probation Office, your criminal history points may increase. Similarly, if the United States Probation Office determines that you have fewer convictions than estimated herein, your criminal history points may decrease.

C. Estimated Applicable Guidelines Range

Based upon the agreed total offense level and the estimated criminal history category set forth above, your estimated Sentencing Guidelines range is 0 months to 6 months (the “Estimated Guidelines Range”). In addition, the parties agree that, pursuant to U.S.S.G. § 5E1.2, should the Court impose a fine, at

Guidelines level 6, the estimated applicable fine range is \$500 to \$5,000. You reserve the right to ask the Court not to impose any applicable fine.

The parties agree that, solely for the purposes of calculating the applicable range under the Sentencing Guidelines, neither a downward nor upward departure from the Estimated Guidelines Range set forth above is warranted. Accordingly, neither party will seek any departure or adjustment to the Estimated Guidelines Range, nor will either party suggest that the Court consider such a departure or adjustment, except as provided in this plea letter. Moreover, you understand and acknowledge that the Estimated Guidelines Range agreed to by the parties is not binding on the Probation Office or the Court. Should the Court determine that a different guidelines range is applicable, you will not be permitted to withdraw your guilty plea on that basis, and the parties will still be bound by this Agreement.

You understand and acknowledge that the terms of this section apply only to conduct that occurred before the execution of this Agreement. Should you commit any conduct after the execution of this Agreement that would form the basis for an increase in your base offense level or justify an upward departure (examples of which include, but are not limited to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while pending sentencing, and false statements to law enforcement agents, the probation officer,

or the Court), the Government is free under this Agreement to seek an increase in the base offense level based on that post-agreement conduct.

5. Agreement as to Sentencing Allocation

The parties further agree that a sentence within the Estimated Guidelines Range would constitute a reasonable sentence in light of all of the factors set forth in 18 U.S.C. § 3553(a). However, you reserve the right to seek a sentence below the Estimated Guidelines Range based upon factors to be considered in imposing a sentence pursuant to 18 U.S.C. § 3553(a), and the Government ~~reserves the right to~~ [will] seek a sentence ~~above~~ [at the lower end] the Estimated Guidelines Range based on § 3553(a) factors. [illegible initials, R.D.C.]

The defendant agrees that as a condition of probation that he may not bring a vehicle to or park on Capitol Grounds. The defendant also agrees that as a condition of probation he must notify the United States Capitol Police prior to visiting the Capitol Grounds.

The government agrees to cap its allocation to the lower end of the sentencing guideline range.

6. Reservation of Allocution

The parties reserve the right to describe fully, both orally and in writing, to the sentencing judge, the nature and seriousness of your misconduct, including any misconduct not described in the charges to which you are pleading guilty. The parties also reserve the right to inform the presentence report writer and the Court of any relevant facts, to dispute any factual inaccuracies in the presentence report, and to contest any matters not provided for in this Agreement. In the event that the Court considers any Sentencing Guidelines adjustments, departures, or calculations different from any agreements contained in this Agreement, or contemplates a sentence outside the Guidelines range based upon the general sentencing factors listed in 18 U.S.C. § 3553(a), the parties reserve the right to answer any related inquiries from the Court. In addition, if in this Agreement the parties have agreed to recommend or refrain from recommending to the Court a particular resolution of any sentencing issue, the parties reserve the right to full allocution in any post-sentence litigation. The parties retain the full right of allocution in connection with any post-sentence motion which may be filed in this matter and/or any proceeding(s) before the Bureau of Prisons. In addition, you acknowledge that the Government is not obligated and does not intend to file any post-sentence downward departure motion in this case pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure.

7. Court Not Bound by this Agreement or the Sentencing Guidelines

You understand that the sentence in this case will be imposed in accordance with 18 U.S.C. § 3553(a), upon consideration of the Sentencing Guidelines. You further understand that the sentence to be imposed is a matter solely within the discretion of the Court. You acknowledge that the Court is not obligated to follow any recommendation of the Government at the time of sentencing. You understand that neither the Government's recommendation nor the Sentencing Guidelines are binding on the Court.

You acknowledge that your entry of a guilty plea to the charged offense authorizes the Court to impose any sentence, up to and including the statutory maximum sentence, which may be greater than the applicable Guidelines range. The Government cannot, and does not, make any promise or representation as to what sentence you will receive. Moreover, it is understood that you will have no right to withdraw your plea of guilty should the Court impose a sentence that is outside the Guidelines range or if the Court does not follow the Government's sentencing recommendation. The parties will be bound by this Agreement, regardless of the sentence imposed by the Court. Any effort by you to withdraw the guilty plea because of the length of the sentence shall constitute a breach of this Agreement.

8. Conditions of Release

The final decision regarding your bond status or detention will be made by the Court at the time of your plea of guilty. If the Court imposes lesser conditions than incarceration, the Government may move to change your conditions of release, including requesting that you be detained pending sentencing, if you engage in further criminal conduct prior to sentencing or if the Government obtains information that it did not possess at the time of your plea of guilty and that is relevant to whether you are likely to flee or pose a danger to any person or the community. You also agree that any violation of your release conditions or any misconduct may result in the Government filing an *ex parte* motion with the Court requesting that a bench warrant be issued for your arrest and that you be detained without bond while pending sentencing.

9. Waivers

A. Statute of Limitations

You agree that, should the conviction following your plea of guilty pursuant to this Agreement be vacated for any reason, any prosecution, based on the conduct set forth in the attached Statement of Offense, that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement (including any counts that the Government has agreed not to prosecute or to dismiss at sentencing pursuant to this Agreement) may be commenced or reinstated against you, notwithstanding the expiration of the

statute of limitations between the signing of this Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution of conduct set forth in the attached Statement of Offense that is not time-barred on the date that this Agreement is signed.

B. Trial Rights

You understand that by pleading guilty in this case you agree to waive certain rights afforded by the Constitution of the United States and/or by statute or rule. You agree to forego the right to any further discovery or disclosures of information not already provided at the time of the entry of your guilty plea. You also agree to waive, among other rights, the right to plead not guilty, and the right to a jury trial. If there were a jury trial, you would have the right to be represented by counsel, to confront and cross-examine witnesses against you, to compel witnesses to appear for the purpose of testifying and presenting other evidence on your behalf, and to choose whether to testify. If there were a jury trial and you chose not to testify at that trial, you would have the right to have the jury instructed that your failure to testify could not be held against you. You would further have the right to have the jury instructed that you are presumed innocent until proven guilty, and that the burden would be on the United States to prove your guilt beyond a reasonable doubt. If you were found guilty after a trial, you would

have the right to appeal your conviction. You understand that the Fifth Amendment to the Constitution of the United States protects you from the use of self-incriminating statements in a criminal prosecution. By entering a plea of guilty, you knowingly and voluntarily waive or give up your right against self-incrimination.

You acknowledge discussions with A.J. Kramer concerning Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence, which ordinarily limit the admissibility of statements made by a defendant in the course of plea discussions or plea proceedings if a guilty plea is later withdrawn. You knowingly and voluntarily waive the rights that arise under these rules in the event you withdraw your guilty plea or withdraw from this Agreement after signing it.

