

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA	:	Case Nos. 3:11CR192 (JCH) and
	:	3:13CR65 (JCH)
v.	:	
	:	
KWAME NKURUMAH	:	August 29, 2013
a.k.a. Roger Woodson	:	

GOVERNMENT’S SENTENCING MEMORANDUM

The United States submits this memorandum to aid the Court in the upcoming sentencing of the defendant, Kwame Nkrumah (the “defendant” or “Nkrumah”), which is scheduled for September 12, 2013, at 11:30 a.m. On May 14, 2013, Nkrumah entered guilty pleas in two separate mortgage fraud prosecutions: conspiracy to commit mail, wire, and bank fraud 3:11CR192, and conspiracy to commit mail and wire fraud in 3:11CR65. As this memorandum explains, while Nkrumah’s conduct was distinct in each conspiracy, together they demonstrate that he was and is a hardened criminal whose prior lengthy prison sentences did not deter him from committing the instant, serious frauds. Accordingly, the government believes a Guideline sentence at or near the top of the parties’ agreed-upon range of 46 to 57 months is necessary to effectuate the purposes of 18 U.S.C. § 3553(a), particularly those of specific deterrence, just punishment, protecting the public from further crimes of the defendant, and promoting respect for the law.

I. Offense Conduct and Relevant Conduct

The Pre-Sentence Report (“PSR”) and the stipulation in the parties’ plea agreement accurately summarize the defendant’s offense and relevant conduct, and the government will not restate them here. *See* PSR ¶¶ 6-35; Plea Agmt. at 12-13. As summarized in Exhibit 1, Nkrumah’s conduct in these cases extended to seven fraudulent transactions over a six-month time period. He helped obtain over \$1.7M in fraudulent mortgages that resulted in a losses of over \$1.2M. *See* Ex. 1. Through his crimes, Nkrumah obtained more than \$113,000 in illicit proceeds. *Id.*

II. The Guidelines Calculation

A. The Plea Agreement and PSR

In the parties' plea agreement, the government and Nkrumah stipulated that the applicable Guideline offense level is 21. Under the Sentencing Guidelines effective November 1, 2012, the parties agreed that the grouping rules of U.S.S.G. Ch. 3 Pt. D applied and that the two counts of conviction should be grouped under U.S.S.G. § 3D1.2(d). The base offense level for conspiracy to commit mail, wire, and bank fraud under U.S.S.G. § 2B1.1(a) is 7. Sixteen levels are added under U.S.S.G. § 2B1.1(b)(1)(I) because, as the parties agreed in the plea agreement, the loss reasonably foreseeable to Nkrumah exceeded \$1,000,000. Plea Agmt. at 6, 12 ¶ 6, 13 ¶ 3.

For 3:11CR192 (JCH), three levels are added under U.S.S.G. § 3B1.1(b) because the defendant was an organizer, leader, manager, or supervisor in that offense. For 3:13CR65 (JCH), two levels are subtracted under U.S.S.G. § 3B1.2(b) because the defendant played a minor role in that offense. *See* U.S.S.G. § 3D1.3 appl. n.3 (“Determine whether the specific offense characteristics or adjustments from Chapter Three, Parts A, B, and C apply based upon the combined offense behavior taken *as a whole*.” (emphasis added)); *see also United States v. Eng*, 14 F.3d 165, 170-71 (2d Cir. 1994) (directing sentencing courts to “consider more than just a defendant’s conduct on a particular count” in assessing role adjustments). With a three-level reduction for prompt acceptance of responsibility under U.S.S.G. § 3E1.1, the parties agreed that the total adjusted offense level is 21. Plea Agmt. at 6.

The PSR found, and the government agrees, that the defendant is a criminal history category III. PSR ¶ 64.¹ Thus, Nkrumah’s resulting advisory Guidelines range is 46 to 57

¹ The PSR indicates that the defendant was convicted in 1994 of two counts of arson in the first degree and received a 25 year sentence for each count, to be served concurrently. PSR ¶ 62. To the extent this Court determines that the defendant is eligible for one additional criminal history category point under U.S.S.G. § 4A1.1(e), thereby resulting in a total of seven criminal history category points and a Criminal History Category IV, the government would move for a departure under *United States v. Fernandez*, 443 F.3d 19 (2d Cir. 2006), and the parties’ plea agreement to reduce the defendant’s criminal history to Criminal History Category III.

months in prison and an effective supervised release term of two to five years. *Id.* ¶¶ 82, 84.

