

VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
MORRIS ANDREW BANDER**

VSB DOCKET NO. 21-010-120772

CONSENT TO REVOCATION ORDER

On August 4, 2021, came Morris Andrew Bander and presented to the Board an Affidavit Declaring Consent to Revocation (hereinafter "Affidavit") of his license to practice law in the courts of this Commonwealth. By tendering his Consent to Revocation at a time when allegations of Misconduct are pending, the nature of which are specifically set forth in the attached Affidavit, Respondent acknowledges that the material facts upon which the allegations of Misconduct are pending are true.

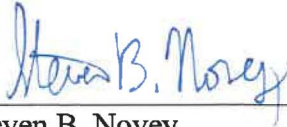
The Board having considered the Affidavit, and Bar Counsel having no objection, the Board accepts his Consent to Revocation.

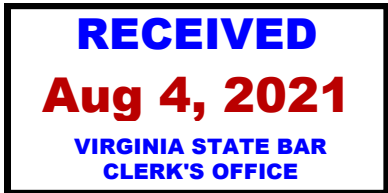
Upon consideration whereof, it is therefore ordered that Morris Andrew Bander 's license to practice law in the courts of this Commonwealth be and the same hereby is revoked, and that the name of Morris Andrew Bander be stricken from the Roll of Attorneys of this Commonwealth.

It is further ORDERED that the Clerk of the Disciplinary System shall mail an attested copy of this order by electronic, regular and certified mail to the Respondent, Morris Andrew Bander at his address of record with the Virginia State Bar being, 2549 Centerville Turnpike, Chesapeake, VA 23322, and a copy sent by electronic mail to Prescott L. Prince, Assistant Bar Counsel.

Entered this 4th day of August, 2021

Virginia State Bar Disciplinary Board

By 
Steven B. Novey
Second Vice Chair



VIRGINIA:

BEFORE THE VIRGINIA STATE BAR DISCIPLINARY BOARD

**IN THE MATTER OF
MORRIS ANDREW BANDER**

VSB Docket No. 21-010-120772

AFFIDAVIT DECLARING CONSENT TO REVOCATION

Morris Andrew Bander, (Respondent) after being duly sworn, states as follows:

1. That Respondent was licensed to practice law in the Commonwealth of Virginia on 12 October 2001;
2. That Respondent submits this Affidavit Declaring Consent to Revocation pursuant to Rule of Court, Part 6, Section IV, Paragraph 13-28;
3. That Respondent's consent to revocation is freely and voluntarily rendered, that Respondent is not being subjected to coercion or duress, and that Respondent is fully aware of the implications of consenting to the revocation of his license to practice law in the Commonwealth of Virginia;
4. That on 21 May 2021, Respondent pled guilty in the United States District Court for the Eastern District of Virginia, Norfolk Division, to one count of conspiracy to transport goods in interstate commerce of the value \$5,000 or more, in violation of 18 U.S.C. § 371. A copy of the Indictment, Plea Agreement, Statement of Facts and Guilty Plea are attached as Exhibits "A," "B," "C," and "D," respectively.
5. That Respondent hereby acknowledges and adopts the facts as stated in the Plea Agreement and Statement of Facts attached hereto as Exhibits "B" and "C" respectively;
6. That the maximum sentence provided by statute for the offense to which the Respondent pled guilty is five (5) years imprisonment, a fine of not more than \$250,000,

forfeiture of assets as outlined in the attached Plea Agreement (Exhibit "B"), and a term of supervised release of up to three (3) years;

7. That pursuant to Part Six, § IV, Paragraph 13-22 of the Rules of the Supreme Court of Virginia, Respondent's plea and the finding of guilt by the United State District Court for the Eastern District of Virginia, Norfolk Division requires that Respondent's license to practice law in the Commonwealth of Virginia be suspended pending a hearing before the Disciplinary Board of the Virginia State Bar.