You also agree to waive all constitutional and statutory rights to a speedy sentence and agree that the plea of guilty pursuant to this Agreement will be entered at a time decided upon by the parties with the concurrence of the Court. You understand that the date for sentencing will be set by the Court.

C. Appeal Rights

You understand that federal law, specifically 18 U.S.C. § 3742, affords defendants the right to appeal their sentences in certain circumstances. You agree to waive the right to appeal the sentence in this case, including any term of imprisonment, fine, forfeiture,

award of restitution, term of supervised release, authority of the Court to set conditions of release, and the manner in which the sentence was determined, except to the extent the Court sentences you to above the statutory maximum or guidelines range determined by the Court, in which case you would have the right to appeal the illegal sentence or above-guidelines sentence, but not to raise on appeal other issues regarding the sentencing. In agreeing to this waiver, you are aware that your sentence has yet to be determined by the Court. Realizing the uncertainty in estimating what sentence the Court ultimately will impose, you knowingly and willingly waive your right to appeal the sentence, to the extent noted above, in exchange for the concessions made by the Government in this Agreement.

D. Collateral Attack

You also waive any right to challenge the conviction entered or sentence imposed under this Agreement or otherwise attempt to modify or change the sentence or the manner in which it was determined in any collateral attack, including, but not limited to, a motion brought under 28 U.S.C. § 2255 or Federal Rule of Civil Procedure 60(b), except to the extent such a motion is based on newly discovered evidence or on a claim that you received ineffective assistance of counsel in entering into this Agreement or in connection with sentencing. You reserve the right to file a motion brought under 18 U.S.C. § 3582(c)(2).

E. Privacy Act and FOIA Rights

You also agree to waive all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including and without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a.

10. Breach of Agreement

You understand and agree that, if after entering this Agreement, you fails [sic] specifically to perform or to fulfill completely each and every one of your obligations under this Agreement, or engages [sic] in any criminal activity prior to sentencing, you will have breached this Agreement. In the event of such a breach: (a) the Government will be free from its obligations under this Agreement; (b) you will not have the right to withdraw the guilty plea; (c) you will be fully subject to criminal prosecution for any other crimes, including perjury and obstruction of justice; and (d) the Government will be free to use against you, directly and indirectly, in any criminal or civil proceeding, all statements made by you and any of the information or materials provided by you, including such statements, information and materials provided pursuant to this Agreement or during the course of any debriefings conducted in anticipation of, or after entry of, this Agreement, whether or not the debriefings were previously

characterized as “off-the-record” debriefings, and including your statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

You understand and agree that the Government shall be required to prove a breach of this Agreement only by a preponderance of the evidence, except where such breach is based on a violation of federal, state, or local criminal law, which the Government need prove only by probable cause in order to establish a breach of this Agreement.

Nothing in this Agreement shall be construed to permit you to commit perjury, to make false statements or declarations, to obstruct justice, or to protect you from prosecution for any crimes not included within this Agreement or committed by you after the execution of this Agreement. You understand and agree that the Government reserves the right to prosecute you for any such offenses. You further understand that any perjury, false statements or declarations, or obstruction of justice relating to your obligations under this Agreement shall constitute a breach of this Agreement. In the event of such a breach, you will not be allowed to withdraw your guilty plea.

11. Property

The Government and your client hereby agree that the following items seized from you and your vehicle on May 30, 2013, and currently in the custody

and/or control of the Metropolitan Police Department, were properly seized and were involved in or used in violation of federal law by the defendant:

- A. Taurus .44 caliber gun with 7 rounds ammunition
- B. Ruger 9mm pistol with magazine and 8 rounds ammunition
- C. Henry .44 caliber gun with 11 rounds ammunition
- D. Knives (14)
- E. Switchblade
- F. Axes (3)
- G. .44 caliber ammo (155)
- H. 9mm ammo (50)

Your client agrees that these items are subject to seizure by the United States, and that no defense exists to the seizure of this property by the United States. As such, the defendant hereby relinquishes all claim, title, and interest he has in the above referenced property to the United States and/or the District of Columbia and agrees not to oppose any civil, administrative, or judicial forfeiture of the property. Your client agrees to take any actions requested by this Office or the Metropolitan Police Department to transfer ownership of these items to the United States or the District of Columbia. Your client consents to both the destruction of these items and to their abandonment to the United States or the District of Columbia. Your client agrees that he

will not file a claim to this property and withdraws any claim for the property that he may have filed. Your client knowingly and voluntarily waives any right to timely notice provided for in 18 U.S.C. 983. Your client certifies that he is the sole owner of the property listed above, and that no one else has an ownership interest in this property.

(b) [sic] The defendant agrees to waive all constitutional and statutory challenges in any manner (including, but not limited to, direct appeal) to the seizure and destruction carried out in accordance with this plea agreement on any grounds.

12. Complete Agreement

No agreements, promises, understandings, or representations have been made by the parties or their counsel other than those contained in writing herein, nor will any such agreements, promises, understandings, or representations be made unless committed to writing and signed by you, defense counsel, and an Assistant United States Attorney for the District of Columbia.

You further understand that this Agreement is binding only upon the Criminal and Superior Court Divisions of the United States Attorney's Office for the District of Columbia. This Agreement does not bind the Civil Division of this Office or any other United States Attorney's Office, nor does it bind any other state, local,

or federal prosecutor. It also does not bar or compromise any civil, tax, or administrative claim pending or that may be made against you.

If the foregoing terms and conditions are satisfactory, you may so indicate by signing this Agreement and the Statement of Offense, and returning both to me no later than November 10, 2014.

Sincerely yours,

RONALD C. MACHEN, JR.
United States Attorney

By: /s/ Jeff Pearlman
Jeff Pearlman
Assistant United
States Attorney

DEFENDANT'S ACCEPTANCE

I have read every page of this Agreement and have discussed it with my stand by counsel, A.J. Kramer. I fully understand this Agreement and agree to it without reservation. I do this voluntarily and of my own free will, intending to be legally bound. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this Agreement fully. I am pleading guilty because I am in fact guilty of the offense(s) identified in this Agreement.

I reaffirm that absolutely no promises, agreements, understandings, or conditions have been made

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES)
OF AMERICA,) CR No. 13-253-RWR-1
Plaintiff,) Washington, D.C.
vs.) November 21, 2014
RODNEY CLASS,) 2:15 p.m.
Defendant.)

TRANSCRIPT OF PLEA HEARING
BEFORE THE HONORABLE RICHARD W. ROBERTS
UNITED STATES DISTRICT CHIEF JUDGE

APPEARANCES:

For the Government: Jeffrey Pearlman
U.S. ATTORNEY'S OFFICE
FOR THE DISTRICT
OF COLUMBIA
555 Fourth Street, NW
Washington, D.C. 20530
(202) 252-7228
jeffrey.pearlman@usdoj.gov

For the Defendant: Rodney Class
P.O. Box 435
High Schoals [sic], NC 28077
PRO SE

Standby Counsel
for the Defendant:

A.J. Kramer
FEDERAL PUBLIC
DEFENDER
FOR THE DISTRICT
OF COLUMBIA
625 Indiana Avenue, NW
Suite 550
Washington, D.C. 20004
(202) 208-7500
A._J._kramer@fd.org

* * *

[3] PROCEEDINGS

THE COURT: Good afternoon.