III. Application of Factors Under 18 U.S.C. § 3553(a)

Section 3553(a) provides that the sentencing “court shall impose a sentence sufficient, but not greater than necessary, to comply with the purposes set forth in paragraph (2) of this subsection,” and then sets forth seven specific considerations:

- (1) the nature and circumstances of the offense and the history and characteristics of the defendant;
- (2) the need for the sentence imposed—
 - (A) to reflect the seriousness of the offense, to promote respect for the law, and to provide just punishment for the offense;
 - (B) to afford adequate deterrence to criminal conduct;
 - (C) to protect the public from further crimes of the defendant; and
 - (D) to provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner;
- (3) the kinds of sentences available;
- (4) the kinds of sentence and the sentencing range established [in the Sentencing Guidelines];
- (5) any pertinent policy statement [issued by the Sentencing Commission];
- (6) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and
- (7) the need to provide restitution to any victims of the offense.

Here, a thorough review of the § 3553(a) factors counsels that a Guidelines sentence at or near the top of the 46 to 57 months in prison is appropriate and just.

A. Nkrumah’s Lengthy Criminal History, Including Multiple Convictions for Crimes of Violence and Controlled Substances, Justify a Sentence at or Near the Top of the Guideline Range.

As the PSR indicates, Nkrumah, who is 57 years old, has a lengthy criminal record that spans four decades and that began when he was approximately 15 years old. According to the PSR, Nkrumah has already amassed 10 prior criminal convictions. PSR ¶¶ 54-63. These convictions range from relatively minor offenses, including using a motor vehicle without permission, *see* PSR ¶ 54, to a string of serious—and increasingly dangerous—felonies, including two separate federal narcotics convictions and one set of arson-for-profit convictions. PSR ¶¶ 60-62. In 1979, Nkrumah was convicted after a federal jury trial in the Western District of New York for conspiring to import and distribute heroin, including receipt of one pound of heroin in October 1978. PSR ¶ 60. He received a sentence of 12 years in prison (of which he served approximately 4 years)² and 15 years of special parole. *Id.* Three years later, in 1982, Nkrumah was convicted in this District for participating in a large-scale conspiracy to import “pure white Asian heroin.” PSR ¶ 61. Notably, his 24-month prison sentence was to be served concurrently with his WDNY sentence. *Id.*

In 1989, while the defendant was on federal supervised release, the defendant committed an arson for profit when he burned down 132 Lamberton Street in New Haven, a house he owned. Ex. S1 at USAO-00526.³ Law enforcement responders reported that there were several individual fires in the house and detected a heavy odor of petroleum. *Id.* At the time of the arson, according to his state presentence report, the defendant was “rehabbing houses ‘under-the-table.’” *Id.* at USAO-00530. In 1994, the defendant was tried and convicted for two counts of

² According to his state presentence report filed under seal as Exhibit S1, Nkrumah was sentenced to 12 years on October 7, 1982 and was discharged four years later on October 10, 1986. He was on parole until April 12, 1990. *See* Ex. S1 at USAO-000529.

³ In a decision concerning the arson case, the Connecticut Supreme Court noted that the defendant “was in the business of buying, renovating and reselling real estate.” *State v. Roger Woodson*, 629 A.2d 386, 388 (Conn. 1993). “He claimed to own several properties with his mother,” including the house at 132 Lamberton Street. *Id.*

arson in the first degree and one count of insurance fraud. In the state's presentence report written in connection with these convictions, the probation officer observed that Nkrumah

appears before the Court with a lengthy felony and misdemeanor record. It is of note that the offender, although sentenced in 1982 to twelve years incarceration for illegal narcotic trafficking, only spent four years behind bars and of note, too, the offender currently has a Violation of Federal Probation charge pending against him. It would seem apparent that neither probation nor the length of time the offender has spent in both state and federal incarceration facilities have acted as a catalyst to change his behavior. The offender's behavior appears to be motivated by greed and to make quick money without hard work for same. It is therefore felt that a considerable amount of incarceration time is warranted

Ex. S1 at USAO-000531. Nkrumah received a 25 year sentence on each count, to be served concurrently.⁴ While Nkrumah was serving this sentence, he received nine disciplinary actions for gambling, causing disruption, disobeying a direct order, contraband Class B, violation of unit rules, fighting and interfering with safe security. He received a total of 36 days in punitive segregation and 30 days loss of good time. PSR ¶ 62; Ex. S2.

The defendant was released from state custody on September 1, 2004 and was discharged on parole until April 3, 2009. PSR ¶ 62; Ex. S3. The 2006 and 2007 conduct in the instant case, therefore, occurred while Nkrumah was under state parole.