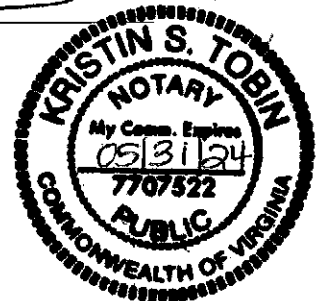
8. That as the result of his plea of guilty to one count conspiracy to transport goods in interstate commerce of the value \$5,000 or more, in violation of 18 U.S.C. § 371., Respondent consents to the revocation by the Virginia State Bar of his license to practice law in the Commonwealth of Virginia;

9. That Respondent submits this Affidavit and consents to the revocation of his license to practice law in the Commonwealth of Virginia because he knows that if a hearing were held pursuant to a Rule to Show Cause and if the matter were brought to a conclusion, he could not successfully defend the matter.

10. Pursuant to Part Six, § IV, Paragraph 13-28.B., I understand this affidavit and the admissions contained herein may not be deemed an admission in any proceeding except one relating to my status as a member of the Virginia State Bar.

Executed and dated on 8-4-2021

Respondent [Signature]



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Portsmouth, to wit:

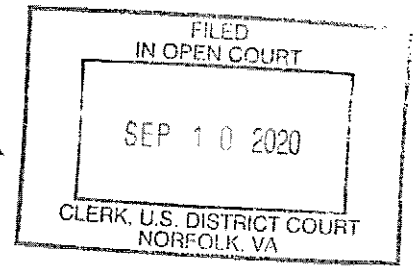
The foregoing Affidavit Declaring Consent to Revocation was subscribed and sworn to before me by Morris Andrew Bander on 08/04/2021.

Kristin S. Tobin
Notary Public

My Commission expires: 05/31/24.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Norfolk Division



UNITED STATES OF AMERICA)
)
)
v.)
)
MORRIS ANDREW BANDER,)
)
Defendant.)
)
)
)
)
)

UNDER SEAL

CRIMINAL NO. 2:20cr 82

18 U.S.C. § 371
Conspiracy
(Count 1)

18 U.S.C. §§ 981 and
28 U.S.C. § 2461(c)
Forfeiture

INDICTMENT

September 2020 Term – at Norfolk, Virginia

THE GRAND JURY CHARGES THAT:

COUNT ONE

Introduction

Unless otherwise noted, at all times material to this Indictment:

1. From approximately January 2014 through May 2018, Portsmouth Pawn was a registered pawnshop located at 722 County Street, Portsmouth, Virginia, which is in the Eastern District of Virginia.
2. Defendant MORRIS ANDREW BANDER was the owner of Service Solutions for IT, Incorporated, which did business as Portsmouth Pawn. BANDER was also the licensee for Portsmouth Pawn and the registered agent for Portsmouth Pawn, Inc.
3. BANDER controlled the primary operating bank accounts for the business and exercised authority over major business decisions. He also exercised the authority to hire employees and set their salaries and wages.

4. BANDER hired co-conspirator Joseph T. Poling to be the on-site manager of the pawnshop. Poling handled the day-to-day operation of the pawnshop, which included interacting with individuals who sought to sell or pawn goods to the store. Poling exercised the authority to decide what goods the pawnshop would purchase and how much the pawnshop would pay for the goods. Poling regularly provided reports to BANDER regarding the amount of goods purchased and sold, business expenses, and the overall profitability of the pawnshop. Poling received operating cash from BANDER to purchase goods in the name of the pawnshop.

5. Another co-conspirator, Raisa Ison, also assisted in managing the pawnshop. Her primary role was to coordinate the sale and shipment of goods via the internet, but she also assisted with buying goods from individuals who sought to sell or pawn goods to the store.

6. The normal, legitimate business model of a pawnshop is for a pawnbroker to offer loans backed by collateral (something of value). A person who wants a loan will provide an item of value, which the person legitimately owns, to the pawnbroker in exchange for a loan that is usually a fraction of the item's actual value. The pawnbroker keeps the item until the loan is repaid or sells the item if the loan is not paid off. Another common transaction is for the owner to sell the item outright to the pawnbroker. The pawnbroker can purchase the item and then resell it at a profit.