(Defendant entered.)

DEPUTY CLERK: Your Honor, this afternoon this is the matter of United States versus Rodney Class. This is Criminal Record 13-253.

Present for the Government –

MR. KRAMER: Your Honor, I'm sorry, we're having a problem.

THE COURT: Mr. Class, are you able to hear me?

(Pause)

THE COURT: This is off the record.

(Pause)

DEPUTY CLERK: Your Honor, this afternoon is the matter of the United States versus Rodney Class, Criminal Record 13-253.

Present for the Government is assistant Jeffrey Pearlman.

And Mr. Class is representing as pro se.

Also standby counsel, A.J. Kramer.

All parties are present, Your Honor.

THE COURT: All right. Good afternoon.

MR. KRAMER: Good afternoon.

THE COURT: Mr. Class, can you hear me?

THE DEFENDANT: (Indicates thumbs up.)

[4] THE COURT: Thank you. Your finger is up.

If at any time you cannot hear me or anyone else speaking, I'd ask you to continue to let us know in some way, give us a signal. Will you do that?

THE DEFENDANT: Yeah.

THE COURT: All right.

I understand, Mr. Class, that you are proposing to enter a plea of guilty; is that correct?

THE DEFENDANT: Yes.

THE COURT: Let me invite you forward to the podium with your standby counsel.

And before we proceed any further, I'll ask Mr. Smith to administer the oath to you.

DEPUTY CLERK: Mr. Class, would you raise your right hand to be sworn.

(Defendant is placed under oath.)

THE DEFENDANT: Yes.

DEPUTY CLERK: Thank you.

THE COURT: Good afternoon, Mr. Class.

THE DEFENDANT: Hello.

THE COURT: You're now under oath. If you do not answer any of my questions truthfully, you could be prosecuted for perjury or for making a false statement. Do you understand that?

THE DEFENDANT: Yes.

[5] THE COURT: The purpose of this hearing is for you to make a decision whether you want to go to trial on the charge against you or whether you want to enter a plea of guilty to that charge.

In order to make such an important decision, it's vital that you understand everything that's going on and everything that I will be explaining to you.

So if you do not understand something, please let me know that and I will try to explain it to you in a clearer fashion, or I will let you stand and talk with your standby counsel at any time about what we are discussing.

So will you promise to let me know if there's anything that you do not understand?

THE DEFENDANT: Yep.

THE COURT: How old are you now, sir?

THE DEFENDANT: 61. I just turned 61 yesterday.

THE COURT: Belated happy birthday.

Can you read and write?

THE DEFENDANT: Yes.

THE COURT: How far did you go in school?

THE DEFENDANT: 12th grade.

THE COURT: And where were you born?

THE DEFENDANT: Dover, Ohio.

THE COURT: Have you taken any alcohol or drugs in the last 48 hours?

[6] THE DEFENDANT: No. But just medication I take for heart.

THE COURT: And have you taken any of that medicine that might affect your ability to understand what you're doing by proposing to plead guilty?

THE DEFENDANT: No.

THE COURT: Have you ever received any treatment for any type of mental illness or emotional disturbance?

THE DEFENDANT: No.

THE COURT: Have you ever received any treatment for addiction to narcotic drugs of any kind?

THE DEFENDANT: No, I don't do drugs or illegal narcotics.

THE COURT: Have you received a copy of the superseding indictment pending against you that contains the written charge in this case?

THE DEFENDANT: Yes.

THE COURT: Have you read the indictment?

THE DEFENDANT: Yes.

THE COURT: Do you understand the charge?

THE DEFENDANT: Yeah.

THE COURT: Have you fully discussed the charge and this case in general with your standby lawyer?

THE DEFENDANT: Off and on, yeah.

THE COURT: Are you satisfied with the services of [7] your standby lawyer so far?

THE DEFENDANT: Yeah.

THE COURT: Have you had enough time to talk with your standby lawyer about this case?

THE DEFENDANT: Yes.

THE COURT: Have you had enough time to talk with your standby lawyer about the government's plea offer and whether or not you should accept it?

THE DEFENDANT: Yeah. We talked about it up there at the jail.

THE COURT: The pending superseding indictment charges that on or about May 30th of last year here in D.C., you did have readily accessible firearms on the Capitol – United States Capitol grounds.

If you were to be convicted in a trial with that charge and presented to the jury, the government would carry the burden of proving beyond a reasonable doubt each and every essential element of that charge, which would include, first, that you carried or had readily accessible a firearm, that you did so knowingly, and that you carried or had readily accessible a firearm while you were on the United States Capitol grounds.

So, Mr. Class, I'm going to ask the prosecutor to tell you and to tell me what happened in this case, and I want you to listen very carefully to everything that he [8] says, because when he's finished, I'm going to ask you if everything that he has said is true and accurate.

If there's anything that he says that's not true or accurate, I'll want you to tell me that after he's finished. So will you promise to listen carefully to everything that he says –

THE DEFENDANT: Yeah.

THE COURT: – and to let me know if there's anything that he says that's not accurate?

THE DEFENDANT: Yep.

THE COURT: All right. Thank you.

MR. KRAMER: May I just talk to Mr. Pearlman for one second?

THE COURT: Yes.

(Counsel conferred off the record.)

MR. KRAMER: Thank you.

THE COURT: All right. Mr. Pearlman, what would the government's evidence show if this case went to trial?

MR. PEARLMAN: Your Honor, on May 30th, 2013, at approximately 11:30 a.m., Rodney Class – I assume Mr. Class can hear me – parked his Jeep Wrangler in the 200 block of Maryland Avenue, Southwest, Washington, D.C., which is part of the Capitol grounds.

An agent of the United States Capitol Police observed that the vehicle lacked authorization to park in [9] that area; and upon further inspection, noticed that there appeared to be a large blade attached to the inside roller bar of the vehicle, and what appeared to the agent at the time to be a gun holster in the driver's side door.

Mr. Class returned to the vehicle at approximately 1:21 p.m. At that time, he admitted to having weapons in the vehicle. The agent obtained a search warrant which was executed after 6:00 p.m.

Located inside the vehicle was a large blade attached to the roller bar, what had appeared to be a gun holster in the driver's side door was a knife with a sheath.

Located on the passenger seat was an unlocked gray bag containing a 9-millimeter Luger firearm loaded with one round in the chamber, for a total of eight rounds. Several loaded magazines were located with 35 additional rounds. A box of 9-millimeter ammunition was also located with 50 rounds or 93 total.

Located in the passenger area was an unlocked large bag containing a .44 Taurus firearm loaded with one round in the chamber, for a total of seven rounds; an additional 90 rounds of .44 caliber ammunition was also recovered in the bag.

Located between the passenger area and the rear of the vehicle was an unlocked bag containing a .44-caliber Henry firearm loaded with one round in the chamber, for a [10] total of 11 rounds. An additional 55 rounds of .44-caliber ammunition was recovered in the bag.

The Court set a trial date of October 27th, 2014. Mr. Class was aware of the trial date but willfully chose not to come to court.