It appears that approximately one month after the defendant came off of parole, on May 4, 2009, the defendant was charged with breach of peace and threatening. According to police reports, the defendant got into a verbal altercation with a tenant at 218 Spring Street in New

⁴ In reviewing the defendant's challenge to his arson and insurance fraud sentence, a three-judge state court panel emphasized the defendant's prior criminal history as well as the seriousness of his conduct:

[W]e find a multiplicity of prior offenses in two states and in federal and state courts. We note that the probation that the petitioner is presently on from federal court shows that he was convicted of a sale of narcotics that involved the importation and distribution of heroin from Thailand into the city of New Haven. Further as the trial court noted, the danger to the firefighters entering a burning building was extreme which indicated the petitioner had an indifference to human life that was based upon a quest for an insurance profit.

Ex. 7 at 2-3.

Haven. PSR ¶ 62; Ex. S4. The defendant claimed that he owned the property and tried to collect rent from the tenant. When the tenant refused and indicated that he had already paid his rent, the defendant is reported to have said in a threatening manner: “I’ll get my nephew up here to get the rent out of you, you get what I mean.” Ex. S4. The defendant then reportedly told the tenant: “you don’t want any part of me . . . you don’t want to go down that road with me son I’ve already lived that life[.] I was an American gangster, I’ve been in Federal Prison and you don’t want any part of that with me, you get what I’m saying.” *Id.* For this incident, the defendant plead guilty to two misdemeanor counts and received a suspended jail sentence and a two year conditional discharge. PSR ¶ 62.

Nkrumah’s criminal history spans four decades in two different states and encompasses both federal and state convictions. Indeed, it appears that, had the instant crimes been crimes of violence, he might have been eligible—by virtue of his narcotics and arson convictions—for career offender status under the Sentencing Guidelines.

More troubling is the fact that Nkrumah has a demonstrated history of committing crimes while under court supervision. The defendant committed arson and insurance fraud while under federal court supervision for his narcotics distribution convictions. And the instant convictions were committed while the defendant was under probation from his arson and insurance fraud convictions. Despite long periods of incarceration, the defendant appears to have been undeterred from committing further criminal conduct. Indeed, over 20 years ago, the state probation officer remarked of Nkrumah: “It would seem apparent that neither probation nor the length of time the offender has spent in both state and federal incarceration facilities have acted as a catalyst to change his behavior. The offender’s behavior appears to be motivated by greed and to make quick money without hard work for same.” As his pleas in the current case attest, this statement remains powerfully true today. Accordingly, a sentence at or near the top of the Guideline range of 46 to 57 months in prison would properly account for Nkrumah’s long and serious criminal history.

B. The Serious Nature and Circumstances of Nkrumah’s Crimes Also Weighs in Favor of a Top-of-the-Range Guideline Sentence.

In the context of Nkrumah’s extensive criminal history, his participation in two overlapping mortgage fraud conspiracies—both committed while he was on state probation—is all the more serious. While his crimes in this case, unlike his prior felonies, did not involve violence or threats of force, they nevertheless reflect his long connection with fraud associated with New Haven real estate. *See* Ex. S1 at USAO-00530 (noting that, in connection with the 1989 arson of 132 Lambertson Street, New Haven, Nkrumah was “rehabbing houses ‘under-the-table.’”). And notably, the defendant’s conduct in the 3:11CR192 conspiracy reflected cunning and attention to detail and featured multiple fake documents and false representations. None of the fraudulent transactions involved in this conspiracy was executed in the same way. *See* PSR ¶¶ 8-30. In fact, each transaction involved different methods, whether it was a false down payment, a secret contract addendum, or out-of-closing payments to co-conspirators.

Thus, for example, in the 3:11CR192 conspiracy, Nkrumah used contract addenda that effectively lowered the selling price of a house. *See* PSR ¶¶ 10, 12; Exs. 3, 4. He also used fake documents, including false leases, in support of his crime. *See* PSR ¶ 13; Ex. 5 (listing as purported witness “Oshkosh Garun”). At or after closing, Nkrumah paid thousands of dollars under the table to his co-conspirators, including Ronald Hutchison and Jacques Kelly. *See* PSR ¶¶ 21, 29; Ex. 6. He used his then-fiancé as a straw seller as part of the scheme to funnel the fraudulently obtained proceeds back to him. *See* PSR ¶¶ 16, 20, 23, 28. In all, Nkrumah enriched himself of over \$113,000. *Id.* ¶¶ 15, 20, 28.⁵

In contrast, in the 3:13CR65 conspiracy, Nkrumah provided seven fraudulent employment verifications for Individual #1 to purchase multiple properties in New Haven. Nkrumah falsely represented to mortgage lenders that Individual #1 worked at All World Realty

⁵ Accordingly, the government respectfully requests that a forfeiture order in the amount of \$113,080.41 be entered as part of Nkrumah’s judgment. *See* Ex. 1 (“Gain”). The higher forfeiture amount cited in the plea agreement is incorrect because of a mathematical error.