7. A "booster" is a person who steals goods and merchandise. Boosters often sell the stolen goods and merchandise to a "fence" at a fraction of the retail cost.

8. A "fence" is a person who receives stolen goods and merchandise from boosters and others in order to sell it to third parties for profit.

The Conspiracy and its Object

1. From in or about January 2014 to December 2017, the exact dates being unknown, in Portsmouth, which is within the Eastern District of Virginia, and elsewhere, MORRIS ANDREW BANDER, the Defendant herein, did knowingly and intentionally combine, conspire, and agree with others known and unknown to the grand jury, to commit the following offense against the United States:

To transport, transmit, and transfer, and cause to be transported, transmitted and transferred, in interstate commerce goods, wares, and merchandise of the value of \$5,000 or more, knowing the same to have been stolen or converted, in violation of Title 18, United States Code, Section 2314.

(In violation of Title 18, United States Code, Section 371.)

2. The object of the conspiracy was for BANDER, Poling, and Ison (collectively “the co-conspirators”) to obtain money by purchasing stolen goods for less than retail value and then re-selling the goods for a profit on eBay, an internet-based marketplace.

3. During the course of the conspiracy, the co-conspirators illegally obtained more than \$1 million in gross revenue through the sale of stolen goods.

Ways, Manners, and Means of the Conspiracy

The ways, manner, and means by which the foregoing object of the conspiracy was to be accomplished included, but were not limited to, the following:

1. It was a part of the conspiracy for boosters to steal new, packaged items from retail stores, such as Walmart and Sam’s Club, within the Eastern District of Virginia and elsewhere.

2. It was further a part of the conspiracy for the co-conspirators to knowingly accept stolen goods at Portsmouth Pawn and pay the boosters cash for the goods. They paid the boosters

an amount less than the market value of the goods. The types of stolen goods purchased by the co-conspirators include, but are not limited to: power tools, pet supplies, printer ink cartridges, computer routers and hard drives, shaving razors, and personal electronics.

3. It was further a part of the conspiracy for Poling to regularly inform BANDER how much operating cash Poling would need in order to facilitate the purchase of stolen goods.

4. It was further a part of the conspiracy for BANDER to supply Poling with the necessary operating cash to purchase stolen goods. BANDER knew that a portion of the operating cash he provided was used to purchase stolen goods.

5. It was further a part of the conspiracy for one or more of the co-conspirators to inform the boosters of the types of items that the co-conspirators were interested in buying.

6. As part of the conspiracy, the co-conspirators established eBay accounts through which they posted advertisements for stolen goods and offered them for sale or auction, knowing that the sale of stolen goods was expressly prohibited by eBay policies. The eBay accounts used by the conspirators included the following: ptownpawn2014 and cellesta2272.

7. As part of the conspiracy, the co-conspirators established PayPal accounts through which buyers electronically wired payments for the goods to the defendants. One of the PayPal accounts was registered under the name of MORRIS BANDER.

8. It was further a part of the conspiracy for the co-conspirators to sell the goods on eBay for more than they paid the boosters, thereby making a profit.

9. It was further a part of the conspiracy for the co-conspirators to receive the money via electronic wire transfer through PayPal, which would then electronically transfer the money to one of the bank accounts to which one or more of the co-conspirators had control or access.

10. It was further a part of the conspiracy for the co-conspirators to mail the goods to the buyers using the United States Postal Service or other interstate mail delivery service.

Overt Acts

Unless specifically noted, the following acts occurred during the time period material to this Indictment:

1. On or about July 12, 2013, in Portsmouth, Virginia, Defendant MORRIS ANDREW BANDER and another individual opened a commercial bank account with TowneBank with an account number ending in -5375. The title on the account was "Service Solutions for IT, Inc.," and "Portsmouth Pawn." The accountholder was "Service Solutions for IT, Inc." BANDER and another individual signed the signature cards as authorized signers for the account. The address associated with the account was 722 County Street, Portsmouth, Virginia 23704. The account was active throughout the course of the conspiracy.