THE COURT: All right. Thank you.

Mr. Class, would you come back up to the podium with your standby counsel.

Mr. Class, is what the prosecutor has just said a true and accurate description of what happened in this case?

THE DEFENDANT: Pretty much.

THE COURT: Is it true that on May 30th, 2013, you parked your Jeep Wrangler in the 200 block of Maryland Avenue, Southwest, on Capitol grounds?

THE DEFENDANT: I don't know what street it was in. I parked in behind the arboretum.

THE COURT: Was it on Maryland Avenue, Southwest? That arboretum?

THE DEFENDANT: Well, I assume so. I just parked in the parking lot behind the arboretum right there in front of the White House. I didn't know what street it was.

THE COURT: I want to make sure that we know which arboretum you're talking about. There's an arboretum that's way out Route 50 in Northeast Washington, D.C., that's huge, with lots of plants and animals and joggers and all kinds of [11] stuff.

There's another arboretum that's covered that's right at the base of the United States Capitol building.

Are you talking about the arboretum that's at the base of the Capitol building?

THE DEFENDANT: Yes.

MR. KRAMER: Yes, Your Honor. I think it's actually – there is an arboretum out on New York Avenue.

THE COURT: New York Avenue, right.

MR. KRAMER: But I think it's actually called the botanical gardens, the one in D.C.

THE COURT: We are not –

MR. KRAMER: The building.

The building –

THE COURT: The building at the base of the Capitol?

MR. KRAMER: Yes, is actually called the botanical gardens.

THE COURT: Did you hear what Mr. Kramer just described to me?

THE DEFENDANT: Yeah.

THE COURT: He said it's called the botanical gardens.

THE DEFENDANT: Yeah.

THE COURT: But you were calling it the arboretum.

[12] THE DEFENDANT: Yeah.

THE COURT: But you mean the same building that Mr. Kramer was talking about?

THE DEFENDANT: Yes.

THE COURT: It's enclosed, right?

THE DEFENDANT: Yes.

THE COURT: All right. And it's at the base of the Capitol building.

THE DEFENDANT: Yes.

THE COURT: All right. So I guess I'm asking you is it true that on May 30th, 2013, you parked your Jeep Wrangler just outside that arboretum, what you're calling the arboretum, but what we now know to be the botanical gardens?

THE DEFENDANT: Yes.

THE COURT: All right. And is it true that you knew you had in your vehicle a loaded Luger, a loaded Taurus, and a loaded Henry firearm?

THE DEFENDANT: Yes. I had a carry permit.

THE COURT: You had a what?

THE DEFENDANT: I had a carry concealed permit.

THE COURT: But you knew you had those weapons inside your Jeep Wrangler?

THE DEFENDANT: Yes.

THE COURT: Now, Mr. Class, I want to explain to [13] you certain rights that you have in this matter, and I want to find out whether you understand those rights.

So listen carefully to what I tell you and to the questions that I ask you and be sure and let me know if there's anything that you don't understand. Will you promise to do that?

THE DEFENDANT: Yep.

THE COURT: And if you need to talk to your standby counsel at any time, I'll let you do that. So let me know if you want to do that.

THE DEFENDANT: Okay.

THE COURT: And, again, if at any time I'm not speaking loudly or clearly enough, please let me know, because I'll try to accommodate you, okay?

THE DEFENDANT: Okay.

THE COURT: All right.

You have a right to be represented by a lawyer at every stage in the case, and, if necessary, to have the Court appoint a lawyer for you. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: You have a right to maintain your previously entered plea of not guilty to the charge against you. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: You would have a right to file [14] motions, making legal challenge as to the government's case against you. For example, you could seek to have the charge dismissed or file a motion to have evidence against you suppressed or thrown out. Do you understand those things?

THE DEFENDANT: Yeah. We went through this once before, yes.

THE COURT: All right. And you have the right to have a jury trial in this case, and that means that 12 citizens of the District of Columbia would sit in a courtroom and determine whether you are guilty or not guilty based upon the evidence presented in a courtroom.

Do you understand your right to a jury trial?

THE DEFENDANT: Yes.

THE COURT: If you choose to go to trial, you have a right to be represented by a lawyer at that trial. Do you understand that?

THE DEFENDANT: Say that again.

THE COURT: Sure. If you choose to go to trial, you would have a right to be represented by a lawyer if you wanted to at that trial.

THE DEFENDANT: Oh, okay. Okay.

THE COURT: Do you understand that?

THE DEFENDANT: Yeah.

THE COURT: At a trial, you would have the right to confront or have your lawyer confront and cross-examine [15] any witnesses who testified against you. Do you understand that?

THE DEFENDANT: Yeah.

THE COURT: You would have the right to present your own witnesses at a trial if you wanted one, and you would have the right to subpoena them to require them to testify in your defense. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: At a trial, you would have the right to testify and to present evidence on your behalf if you wanted to, but you would not be required to testify or to present any evidence if you did not want to. That's because you cannot be forced to incriminate yourself. That means you cannot be forced to present evidence of your own guilt. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: If you chose not to testify or to put on any evidence, those choices could not be used against you. Do you understand that?

THE DEFENDANT: Yep.

THE COURT: At a trial, you would be presumed by the law to be innocent, just as you are now. That's because it is the government's burden to prove

your guilt, and until it does that, you cannot be convicted at any trial. Do you understand that?

[16] THE DEFENDANT: Yeah.

THE COURT: If you went to trial and you were convicted, you would have a right to appeal your conviction to the Court of Appeals and to have a lawyer help you prepare your appeal. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: Do you know what I mean by your right to appeal?

THE DEFENDANT: Yeah. Take it to the next court up.

THE COURT: All right.

Now, by pleading guilty, you would be generally giving up your rights to appeal. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: Now, there are exceptions to that. You can appeal a conviction after a guilty plea if you believe that your guilty plea was somehow unlawful or involuntary or if there is some other fundamental defect in these guilty-plea proceedings.

You may also have a right to appeal your sentence if you think the sentence is illegal. Do you understand those things?

THE DEFENDANT: Yeah. Pretty much.

THE COURT: Now, if you plead guilty in this case and I accept your guilty plea, you'll give up all of the [17] rights I just explained to you, aside from the exceptions that I mentioned, because there will not be any trial, and there will probably be no appeal. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: Now, I mentioned that you may also have a right to appeal your sentence if you think the sentence is illegal.

You may also have a right to appeal that sentence if it exceeds the Sentencing Guideline Range.

You could also challenge your conviction or sentence based on newly discovered evidence or a claim of ineffective assistance of counsel. Do you understand those things?

THE DEFENDANT: Yes, sir.

THE COURT: Now, do you want to give up your right to a trial?

THE DEFENDANT: I've already signed that document.

THE COURT: I guess the document you're talking about is the Waiver of Trial by Jury?

THE DEFENDANT: Well, the – yeah. The plea bargain. I already signed it.

MR. KRAMER: I think he's referring to the plea agreement, Your Honor.

THE COURT: All right. I have been given a plea agreement that I will hold up in front of you in a [18] moment. It is marked as Exhibit No. 3. I'm holding that up in front of you now. Is this what you're referring to?

THE DEFENDANT: Looks like it.