Enterprises, a company Nkrumah owned and operated. Nkrumah provided the verifications in both verbal and written form. *See* PSR ¶¶ 31-35. Individual #1 obtained the mortgages, the houses went into foreclosure, and the losses stemmed from this conspiracy exceeded \$600,000. *See* Ex. 1. Although the government has no information that Nkrumah personally profited from his participation in the 3:13CR65 conspiracy, his conduct in these scheme is different from his leadership role in the 3:11CR192 conspiracy. In the former, Nkrumah acted as a verifier for others, while in the latter, he acted as the agent/seller for the transactions. Yet both schemes evidence Nkrumah's familiarity with the loan origination process and the myriad ways he was able to successfully defraud mortgage lenders.

C. The Sentence Must Promote Respect for the Law, Provide Just Punishment, and Protect the Public.

A sentence at or near the top of the 46 to 57 month range would also serve to further § 3553(a)'s goal of providing just punishment for Nkrumah and promote the public's and victims' respect of the law. In addition, such a Guideline sentence would help protect the public from any further crimes from Nkrumah after he is released because he has a demonstrated pattern of recidivism. Conversely, a below-Guidelines sentence or a sentence at or near the bottom of the Guideline range would send the opposite message: that a serial criminal offender who participated in two mortgage fraud conspiracies can nevertheless get a relatively lenient sentence despite failing to learn from his past conduct and terms of incarceration. Such a sentence would *not* be sufficient to serve § 3553(a)'s purposes and in fact would undermine them.

D. A Sentence at or Near the Top of the Guideline Would Specifically Deter Nkrumah From Committing Further Crimes and Provide Important General Deterrence.

There can be little question that Nkrumah needs specific deterrence from committing any further crimes. In that vein, not only is a term of imprisonment at or near the top of the Guideline range appropriate, but a maximum term of supervised release—5 years—would also be proper given the defendant's past conduct.

In addition, a Guideline sentence here would provide general deterrence to those who are committing or contemplating fraud, and in particular mortgage fraud. The need for general deterrence in this case is much more than just conceptual. Mortgage fraud, particularly on the scale and scope that Nkrumah committed, has long-lasting impacts on multiple groups of people and businesses in the community. Indeed, in this case, Nkrumah's conduct impacted not only the victim lenders, but also the individual homeowners whom he convinced to quitclaim their houses to him or to sell their houses to Nkrumah's co-conspirators to advance the fraud. *See* PSR ¶¶ 12-14, 17-18, 22-25. Thus, those who commit mortgage fraud—particularly those who, like Nkrumah, have criminal histories—should know that they will be prosecuted and, if convicted, go to prison for a significant period of time.

E. Full Restitution is Mandatory and Should Be Ordered.

As part of the plea agreement, Nkrumah agreed to make restitution to the victims of his crimes to be joint and several with those of his co-defendants. Plea Agmt. at 3. Pursuant to 18 U.S.C. § 3663A, a restitution order is mandatory in this case. As summarized in the attached Exhibit 2, the government proposes that the judgment include a restitution order in the amount of \$2,939.67, to be made joint and several with any other co-defendants who are ordered to make payments in connection with the listed transaction.

Although Nkrumah is responsible for restitution in other fraudulent transactions, the government has determined that, with respect to each of those other transactions, either the victim was made whole through other means (such as insurance or other remedies) or else the victim did not respond to the government's good faith and diligent efforts to obtain restitution figures from them in connection with Nkrumah's sentencing. As such, the government is *not* seeking at this time restitution for any other transactions other than in connection with 147 Lloyd Street as indicated in Exhibit 2.

F. The Court's Conditions of Supervised Release Should Help Ensure That Nkrumah Does Not Avoid His Obligation to Pay Forfeiture and Restitution.

As discussed above, the government believes that the maximum term of supervised release following incarceration, five years, is necessary. In addition, the government respectfully requests that, as conditions of his supervised release, the Court impose the following:

1. The defendant is prohibited from extending or obtaining lines of credit without the prior approval of the U.S. Probation Office until his forfeiture and restitution obligations are paid in full.
2. The defendant is required to provide the U.S. Probation Office with access to requested financial information, including the financial information of any partnership, corporation, or LLC in which he has an interest.