2. On or about February 6, 2014, the co-conspirators established an eBay account under the user ID: ptownpawn2014. The name listed as part of the registration information was Raisa Ison. The associated contact address and shipping address was listed as 722 County Street, Portsmouth, VA 23704. The associated email address provided was: raisaison@portsmouthpawn.com. Under the contact information history, the name "Raisa/Joe Negrau/Poling" was also listed. Under the email address history, the following email address was listed: ebay@portsmouthpawn.com.

3. The email account, ebay@portsmouthpawn.com, was created and utilized by the co-conspirators.

4. On or about May 31, 2017, the co-conspirators established and used a PayPal account under the name of MORRIS BANDER. According to the registration information for this PayPal account, the email address associated with the account is: ebay@portsmouthpawn.com. The account, which had an account number ending in -9803, was also linked to the Portsmouth

Pawn TowneBank account ending in -5375, such that money collected in this PayPal account would be deposited into the TowneBank account.

5. For example, on or about July 26, 2017, \$6,000 was deposited into the TowneBank account from the PayPal account ending in -9803.

6. The co-conspirators also used a PayPal account under the name of Raisa Ison. According to the registration information for this PayPal account, the email address associated with the account is raisaison@portsmouthpawn.com. The account, which had an account number ending in -0391, was also linked to the Portsmouth Pawn TowneBank account ending in -5375, such that money collected in this PayPal account would be deposited into the TowneBank account.

7. BANDER knowingly provided Poling thousands of dollars in cash that the co-conspirators designated for purchasing stolen goods from boosters.

8. Poling used the cash provided by BANDER to purchase stolen goods from multiple boosters.

9. The co-conspirators sold the stolen goods to buyers all over the United States via eBay, which resulted in monetary payments being electronically transferred using the internet to one of the PayPal accounts established by the co-conspirators.

10. Monetary payments were electronically transferred using the internet and interstate wires from the PayPal accounts to the Portsmouth Pawn business bank account at TowneBank, over which BANDER exercised control.

11. The co-conspirators caused stolen goods, which in aggregate were valued at more than \$5,000, to be transported or shipped to multiple states outside of Virginia.

FORFEITURE

THE GRAND JURY FURTHER FINDS PROBABLE CAUSE THAT:

1. The Defendant, if convicted of any of the violations alleged in this indictment, shall forfeit to the United States, as part of the sentencing pursuant to Federal Rule of Criminal Procedure 32.2, any property, real or personal, which constitutes or is derived from proceeds traceable to the violation.

2. If any property that is subject to forfeiture above, as a result of any act or omission of the Defendant, (a) cannot be located upon the exercise of due diligence, (b) has been transferred to, sold to, or deposited with a third party, (c) has been placed beyond the jurisdiction of the Court, (d) has been substantially diminished in value, or (e) has been commingled with other property that cannot be divided without difficulty, it is the intention of the United States to seek forfeiture of any other property of the Defendant, as subject to forfeiture under Title 21, United States Code, Section 853(p).

3. The assets subject to forfeiture include, but are not limited to:
- a. Navy Federal Credit Union account with account number 7040798410 under account holder RAISA ISON.
 - b. TowneBank business bank account 213035375 for Service Solutions for IT, doing business as Portsmouth Pawn.
 - c. Wells Fargo bank account with account number 1595591593 under account holder RAISA ISON.
 - d. Wells Fargo bank account with account number 1010299812991 under account holder RAISA ISON.
 - e. E-Trade account number 3662-1369.

(In accordance with Title 18, United States Code, Section 981(a)(1)(C); and Title 28, United States Code, Section 2461(c).)

United States v. Morris Andrew Bander

Criminal No. 2:20cr 82

Pursuant to the E-Government Act,
the information contained herein is filed
under seal in the Clerk's Office.