THE COURT: Well, let me turn to the back page, it's page 10, and hold that up in front of you. Do you see that page?

THE DEFENDANT: Yeah.

THE COURT: My finger is pointing to a signature above the line marked "Rodney Class, Defendant." Do you see that?

THE DEFENDANT: Correct.

THE COURT: Is that your signature?

THE DEFENDANT: Correct.

THE COURT: You signed your name to this plea agreement?

THE DEFENDANT: Yeah. I put my name on it, yeah.

THE COURT: And did you do that after agreeing that you would plead guilty and agree to the terms of this agreement?

THE DEFENDANT: We did it over at the jailhouse.

THE COURT: And you signed this agreeing to what the terms are in this paper?

THE DEFENDANT: Yeah.

THE COURT: All right. What I wanted to make sure that you could tell me, though, part of this agreement [19] suggests that you are willing to give up your right to a jury trial. Are you willing to give up your right to a jury trial?

THE DEFENDANT: Yes.

THE COURT: Are you willing to give up all of the rights I've explained that you would have if your case went to trial?

THE DEFENDANT: Yes.

THE COURT: Do you want to give up most of your rights to an appeal as well?

THE DEFENDANT: Other than what you mentioned, yes.

THE COURT: Aside from those exceptions.

I'm now going to hold up what I've talked to you about before, the Waiver of Trial by Jury. It's marked as Exhibit No. 1. Do you see this document I'm holding up?

THE DEFENDANT: Yes.

THE COURT: My finger is pointing to a line marked – signature above the line marked, “Defendant.” Do you see that signature?

THE DEFENDANT: Yes. I put my name on it.

THE COURT: That’s your signature?

THE DEFENDANT: Yes.

THE COURT: All right. And did you sign this voluntarily and of your own free will?

[20] THE DEFENDANT: Yes.

THE COURT: Did you sign this intending to give up your right to a jury trial?

THE DEFENDANT: Yes.

THE COURT: Did you mean to give up that right by signing this?

THE DEFENDANT: Yes.

THE COURT: Do counsel know of any reason why Mr. Class should not waive his right to a jury trial?

MR. KRAMER: No, Your Honor.

MR. PEARLMAN: No, Your Honor.

THE COURT: All right. I find that this waiver of jury trial marked as Exhibit 1 is made knowingly and voluntarily, and I’ll accept that waiver.

Now, I will go back to the document you told me about earlier, Mr. Class, the plea agreement.

Do you have your own copy of the plea agreement?

THE DEFENDANT: (Indicates.)

THE COURT: Are you holding up your copy of the plea agreement?

THE DEFENDANT: What he gave me, yeah.

THE COURT: And have you carefully read it?

THE DEFENDANT: I've read over it several different times, yeah.

THE COURT: And do you understand its terms?

[21] THE DEFENDANT: Pretty much.

THE COURT: Have you discussed this plea agreement with your standby lawyer?

THE DEFENDANT: The what?

THE COURT: Have you discussed the plea agreement with your standby lawyer, Mr. Kramer?

THE DEFENDANT: Just that one day.

THE COURT: All right. And does this plea agreement represent the entire understanding and agreement that you have with the government?

THE DEFENDANT: Yeah.

THE COURT: Has anybody given you any other or different assurance of any kind to try to get you to plead guilty in this case?

THE DEFENDANT: No.

THE COURT: Do you have any confusion or question about the plea agreement at this point?

THE DEFENDANT: No, not really.

THE COURT: All right. As I understand it, you are agreeing to plead guilty to the offense of unlawful carrying and having readily accessible a firearm on Capitol grounds. If I accept your guilty plea in this case, you could receive a maximum sentence of up to five years in prison. You would be subject to a term of supervised release of not more than three years.

[22] Supervised release means that if you're sent to prison, then upon your release, you would be on supervision under conditions and rules with which you'd have to comply. If you violate any of those conditions, you could be sent back to prison for an additional period of time.

If you plead guilty to this charge, it could also subject you to a maximum fine of \$250,000, and you'd be required to pay a Special Assessment of \$100. And if appropriate, you may be ordered to forfeit certain property to the government.

Mr. Class, do you understand the maximum punishment you could face if you decide that you want to plead guilty?

THE DEFENDANT: Yes.

THE COURT: Now, there are numerous factors, including complicated guidelines, that federal judges have to consider in determining an appropriate sentence in a criminal case.

A Sentencing Guidelines manual recommends specific sentencing ranges for specific offenses, and your criminal record, if you have one, and the nature of this offense are some of the factors that may influence what your recommended Sentencing Guideline Range may be.

A probation officer will conduct a presentence investigation and submit a written report on those factors [23] and other factors to me and to the attorneys, and your standby attorney will go over it with you. Both sides' attorneys will have chance to suggest changes to the report or object to portions of the report.

At the time of sentencing – can you hear me?

THE DEFENDANT: Well, you cut out for a minute, but go ahead.

THE COURT: All right.

At the time of sentencing, I will hear from both sides' attorneys, and I will determine what your recommended Sentencing Guideline Range is. Once I do

that, I have to consider a sentence within that recommended range, possible departures from that range, and the other sentencing factors. But I can never sentence you to more than the maximum punishment that I explained to you a little while earlier. Do you understand those things?

THE DEFENDANT: Yeah.

THE COURT: Have you and your standby counsel talked about the Sentencing Guidelines and how they might apply to your case?

THE DEFENDANT: No.

(Counsel conferred with defendant off the record.)

THE DEFENDANT: Oh. All right.

THE COURT: If you have your own copy of the plea agreement that you read and signed, I would invite you [24] to turn to page 2 of that agreement.

THE DEFENDANT: Okay. We got it.

THE COURT: Do you see near the bottom of that page what's called in, numbered paragraph 4, Sentencing Guidelines analysis?

THE DEFENDANT: Okay.

THE COURT: And then subparagraph A talks about estimated offense level under the Guidelines. Do you see that?

THE DEFENDANT: Yes.

THE COURT: Underneath that, you see abbreviation for U.S. Sentencing Guidelines and it cites certain sections: 2K2.5 and 3C1.1. Do you see that?

THE DEFENDANT: Yes.

THE COURT: Do you see that there's a total offense level calculated, estimated to be 8?

THE DEFENDANT: Okay. Yeah.

THE COURT: If you turn the page and look at page 3 of the plea agreement that you've read and have in front of you and go down to the paragraph –

MR. KRAMER: Your Honor, I don't –

THE DEFENDANT: You cut back out again. Start at – when you went to that page 3, start over again.

THE COURT: If you turn to page 3 and you go down to the subparagraph that's labeled "C, Estimated applicable [25] Guidelines Range." Do you see that?

THE DEFENDANT: Yep.

THE COURT: All right.

And then if you look at the first sentence on the second line, you see an estimated Sentencing Guideline Range that is spelled out in a number of months. Do you see that?

THE DEFENDANT: Yes.

THE COURT: Have you and your attorney, standby attorney, talked about the Sentencing Guideline Range and the estimated range?

THE DEFENDANT: Sort of hit and miss here. We talked, but we didn't really get into a whole lot.

THE COURT: Well, do you have an understanding about what the estimated Sentencing Guideline Range is?