CONCLUSION

The defendant participated in two overlapping mortgage fraud conspiracies in spite of his long and sometimes violent criminal history. For the reasons stated above, the Court should impose a sentence at or near the top of the Guideline range of 46 to 57 months in prison, a 5-year term of supervised release, a forfeiture order in the amount of \$113,080.41, restitution in the amount of \$2,939.67 (as proposed in Exhibit 2), and the proposed conditions of supervised release.

Respectfully submitted,

ERIC H. HOLDER, JR.
UNITED STATES ATTORNEY GENERAL

PAUL J. FISHMAN
UNITED STATES ATTORNEY
DISTRICT OF NEW JERSEY

_____/s/_____
DAVID T. HUANG
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CERTIFICATE OF SERVICE

I hereby certify that on August 29, 2013, a copy of the foregoing GOVERNMENT'S SENTENCING MEMORANDUM was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System. In addition, a copy of the foregoing was e-mailed to:

Raymond Lopez, Senior United States Probation Officer

_____/s/_____
DAVID T. HUANG
ASSISTANT UNITED STATES ATTORNEY

Ex. 1

KWAME NKRUMAH PROPERTIES

<u>BORROWER</u>	<u>ADDRESS</u>	<u>MORTGAGE CO.</u>	<u>Date of Mtg.</u>	<u>Mortgage Amount</u>	<u>F/C SALE PRICE</u>	<u>Estimated Loss</u>	<u>Gain</u>	
Ronald Hutchison	9 Fillmore Street, NH	Countywide	12/15/2006	\$247,000	\$50,000	\$197,000	\$3,100.00	
<i>Individual #1</i>	<i>418 Shelton Ave., NH</i>	<i>Novastar Mortgage Inc</i>	<i>12/18/2006</i>	<i>\$261,000</i>	<i>\$57,200</i>	<i>\$203,800</i>		
<i>Individual #1</i>	<i>451 Howard Ave. NH</i>	<i>First Bank</i>	<i>1/9/2007</i>	<i>\$290,000</i>	<i>\$91,500</i>	<i>\$198,500</i>		
<i>Individual #1</i>	<i>311 Greenwich Ave., NH</i>	<i>Accredited Home Lenders</i>	<i>1/31/2007</i>	<i>\$230,000</i>	<i>\$27,000</i>	<i>\$203,000</i>		
<i>Individual #1</i>	<i>73 Lilac St., NH</i>	<i>Countrywide</i>	<i>3/29/2007</i>	<i>\$251,750</i>	<i>\$0</i>	<i>\$0**</i>		
Jacques Kelly	115 Lloyd Street, NH	First Central Savings	4/11/2007	\$238,500	\$38,500	\$200,000	\$58,430.29	
Jacques Kelly	147 Lloyd Street, NH	Sterling Empire Funding	5/14/2007	\$238,500	\$34,500	\$204,000	\$51,550.12	
			Total	\$1,756,750	3:11CR192 Loss	\$ 601,000		
					3:13CR65 Loss	\$ 605,300		
					Total	\$ 1,206,300	\$113,080.41	
* Unshaded properties = 3:11CR192 Conspiracy								
* Shaded properties = 3:13CR65 Conspiracy								
** No estimated loss because the property burned down after foreclosure proceedings were initiated. The victim, Countrywide, recouped losses through insurance and dismissed the foreclosure action.								

Ex. 2***U.S. v. Kwame Nkrumah , 3:11CR192 (JCH): Proposed Restitution Amounts***

Property Address	Victim Lender	Lender Address	Actual Losses (including interest and expenditures)	Credits	Restitution Amount
147 Lloyd Street New Haven, CT	Fannie Mae	Fannie Mae Attn: Accounting Ref: Loan No. 1703966154 14221 Dallas Parkway, Suite 100 Dallas TX 75254	\$258,776.88	\$255,807.21	\$2,939.67

Total**\$2,939.67**

ADDENDUM TO CONTRACT

This addendum is part of the : X Purchase Agreement _ Sale Agreement _ Exchange Agreement
Lease attached contract
dated as of the 27TH day of NOVEMBER, 2006 by and between the
BUYER(s) RONALD HUTCHINSON (and or assigns) and
SELLER(S) FILMORE HOUSING LLC
on the property legally described as: 2 FAMILY HOUSE

Located at the PROPERTY ADDRESS of: 9 FILMORE STREET
CITY: NEW HAVEN STATE CT ZIP 06511

This addendum contains the following ADDITIONAL TERMS AND CONDITIONS which are attached to and made an integral part of the above Deposit Receipt and purchase Agreement as follows:

- (1) SELLER agrees To receive From Buyer 225,000 minus seller's Ad Justments at Closing.
- 2) SELLER agrees To give said Buyer 2,000 To repair property at closing
- 1) SELLER agrees To PAY Kwame Nkrumah A Finder Fee OF 2,500 at closing
- 1) Buyer agrees To PAY Kwame Nkrumah 3,500 A Finder Fee at closing.
- 1) SELLER agrees

Having read the foregoing I/we, the undersigned, hereby ratify, approve, accept, confirm, and acknowledge the same to be part of our Deposit Receipt and purchase Agreement

WITNESS AS TO BUYER(S) Talia Jackson

Date signed by Buyer(s) NOV 27, 2006

Signature of Buyer(s) Rudolph Hill

WITNESS AS TO SELLER(S): Shamm Smith

Date Signed by Seller(s): Nov 27, 2006

Signature of Sellers(s) FHLLC

ADDENDUM TO CONTRACT

This addendum is part of the : Purchase Agreement _ Sale Agreement _ Exchange Agreement _ Lease attached contract .
dated as of the 17TH day of NOVEMBER, 2006 by and between the
BUYER(S) RONALD HUTCHINSON (and or assigns) and
SELLER(S) FILMORE HOUSING LLC
on the property legally described as: 2 FAMILY HOUSE

Located at the PROPERTY ADDRESS of: 9 FILMORE STREET
CITY: NEW HAVEN STATE CT ZIP 06511

This addendum contains the following ADDITIONAL TERMS AND CONDITIONS which are attached to and made an integral part of the above Deposit Receipt and purchase Agreement as follows:

- (1) SELLER agrees To relieve From Buyer 235,000 at closing.
- (2) SELLER agrees To pay Kwame Nkwumah 2,500 at closing.
- (3) Seller agrees To give Buyer 2,000 To repair Basement at closing.
- (4) Buyer agrees To pay Kwame Nkwumah 3,500 at closing.
- (5) Seller agrees To Turn over To Buyer all of the rest of the proceeds over 235,000 at closing.

Having read the foregoing I/we, the undersigned, hereby ratify, approve, accept, confirm, and acknowledge the same to be part of our Deposit Receipt and purchase Agreement

WITNESS AS TO BUYER(S) [Signature]

Date signed by Buyer(s) 16 Nov 06,
Signature of Buyer(s) [Signature]

WITNESS AS TO SELLER(S): [Signature]

R.H. FH LLC NOV 16, 2006
Date Signed by Seller(s): Filmore Housing LLC
Signature of Sellers(s) Filmore Housing LLC

C41-Rental Agreement (Connecticut Short Form-Plain Language Form)

VST-1

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RENTAL AGREEMENT

Date of this Agreement: _____, 19 ____

1. **Tenant.** The words "I", "me" and "my" in this Rental Agreement refer to each Tenant. Each Tenant is separately liable under this Rental Agreement. The following persons are Tenants: [name(s) and address(es)]

SHANON SMITH AND MARKEIS SPANGLER

2. **Landlord.** The words "you" and "your" refer to the Landlord who is: [name(s) and address(es)]

FILMORE HOUSING LLC

3. **Property.** I agree to rent from you the Property known as:

9 FILMORE STREET

Later in this agreement the rented property will be referred to as "Property". This rental agreement will be referred to as "Agreement".

4. **Use.** I may use this Property only as a private dwelling for myself and the following persons:

THE ABOVE TENANT IN PARAGRAPH 1. ABOVE ONLY.

5. **Length of Rental.** My rental will begin on *JANUARY 30TH 2006*, and end on *JANUARY 30TH 2007*.

6. **Rent Payments.** I agree to pay *\$1,000* as rent each *MONTH*. This will be paid in advance on the *30TH* day of each *MONTH* beginning *JANUARY 30TH 2006*. The total of payments for the length of the rental is *\$1,000*.

7. **Grace Period.** If I fail to pay the rent within *10* days after it becomes due and payable, I am in default.

8. **Utilities.** I must pay for all utilities used on the Property. Utilities include water, gas, electricity and oil.

9. **Terminating the Rental.** You may end this rental if I do not live up to the terms of this Agreement. This includes payment of rent and all other provisions of this Agreement. If you terminate this Agreement, you may then take possession as provided by law. I waive my right to require that you re-enter this Property before taking legal action.

10. **Damages on Default.** Upon default I must pay all of the rent for the rest of the term. I must also pay all other outstanding charges in accordance with this Agreement. I must pay your actual damages, including reasonable legal fees, the costs of re-entering, re-letting, cleaning and repairing the Property and recovering all money which I owe you.

11. **Maintaining the Property.** I have examined this Property and I am satisfied with its physical condition. I acknowledge that you have made no promises to repair or improve the Property. I agree to keep the Property in as good condition as it was at the beginning of this Agreement, except for wear from reasonable use. I must get your written consent to alter or improve the Property.