A TRUE BILL:

REDACTED COPY

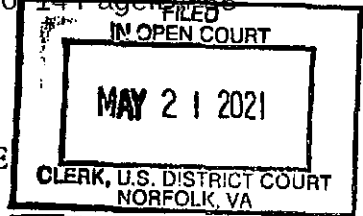
FOREPERSON

G. ZACHARY TERWILLIGER
UNITED STATES ATTORNEY

By:



Randy Stoker
Assistant United States Attorney
Virginia State Bar No. 73455
Attorney for the United States
United States Attorney's Office
101 West Main Street, Suite 8000
Norfolk, VA 23510
757-441-6331 Office
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IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

Norfolk Division

UNITED STATES OF AMERICA

v.

MORRIS ANDREW BANDER,

Defendant.

No. 2:20-cr-82

PLEA AGREEMENT

Raj Parekh, Acting United States Attorney for the Eastern District of Virginia; undersigned counsel for the United States; the defendant, Morris Andrew Bander; and the defendant's counsel have entered into an agreement pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure. The terms of this Plea Agreement are as follows:

1. Offense and Maximum Penalties

The defendant agrees to plead guilty to Count One of the Indictment, charging the defendant with conspiracy to transport goods in interstate commerce of the value \$5,000 or more, in violation of 18 U.S.C. § 371. The maximum penalties for this offense are: a maximum term of 5 years of imprisonment, a fine of \$250,000, full restitution, forfeiture of assets as outlined below, a special assessment pursuant to 18 U.S.C § 3013, and a maximum supervised release term of 3 years. The defendant understands that any supervised release term is in addition to any prison term the defendant may receive, and that a violation of a term of supervised release could result in the defendant being returned to prison for the full term of supervised release.

2. Factual Basis for the Plea

The defendant will plead guilty because the defendant is in fact guilty of the charged offense. The defendant admits the facts set forth in the Statement of Facts filed with this Plea

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Exhibit "B"

Agreement and agrees that those facts establish guilt of the offense charged beyond a reasonable doubt. The Statement of Facts, which is hereby incorporated into this Plea Agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(c) of the Sentencing Guidelines.

3. Assistance and Advice of Counsel

The defendant is satisfied that the defendant's attorney has rendered effective assistance. The defendant understands that by entering into this Plea Agreement, defendant surrenders certain rights as provided in this agreement. The defendant understands that the rights of criminal defendants include the following:

- a. the right to plead not guilty and to persist in that plea;
- b. the right to a jury trial;
- c. the right to be represented by counsel—and, if necessary, have the court appoint counsel—at trial and at every other stage of the proceedings; and
- d. the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

4. Sentencing Guidelines, Recommendations, and Roles

The defendant understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum described above, but that the Court will determine the defendant's actual sentence in accordance with 18 U.S.C. § 3553(a). The defendant understands that the Court has not yet determined a sentence and that any estimate of the advisory sentencing range under the U.S. Sentencing Commission's Sentencing Guidelines Manual the defendant may have received from the defendant's counsel, the United States, or the Probation Office, is a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court. Additionally, pursuant to the Supreme Court's decision in *United States v. Booker*, 543 U.S. 220 (2005), the Court, after considering the factors set forth in 18 U.S.C. § 3553(a), may

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impose a sentence above or below the advisory sentencing range, subject only to review by higher courts for reasonableness. The United States makes no promise or representation concerning what sentence the defendant will receive, and the defendant cannot withdraw a guilty plea based upon the actual sentence.

Further, in accordance with Federal Rule of Criminal Procedure 11(c)(1)(B), the United States will recommend to the Court that a sentence of imprisonment of 30 months is appropriate.

The United States and the defendant further agree that the defendant has assisted the government in the investigation and prosecution of the defendant's own misconduct by timely notifying authorities of the defendant's intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the Court to allocate their resources efficiently. If the defendant qualifies for a two-level decrease in offense level pursuant to U.S.S.G. § 3E1.1(a) and the offense level prior to the operation of that section is a level 16 or greater, the government agrees to file, pursuant to U.S.S.G. § 3E1.1(b), a motion prior to, or at the time of, sentencing for an additional one-level decrease in the defendant's offense level.