THE DEFENDANT: It's supposed to be, what, zero to six months?

THE COURT: All right. That's what I wanted to know.

Now, I wanted you to know, though, that I will not be able to determine the ultimate recommended Sentencing Guideline Range for your case until after the presentence report has been completed and after you and your standby counsel and government counsel have had a chance to object to any facts or conclusions that have been drawn by the probation officer. Do you understand that?

[26] THE DEFENDANT: Yeah.

THE COURT: Now, indeed, the report may show, for example, that your criminal record is greater than it appears now or that other enhancements might apply that don't appear now and that your recommended Guideline Range could expose you to up to the maximum term under the statute of five years, not just

the six months that you heard about in the plea agreement. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: And the sentence imposed may be higher than any estimate that your attorney or the government may have made, or that this agreement talks about. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: Indeed, it could be as high as five years under the statute. Do you understand that?

THE DEFENDANT: Yeah.

THE COURT: Now, after I've decided what Guideline Range is recommended for your case, I still have the authority to impose a sentence that is more severe or less severe than the sentence called for by the Sentencing Guidelines. Do you understand that?

THE DEFENDANT: Yeah.

THE COURT: The government may have the right, just like you do, to appeal any illegal or improper sentence [27] that I impose. Do you understand that?

THE DEFENDANT: You said the government can?

THE COURT: If I impose an illegal sentence, the government may have a right to appeal that, just like you would have the right to appeal a sentence

that's illegal. That's what I was trying to get you to hear. Do you understand that?

THE DEFENDANT: Okay.

THE COURT: Do you understand that?

THE DEFENDANT: Well, yeah.

THE COURT: Okay.

Now, parole has been abolished. And if you are sentenced to prison, you will serve the sentence I impose, and you will not be released early on parole as used to be the case, but you may be subject to a possible reduction of any prison term for good time of up to 54 days a year. Do you understand that?

THE DEFENDANT: Okay.

THE COURT: Now, the offense to which you are proposing to plead guilty is a felony offense. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: If you plead guilty and I accept your plea and find you guilty of a felony, then such a finding may deprive you of valuable civil rights, such as the right [28] to vote, the right to hold public office, the right to serve on a jury, the right to possess any kind of firearm, and the right to be free from collection of DNA samples from you.

THE DEFENDANT: What's that last word?

THE COURT: DNA is the abbreviation for Deoxyribonucleic acid. It means sort of body samples. Have you heard of DNA before?

THE DEFENDANT: Yeah. They could take DNA at any time. I didn't understand.

THE COURT: Ordinarily, if you're not convicted of a felony and the government wants to take your DNA –

THE DEFENDANT: Yeah.

THE COURT: – you can tell them to go pound sand.

THE DEFENDANT: Okay.

THE COURT: When you're convicted of a felony, the government can then come to you and insist, "We want to take your DNA and keep it in our records."

THE DEFENDANT: Oh, all right.

THE COURT: That's what I was trying to say. Do you understand that?

THE DEFENDANT: Oh, yeah.

THE COURT: Now, under this plea agreement, you are giving up your right to appeal your conviction and challenge the sentence I impose, unless the sentence exceeds the statutory maximum of the Guidelines Range or you claim [29] newly discovered evidence or ineffective assistance of counsel. Do you understand that?

THE DEFENDANT: Yes.

THE COURT: If I do not accept any sentencing recommendation that may have been suggested in the plea agreement or ends up being made by the lawyers at sentencing, you would still be bound by your guilty plea, and you will not have a right to withdraw that guilty plea. Do you understand that?

THE DEFENDANT: Yeah.

THE COURT: Has anyone at all promised to you or suggested to you that I will give you a lighter sentence just because you're pleading guilty?

THE DEFENDANT: No.

THE COURT: Has anyone made any promises to you as to what sentence I will impose in this case if I accept your proposed guilty plea?

THE DEFENDANT: That – what you would impose? No.

THE COURT: At this time, I do not know what sentence I will impose in your case, because I've not yet heard from the probation office or from the lawyers so far. Do you understand that?

THE DEFENDANT: Yep.

THE COURT: Has anyone made any promises to you in [30] connection with your proposed guilty plea other than those contained in this plea agreement?

THE DEFENDANT: No.

THE COURT: Is there anything that you do not understand about this proceeding or about your proposed plea in this case?

THE DEFENDANT: No, not really. I pretty much got my – got an understanding what we've been doing for the last 18 months.

THE COURT: Is there anything you want to ask me or ask your standby lawyer before you make a decision about whether you want to plead guilty or whether you want to go to trial?

THE DEFENDANT: No. Like I said, I pretty much put my name on the document. I figured that was pretty much the end of it.

THE COURT: Well, I always have to make sure you understand what's going on before it ends, and that's why I was going through all of this.

THE DEFENDANT: Okay.

THE COURT: So are you ready now to make a decision about whether you want to enter a plea of guilty or whether you want to go to trial?

THE DEFENDANT: Oh, just plead guilty.

THE COURT: Are you pleading guilty voluntarily [31] and of your own free will?

THE DEFENDANT: Yeah.

THE COURT: Has anyone forced you or threatened you or coerced you in any way into pleading guilty?

THE DEFENDANT: No.

THE COURT: Are you pleading guilty because you are guilty and for no other reason?

THE DEFENDANT: All right. Yeah.

THE COURT: Is that a yes?

THE DEFENDANT: Yeah.

THE COURT: All right.

I'm satisfied that Mr. Class is fully competent and capable of making a decision today, that he understands the nature and consequences of what he's doing, that he is acting voluntarily and of his own free will, and there is an adequate factual basis for his plea. I, therefore, accept your plea of guilty.

Mr. Class, if you would like to have a seat now, you may have a seat.

I will now turn to the question I understand the lawyers want to discuss with me about any conditions of release.

If you want to stay there at the podium, you can. It might be easier if you have a seat and let me hear what the lawyers have to argue. Would you like to have a seat?

[32] THE DEFENDANT: Yeah.

THE COURT: You may have a seat.

And if at any time you can't hear the lawyers or me, please let us know, okay?

THE DEFENDANT: Yeah.

MR. KRAMER: Thank you, Your Honor.

As I mentioned to Your Honor yesterday, in light of the – now that the plea is entered and in light of what the parties believe, obviously, I recognize we could be wrong about the Guideline Range or what Your Honor determines is the Guideline Range, but we – obviously, we've been in this case for a long time, and the parties think that the range is zero to six months. And the government has agreed to recommend the lower part, which is obviously zero additional time, whether that be a probationary sentence from here on out or time served in a supervised release period from here on out.

Of course, that's – none of that is binding upon Your Honor. But in light of the government's recommendation that Mr. Class serve no further time, I would ask Your Honor to release him pending sentencing.

I talked with him at length about it, and he's assured me, and he's willing to assure Your Honor, that he will appear for the sentencing.

As I mentioned last time also, there's a friend of [33] his that has been in court every time and actually was here for the trial as well, who would be willing –

obviously, we didn't know what Your Honor's decision on this would be and we don't mean to take anything for granted. So if Your Honor was willing to release him, he would take Mr. Class to his house tonight, which is in Virginia.