12. **No Assignment or Sublease.** I may not sublease or assign this Property without your written consent.

13. **Landlord Right of Inspection.** You may enter the Property at reasonable times to provide services or to inspect, repair, improve or show it. You will give me reasonable notice of your intent to enter. You may enter the Property without my consent in case of emergency.

14. **No Waiver by Landlord.** You do not waive any rights by accepting rent or by failing to enforce any of the terms of this Agreement.

15. **Security Deposit.** I have deposited *\$1,000* with you as security that I will live up to all of the terms of this Agreement. If I do not break any of the terms of this Agreement you will return this deposit within 30 days after the end of this Agreement. You may apply as much of the deposit as necessary to reimburse you for any damages resulting from my occupancy.

16. **Sale of Property.** If you sell the Property, you may assign my security deposit to the new owner. You must notify me of this. You will then be released of all further liability to me under this Agreement.

17. Subordination. This Agreement and my rights are subject and subordinate to present and future mortgages on the Property. You may execute any papers on my behalf as my attorney in fact to accomplish this.

18. Injury or Damage. You are not liable for any injury or damage which is not caused by your negligence or improper conduct. I will pay you for any injury or damage which is caused by me or others who stay with or visit me.

Validity of Agreement. If any part of this Agreement is against the law, the rest of this Agreement will remain in full force. You have the right to correct any illegal clause to make it comply with the law.

Parties. Both you, the Landlord, and I, the Tenant, are bound by this Agreement, All parties who lawfully succeed to our rights and responsibilities are also bound.

Entire Agreement. All promises you have made are contained in this written Agreement. This Agreement can only be changed by an Agreement in writing and signed by both you and me.

SIGNED AND AGREED TO BY:

Witness:

Terrance Jackson

President Dr. Mubwa-Amongment
LANDLORD

Sunwater Harni

Shamm Smith
TENANT

Okbach garim

Murkhis Spangler
TENANT

STATE OF CONNECTICUT, COUNTY OF

} ss.

The foregoing instrument was acknowledged before me this day of . 20

by _____
(Name(s) of person(s) acknowledging)

Commissioner of the Superior Court



TO

Dated _____ 20

Received for Record _____ 20

of _____ M

Recorded in Vol. _____ Page _____

of _____

Land Records by _____

Town Clerk

ALL WORLD REALTY ENTERPRISES LLC
KWAME C. NKURUMAH, PRESIDENT
179 VALLEY AVE STE #3
NEW HAVEN, CT 06513

191
61-7010/2111
BRANCH 17

4-12-07
Date

Pay to the order of Jacques Kelly \$15,000

fifteen thousand dollars Dollars 

 Webster Bank

For 108 Lloyd St Kwame Nkurumah

⑆211170101  0191 ⑆000150000⑆

APR 16 07

0081 661

WACHOVIA WA 042752 1513
PHILA, PA 04162997 387
0528070067



Jacques Kelly



Amount: \$2,000.00
Account: [REDACTED]
Bank Number: 21117010

Sequence Number: 7570446328
Capture Date: 04/16/2007
Check Number: 0

ALL WORLD REALTY ENTERPRISES LLC
KWAME C. NKURUMAH, PRESIDENT
179 VALLEY AVE STE #3
NEW HAVEN, CT 06513

192
61-7010/2111
BRANCH 17

4-12-07 Date

Pay to the order of Ronald Hutchinson \$ 2,000
Two thousand dollars Dollars  Security Features Details on Back.

 WebsterBank®

For 115 Lloyd ST Kwame Nkrumah
⑆ 211170101⑆ [REDACTED] 0192

Vertical text on the left side of the page, possibly a routing slip or internal notes, mostly illegible.

Vertical text on the right side of the page, possibly a signature or stamp, mostly illegible.

Amount: \$2,000.00
Account: [REDACTED]
Bank Number: 21117010

Sequence Number: 4870593702
Capture Date: 05/21/2007
Check Number: 0

ALL WORLD REALTY ENTERPRISES LLC
KWAME C. NKURUMAH, PRESIDENT
178 VALLEY AVE STE #3
NEW HAVEN, CT 06513

237
51-7010/2111
BRANCH 17

5-18-2007
Date

Pay to the order of Ronald Hutchinson \$2,000

Two thousand dollars 

WebsterBank

For 14c LLC of ST Kwame Nkrumah

⑆ 21117010 ⑆ [REDACTED] 0237 ⑆0000200000⑆

ON-US CK
[REDACTED]