The United States and the defendant have not agreed on any further sentencing issues, whether related to the Sentencing Guidelines or the factors listed in 18 U.S.C. § 3553(a), other than those set forth above or elsewhere in this Plea Agreement. Any stipulation on a Guidelines provision does not limit the parties' arguments as to any other Guidelines provisions or sentencing factors under Section 3553(a), including arguments for a sentence within or outside the advisory Guidelines range found by the Court at sentencing.

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5. Waiver of Appeal, FOIA, and Privacy Act Rights

The defendant also understands that 18 U.S.C. § 3742 affords a defendant the right to appeal the sentence imposed. Nonetheless, the defendant knowingly waives the right to appeal the conviction and any sentence within the statutory maximum described above (or the manner in which that sentence was determined) on the grounds set forth in 18 U.S.C. § 3742 or on any ground whatsoever other than an ineffective assistance of counsel claim that is cognizable on direct appeal, in exchange for the concessions made by the United States in this Plea Agreement. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). The defendant also hereby waives 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 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.

6. Immunity from Further Prosecution in This District

The United States will not further criminally prosecute the defendant in the Eastern District of Virginia for the specific conduct described in the Indictment or Statement of Facts. This Plea Agreement and Statement of Facts does not confer on the defendant any immunity from prosecution by any state government in the United States.

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7. Payment of Monetary Penalties

The defendant understands and agrees that, pursuant to 18 U.S.C. § 3613 and 18 U.S.C. § 3572, all monetary penalties imposed by the Court, including restitution, will be due immediately and subject to immediate enforcement by the United States as provided for in

Section 3613. If the Court imposes a schedule of payments, the defendant understands that the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. Until all monetary penalties are paid in full, the defendant will be referred to the Treasury Offset Program so that any federal payment or transfer of returned property to the defendant will be offset and applied to pay the defendant's unpaid monetary penalties. If the defendant is incarcerated, the defendant agrees to participate voluntarily in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments. Defendant agrees to make good-faith efforts toward payment of all monetary penalties imposed by the Court.

8. Special Assessment

Before sentencing in this case, the defendant agrees to pay a mandatory special assessment of \$100 per felony count of conviction, pursuant to 18 U.S.C. § 3013(a)(2)(A).

9. Restitution

The defendant agrees that restitution is mandatory pursuant to 18 U.S.C. § 3663A(c)(1), and the defendant agrees to the entry of a Restitution Order for the full amount of the victims' losses as determined by the Court. Pursuant to 18 U.S.C. § 3663A(c)(2), the defendant further agrees that an offense listed in Section 3663A(c)(1) gave rise to this Plea Agreement and, as such, victims of the conduct described in the charging instrument, Statement of Facts, or any related or similar conduct shall be entitled to restitution. Without limiting the amount of restitution that the Court must impose, the parties agree that, at a minimum, the following victims have suffered the losses identified below and are entitled to restitution:

<u>Victim(s)</u>	<u>Amount</u>
To be determined	To be determined

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The defendant understands that forfeiture and restitution are separate and distinct financial obligations that must be imposed upon a criminal defendant. The defendant further understands that restitution will be enforced pursuant to 18 U.S.C. § 3572, 18 U.S.C. § 3613, and 18 U.S.C. § 3664(m).

10. Forfeiture Agreement

The defendant understands that the forfeiture of assets is part of the sentence that must be imposed in this case. The defendant agrees to forfeit all interests in any theft/fraud-related asset that the defendant owns or over which the defendant exercises control, directly or indirectly. This includes any property that is traceable to, derived from, fungible with, or a substitute for the following: property that constitutes the proceeds of the offense.

The specific assets subject to forfeiture include, but are not limited to:

- Navy Federal Credit Union account with account number 7040798410 under account holder RAISA ISON.
- TowneBank business bank account 213035375 for Service Solutions for IT, doing business as Portsmouth Pawn under account holders MORRIS ANDREW BANDER and TIMOTHY MacCARTNEY.
- Wells Fargo bank account with account number 1595591593 under account holder RAISA ISON.
- Wells Fargo bank account with account number 1010299812991 under account holder RAISA ISON.
- E-Trade account number 3662-1369.
- All items seized from the defendant pursuant to the search warrant of defendant's properties executed on or about November 16, 2017.