And then tomorrow, he would arrange – he's already made arrangements, if Your Honor agrees to his release, to meet Mr. Class's wife down in Virginia where she would take Mr. Class and immediately take him home tomorrow.

THE COURT: Home to?

MR. KRAMER: High Shoals, North Carolina, where he was residing the entire time of the – however long the case – while the case was pending, until the time he did not appear for the trial.

And he is in the audience, Your Honor, and as I said, willing to take him to his house tonight and then ensure the transfer to Mr. Class's wife tomorrow, who would then immediately take him home.

And, Your Honor, obviously, a travel restriction to that district, it's just outside – well, I say "just outside," I think it's a half hour, 40 minutes outside of Charlotte. He was reporting to a Pretrial Services officer there in Charlotte. So that would be the district where – if Your Honor – to restrict his travel to that district and [34] report to that office in Charlotte.

THE COURT: Mr. Kramer, let me ask you this. Other than the comment I made yesterday, which is that you've sort of promised me one-way assurance

but not a round-trip assurance, what other alternatives have you considered?

And I ask this for one reason in particular.

My understanding is that the supervision that was provided earlier while Mr. Class was under the high-intensity supervision program was done as a courtesy by that district in North Carolina. My understanding is that that district is unwilling to continue to extend that courtesy.

MR. KRAMER: I had no idea – this is the first I've heard of that, obviously so . . .

THE COURT: I will have to confirm whether that's still the case. But I understood that there was some point before now where that district had decided it had run out about all the courtesy it was prepared and willing to extend. And so I guess I'm just asking you what, if any, other alternatives have you discussed?

MR. KRAMER: I haven't. And, again, I didn't even know the part that earlier they had expressed. It was certainly never in any of their Pretrial Services reports that were received.

THE COURT: Uh-huh.

[35] MR. KRAMER: So he has a wife who, I think, we actually scheduled the trial a little later because she had had some surgery. So she has some serious medical problems. And so I hadn't – if Your Honor was to release him, I mean, his intent was to go back

and – obviously, he has his own medical problems, but she has more serious ones. And the intent was for him to go home and take care of her until the sentencing. And then, hopefully, at the sentencing, given the government’s recommendation, he would be able to continue to do that. So I hadn’t considered any, because I had no idea there was a problem.

I mean, the only other thing I can suggest is that he – that Your Honor allow him to go home, and he would be perfectly willing to phone in, frankly, every day to the Pretrial Services office here in D.C. That would be an alternative that I could see, if they weren’t willing to have him even – I’m unclear if it’s just the fact of having him phone in there or if it’s – it was the ankle bracelet that they were – because that –

THE COURT: Well –

MR. KRAMER: – of the supervision. I don’t know which part they weren’t willing to continue or the entire part.

THE COURT: I’m not sure that I parsed out or understood that there was a parsing out.

[36] The high-intensity supervision program generally requires a number of things: Wearing the ankle bracelet, making home visits to assure that there were no weapons, contact of some kind, potentially calls. I think it may have involved some or all of those issues that posed problems for that district’s supervision.

MR. KRAMER: I know that it – the Classes have very little money, and I know that at some point

Your Honor lowered the amount of money they were responsible for on the – from \$100 to \$50 a month, and even that was stretching them. And I don't know if that entered into also the [sic] North Carolina not wanting to supervise him anymore since they weren't paying the full expense of that supervision too. So if that was the case, I mean, it's just that they don't have the money, frankly.

THE COURT: I don't know anything about that, but I probably want to hear from you all about other alternatives, given what I understand to be a difficulty with that district continuing to agree to supervision as a courtesy.

Part of the other – your argument is that we face a circumstance where the Guidelines are zero to six. If that's true, government is presumably going to come in and ask for zero, if it ends up being zero to six; and it would call into the wisdom of Mr. Class remaining in D.C. in [37] custody, all valid arguments.

One principal concern, obviously, is that I don't know yet about the round-trip promise. I'd want to see if there's a circumstance that would build in some incentive for that round trip. You mentioned a gentleman who was kind enough to come and be present and to transport Mr. Class at least back to Virginia for one night.

That gave me the thought of having some kind of an unsecured promissory bond that would subject the gentleman to some kind of monetary forfeiture should Mr. Class not return. Alternatively, a release into the –

or, in addition, alternatively, released into the custody of the gentleman's – into the custody of the gentleman to stay up here until we have to return.

So I'm just generating thoughts about what potential alternatives there might be and that might be worthy of pursuit.

MR. KRAMER: Could I have a moment to talk to him, Your Honor?

THE COURT: Absolutely.

MR. KRAMER: Thank you.

THE COURT: Both to Mr. Class and the gentleman who was kind enough to show up.

(Counsel conferred with defendant off the record.)

MR. KRAMER: Your Honor, I talked to – his name [38] is Robert Hoff, H-o-f-f. He is willing to sign a surety bond. He did – I mentioned the figure of \$1,000 as a possibility. He said he would be perfectly willing to sign a surety bond for that amount of money for Mr. – to ensure Mr. Class's appearance.

And I know that Mr. Class is prepared – and I understand Your Honor's trepidation, but I know that he's willing to give Your Honor his word. I asked him specifically about it, that he will show up for the sentencing.

THE COURT: All right. Thank you.

Mr. Pearlman.

MR. PEARLMAN: I guess Your Honor had discussions with the Pretrial officer. Is there any more information Your Honor can provide about what the view of the Pretrial office down in North Carolina actually is?

THE COURT: There is, and I'll expect to call them up, but I'd be happy to hear your view.

MR. PEARLMAN: What?

THE COURT: Yes, there is. I'll be calling him up, but I'm asking you for your views about conditions of release, if any.

MR. PEARLMAN: I'm asking for the same conditions that – I don't oppose him being released from the D.C. jail and being returned in a quick manner to his home in North [39] Carolina.

I would ask for the same conditions that he had when he was awaiting trial in October, which would include the ankle bracelet, but I don't know if that's possible or not.

THE COURT: All right. Thank you.

I will invite the Pretrial Services officer to come forward and update us on anything you know.

PRETRIAL SERVICES: Definitely, Your Honor. Thank you again. This is Vaughn Wilson with Pretrial Services.

As the Court is aware, we made numerous calls to the Western District of North Carolina to – I'm sorry –

I'm sorry – to ascertain if they would accept the defendant back on courtesy supervision. They were unwilling to do so at a certain point, with some assertion they were – they said they would consider placing him back on GPS, and so that's where we are right now.

They want Mr. Class to know that, as part of your conditions of release, you will maintain the GPS bracelet. There will also be numerous home visits. And they would like for you to comply when there is an officer at your home. And if you're required to come in for any visit, that you are readily available to comply with those conditions of release.

[40] From what I understand, it was a bit frustrating in the beginning to try to have Mr. Class comply. When they went to the home, it was a bit frustrating. He didn't seem too enthused about them being here.

So that was one of their issues with placing him back on electronic monitoring. But they agreed to do so, Your Honor, with other conditions as well, and I believe you do have the order, Your Honor.

THE COURT: All right. Thank you very much. I appreciate it.