\$970.00
BANK OF AMERICA NA HT
⑆0110001351 E37 ⑆ 50 P35
05/21/07

01702 59 05-17-2007 4870593702

MAY 21 00

For Deposit Only
[REDACTED]

ALL WORLD REALTY ENTERPRISES LLC
KWAME C. NKUMAH, PRESIDENT
170 VALLEY AVE STE #3
NEW HAVEN, CT 06513

236
51-7010/2111
BRANCH 17

5-18-2001
Date

Pay to the order of JACQUES KELLY \$ 5,000

Five Thousand dollars Dollars 

WebsterBank®

for 147 LLOYD ST Kwame Nkrumah

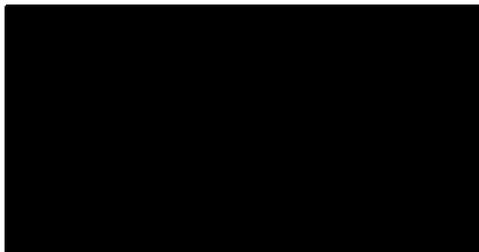
⑆ 211170101⑆ [REDACTED] 0236 ⑆0000500000⑆

MAY 18 2001

0036 78

WACHOVIA No. 514751 5759T
PHILA, PA 19102-0007 17PK
52361029

Jacques Kelly



STATE OF CONNECTICUT VS. ROGER WOODSON

DATE OF SENTENCE: 20 September 1991
DATE OF APPLICATION: 20 September 1991
DATE APPLICATION FILED: 25 September 1991
DATE OF DECISION: 24 January 1995

Application for review of sentence imposed by the Superior Court, Judicial District of New Haven, at New Haven. Docket # 6-324806.

James A. Shanley, Esq. For the Petitioner
Robert O'Brien, Esq. For the State of
Connecticut

BY THE DIVISION

The Petitioner was convicted after a trial by jury of two counts of Arson 1st in violation of Conn. Gen. Stat. 53a-111(a)(3) and 53a-111(a)(4), and one count of Insurance Fraud in violation of Conn. Gen. Stat. 53a-215(a)(2). The petitioner was sentenced to 25 years on each count of arson and one year to serve on the insurance fraud count. All three counts were concurrent to each other for a total effective sentence of twenty five years to serve.

The record shows that the New Haven Fire Department responded to a report of a house fire in that city. Upon arrival and once inside of the building the firefighters found separate fires in separate rooms. In fighting the fires the firefighters noticed a heavy order of petroleum throughout the house. After investigation it was ruled that the fire was deliberately set with laboratory analysis finding

flammable liquids at the points of the fire origins.

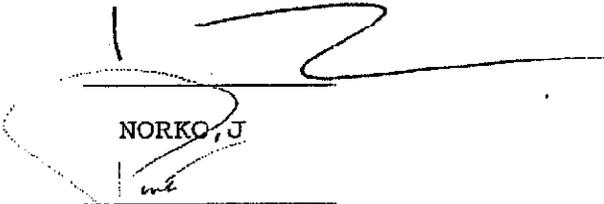
At the hearing counsel for the petitioner felt that the sentence imposed by the trial court was too harsh. Arguing that the trial court failed to take into consideration that the petitioner remained crime free for about five years, he felt the court placed too much emphasis on the petitioners prior record. Counsel also felt the court gave disproportionate weight to the harm that could have befallen the firefighters who responded to the call.

The petitioner when he spoke to the panel indicated that the sentence was too harsh and was inappropriate. He felt that a sentence of ten to fifteen years would have been more in line with the offense.

The attorney for the state indicated that these offenses contained acts done for a profit that posed danger to those who had to respond to the acts. Counsel for the state felt these were very serious offenses especially in light of the petitioners prior criminal record. Counsel noted that the petitioner was on probation for a federal offense. In concluding counsel urged this panel to affirm the sentence of the trial court as he felt it was appropriate under the circumstances.

The panel in reviewing a sentence imposed by a judge uses P.B.942 as it's guide. Looking at the record of the petitioner we find a

multiplicity of prior offenses in two states and in federal and state courts. We note that the probation that the petitioner is presently on from federal court shows that he was convicted of the sale of narcotics that involved the importation and distribution of heroin from Thailand into the city of New Haven. Further as the trial court noted, the danger to the firefighters entering a burning building was extreme which indicated the petitioner had an indifference to human life that was based upon a quest for an insurance profit. Taking all of those factors in consideration, as the trial court did, we find the sentence to be appropriate. ~~THE~~ SENTENCE IS AFFIRMED.



NORKO, J.

PURTILL, J.



KLAZAK, J.

Purtill, Norko and Klazak, J.s, participated in this decision.