The defendant understands that if the assets subject to forfeiture are not available to the United States to be forfeited, the Court must enter a forfeiture money judgment in the amount of the unavailable assets. *United States v. Blackman*, 746 F.3d 137 (4th Cir. 2014).

The defendant further agrees to waive all interest in the asset(s) in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. The defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant admits and agrees that the conduct described in the charging instrument and Statement of Facts provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government.

11. Waiver of Further Review of Forfeiture

The defendant further agrees to waive all constitutional and statutory challenges to forfeiture in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The defendant also waives any failure by the Court to advise the defendant of any applicable forfeiture at the time the guilty plea is accepted as required by Rule 11(b)(1)(J). The defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding. The defendant understands and agrees that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct or a substitute therefor.

12. The Defendant's Obligations Regarding Assets Subject to Forfeiture

The defendant agrees to fully participate in the United States' pre- and post-judgment financial investigation. Such participation includes the identification of assets in which the defendant has any legal or equitable interest to determine what assets may be available for

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payment to restitution, forfeiture, and/or any fine imposed in this case. The defendant agrees that the defendant's financial information is subject to investigation and disclosure pre-judgment to the same extent as financial information will be subject to discovery after judgment is imposed. The defendant understands that 31 U.S.C. § 3711(h)(1) permits the United States to obtain the defendant's credit report after sentencing and expressly authorizes the United States to obtain the defendant's credit report prior to sentencing in this case. The defendant understands that the United States has sole discretion over whether it will obtain defendant's credit report pursuant to this Plea Agreement. If the United States determines that it will obtain defendant's credit report prior to sentencing pursuant to this Plea Agreement, the defendant authorizes the United States, and the United States agrees, to provide a copy to defense counsel upon request. The defendant understands that failure to participate in the financial investigation as described in this paragraph may constitute the defendant's failure to accept responsibility under U.S.S.G § 3E1.1.

Within 14 days of a request by the United States, or other deadline agreed upon by the parties, the defendant agrees to provide all information about all of the defendant's assets and financial interests to the United States and the Probation Office and, if requested, submit to a debtor's examination, complete a financial disclosure statement under penalty of perjury, and/or undergo any polygraph examination the United States may choose to administer concerning such assets and financial interests. The defendant also agrees to provide or consent to the release of the defendant's tax returns for the previous five years. The defendant understands that assets and financial interests subject to disclosure include assets owned or held directly or indirectly, individually or jointly, in which the defendant has any legal interests, regardless of title, including any interest held or owned under any other name, trusts, and/or business entities

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presently and since date of the first offense giving rise to this Plea Agreement, or giving rise to the charges presently pending against the defendant, whichever is earlier.

The defendant shall identify all assets valued at more than \$5,000 that have been transferred to third parties since the date of the first offense giving rise to this Plea Agreement, including the location of the assets and the identities of third parties to whom they were transferred. The defendant agrees not to transfer any assets valued at more than \$5,000 without approval of the Asset Recovery Unit of the U.S. Attorney's Office until the fine, forfeiture, and restitution ordered by the Court at sentencing are paid in full or otherwise terminated by operation of law. The defendant agrees to take all steps requested by the United States to obtain from any other parties by any lawful means any records of assets contemplated by this paragraph in which the defendant has or had an interest. Until the fine, forfeiture, and restitution ordered by the Court are paid in full or otherwise terminated by operation of law, the defendant agrees to notify the Asset Recovery Unit of the U.S. Attorney's Office of a change in address within 30 days of such change.