What I'm going to do is do two things. I'm going to grant the request that Mr. Class be released, and I'm going to do so under the following conditions: I'm going to reinstate the conditions that are imposed under the high-intensity supervision program. He will have to report as directed to the United States Pretrial Services Agency for the Western District of North Carolina, and

live at the address provided earlier in the case. He will be prohibited from possessing any firearms or destructive devices or other weapons. And any firearms have to be surrendered within 24 hours of his return to North Carolina.

He's to stay in North Carolina unless he comes up to D.C. for court matters. And he's to stay outside of the District of Columbia, unless he's ordered to be back here.

He will be required to have the ankle bracelet [41] placed back on him and be subject to GPS location monitoring, and pay amounts anywhere from 50 to \$100 for that monitoring, as he's able to, and comply with any request from the Pretrial Services office for a list of any weapons that he may have.

I'll also impose an unsecured surety bond upon the gentleman who was kind enough to come up to agree to take you back to Virginia and assure your return to North Carolina. And I assume he's also, or someone will be, assuring that you're back here for sentencing.

I'll also hear from you, if you wish to say anything more, Mr. Class, and we will set a date for that sentencing in just a moment.

But having announced what those conditions are, if you wanted to respond in any way, I'll let you do that now. If you don't want to say anything, that's fine as well.

THE DEFENDANT: All right. I'll just sit still.

THE COURT: All right.

But just a word from this bench.

The Pretrial Services officers have an obligation. If they come to the house and they have to do the job just to check on you and to check on weapons and so forth, you don't want to get in any trouble, just let them come in and let them do their job. Everything will be fine until you come back up here.

[42] THE DEFENDANT: (Raised hand.)

THE COURT: Yes, sir.

THE DEFENDANT: Oh, I never had any problem with Jarold Patton. He's always welcome in the house; he's walked up through. I've always called him on Wednesday at about 9:00 in the morning. So I never had any problems with him.

The only thing that we may have had is the monitor may have got jiggled because my wife, being wobbly, bumped up against where we were sitting at, or my granddaughter playing, bumping up against it. Other than that, I don't know whatever issues we had.

THE COURT: Well, I'll take you at your word, but you'll probably have a different officer supervising you this time. And whoever that is, just let the officer do his or her job, and you'll be fine. It sounds like that office had a different view from the view you have, but you got a new shot.

As long as you do what you're supposed to do and you comply with these conditions and you let the Pre-trial Services officers do what they have to do, you'll be fine, because you don't want to be back in a situation where we have to issue another warrant for you to bring you back up here in chains. I don't want that, you don't want that, I'm sure your wife doesn't want that.

[43] THE DEFENDANT: No.

THE COURT: So let everybody do what they have to do, comply with the conditions, and we'll be back here fine.

THE DEFENDANT: All right. No problem.

THE COURT: All right. You can have a seat. Counsel, let me ask you all to come up and we'll do some scheduling.

What I'd like to do is to schedule sentencing for February 4th, order a presentence investigation, where we'll have a final one due by January 23rd, and a deadline for all sentencing memos and other motions due by January 30th. How does that work for you all?

MR. PEARLMAN: That's fine for the government. Is that a Monday?

THE COURT: The 9th of February.

MR. KRAMER: Did you say the 4th of February? I'm sorry. Did you say the 4th or the 9th?

THE COURT: I meant to say the 9th, if I said the 4th, but that is a Monday.

MR. KRAMER: The 9th is fine, I'm sorry. Yeah, I thought it was the prior week. The 9th is perfect. Thank you.

MR. PEARLMAN: What time on the 9th?

THE COURT: 10 a.m.?

MR. PEARLMAN: Thank you, Your Honor.

[44] THE COURT: All right. We'll schedule sentencing for February the 9th, 2015, at 10:00 a.m.

I'll order a presentence report – presentence investigation, with a final report due on January 23rd, and any motions to be filed will have to be filed by January 30th, all of those in the year of 2015.

We'll order conditions of release under the High Intensity Supervision Program.

I'll also order that an unsecured surety bond be imposed in the amount of \$1,000, naming –

MR. KRAMER: Robert H-o-f-f, Hoff.

THE COURT: – Mr. Robert Hoff. And we'll have to have him come forward to execute that as well.

Mr. Smith.

(Pause)

MR. KRAMER: And, Your Honor, just – I think Your Honor indicated it was okay, but I just want

to check and make sure that, tonight and into tomorrow, he can stay in the District of Virginia, Eastern District of Virginia until he meets his wife. And then by tomorrow, he'll be back home.

I know Your Honor had ordered to keep – I mean, ordered that he be in the, I guess, that's the Western District of North Carolina. But at least for tonight and tomorrow.

[45] THE COURT: Yes. I'll allow that period for transport between here and North Carolina.

MR. KRAMER: Thank you.

Is that it for Mr. Hoff, Your Honor?

THE COURT: As soon as I look at the form, it may be.

DEPUTY CLERK: Mr. Class.

THE COURT: Thank you, Mr. Hoff.

DEPUTY CLERK: Mr. Class, would you stand, please. Step forward and raise your right hand.

Raise your right hand, please.

(Defendant is placed under oath.)

DEPUTY CLERK: Thank you.

THE COURT: All right. Mr. Class, you are due back in court, as it indicated on that form, on February 9th, 2015, at 10:00 a.m. If you fail to appear as required, it's a separate criminal offense for which you

could be prosecuted and sentenced to imprisonment. All of the conditions on which you're being released continue to apply until that time, and penalties for violating those conditions can be severe.

If you commit any crime while you're on release, it could subject you to more severe punishment than you would have received for that crime if you had not been under release conditions. Do you understand those things?

[46] THE DEFENDANT: Yes.

THE COURT: Counsel, anything further we need to take up?

MR. KRAMER: No, Your Honor.

THE COURT: Anything further?

MR. PEARLMAN: No, Your Honor.

THE COURT: All right. Thank you very much, and you may be excused. We'll see you back in February.

THE DEFENDANT: Okay.

THE COURT: All right.

(Proceedings concluded at 3:25 p.m.)

[47] CERTIFICATE

I, William P. Zaremba, RMR, CRR, certify that the foregoing is a correct transcript from the record of proceedings in the above-titled matter.

Date: October 28, 2015 /S/ William P. Zaremba
William P. Zaremba,
RMR, CRR

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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UNITED STATES)	
OF AMERICA,)	
)	
v.)	Criminal Action
)	No. 13-253 (RWR)
RODNEY CLASS,)	
)	
Defendant.)	
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ORDER

(Filed Jan. 28, 2015)

Pro se defendant Rodney Class has submitted what can be liberally construed as a motion to dismiss the superseding indictment to which he pled guilty.¹ From what can be discerned from the rambling text, he appears to make at best the following arguments: 1) The prosecutor and his stand-by appointed counsel did not proceed in good faith by having him plead guilty in a case that originally included a charge under a statute that was held unconstitutional; and 2) “Rodney Class” is an artificial entity and not an actual, living party. Def.’s Mot. for Discharge & Termination at 1-3.

¹ Although the defendant has been barred from filing documents on the docket unless they are reviewed and submitted through stand-by counsel, see 9/23/14 Order, the court will grant leave to have this document filed.