The United States will not use any truthful and complete information provided by the defendant pursuant to this paragraph for additional criminal offenses against the defendant in the Eastern District of Virginia, except in any prosecution for a crime of violence or conspiracy to commit, or aiding and abetting, a crime of violence (as defined in 18 U.S.C. § 16). Pursuant to U.S.S.G. § 1B1.8, no truthful information that the defendant provides pursuant to defendant's obligations under this paragraph will be used in determining the applicable guideline range, except as provided in Section 1B1.8(b). Nothing in this agreement, however, restricts the Court's or Probation Officer's access to information and records in the possession of the United States. Furthermore, nothing in this agreement prevents the United States in any way from

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prosecuting the defendant should the defendant knowingly provide false, untruthful, or perjurious information or testimony, or from using information provided by the defendant in furtherance of any forfeiture action or restitution enforcement action, whether criminal or civil, administrative or judicial.

13. Payment of Taxes and Filing of Tax Returns

The defendant consents to any motion by the United States under Federal Rule of Criminal Procedure 6(e)(3)(E) to disclose grand jury material to the Internal Revenue Service for use in computing and collecting the defendant's taxes, interest, and penalties, and to the civil and forfeiture sections of the U.S. Attorney's Office for use in identifying assets and collecting fines and restitution. The defendant also agrees to file true and correct tax returns for the year(s) 2014 – 2017 within sixty days and to pay all taxes, interest, and penalties for the year(s) 2014 – 2017 within a reasonable time in accordance with a plan to be devised by the Probation Office. The defendant further agrees to make all books, records, and documents available to the Internal Revenue Service for use in computing defendant's taxes, interest, and penalties for the year(s) 2014 – 2017.

14. Breach of the Plea Agreement and Remedies

This Plea Agreement is effective when signed by the defendant, the defendant's attorney, and an attorney for the United States. The defendant agrees to entry of this Plea Agreement at the date and time scheduled with the Court by the United States (in consultation with the defendant's attorney). If the defendant withdraws from this agreement, or commits or attempts to commit any additional federal, state, or local crimes, or intentionally gives materially false, incomplete, or misleading testimony or information, or otherwise violates any provision of this agreement, then:

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- a. The United States will be released from its obligations under this agreement. The defendant, however, may not withdraw the guilty plea entered pursuant to this agreement. The defendant will be subject to prosecution for any federal criminal violation, including, but not limited to, perjury and obstruction of justice, that is not time-barred by the applicable statute of limitations on the date this agreement is signed. Notwithstanding the subsequent expiration of the statute of limitations, in any such prosecution, the defendant agrees to waive any statute-of-limitations defense.
- b. Any prosecution, including the prosecution that is the subject of this agreement, may be premised upon any information provided, or statements made, by the defendant, and all such information, statements, and leads derived therefrom may be used against the defendant. The defendant waives any right to claim that statements made before or after the date of this agreement, including the Statement of Facts accompanying this agreement or adopted by the defendant and any other statements made pursuant to this or any other agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), the Sentencing Guidelines, or any other provision of the Constitution or federal law.

Any alleged breach of this agreement by either party shall be determined by the Court in an appropriate proceeding at which the defendant's disclosures and documentary evidence shall be admissible and at which the moving party shall be required to establish a breach of this Plea Agreement by a preponderance of the evidence.

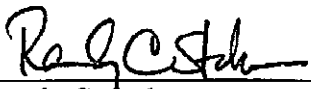
15. Nature of the Agreement and Modifications

This written agreement constitutes the complete plea agreement between the United States, the defendant, and the defendant's counsel. The defendant and the defendant's attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in writing in this Plea Agreement or any associated documents filed with the Court, to cause the defendant to plead guilty. Any modification of this Plea

Handwritten initials and signatures:
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Agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

Raj Parekh
Acting United States Attorney

By: 

Randy C. Stoker
Assistant United States Attorney

By: 

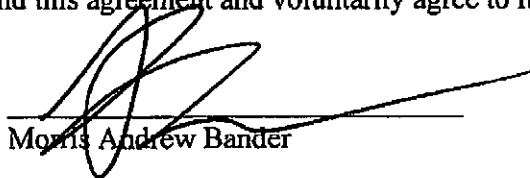
Anthony C. Mozzi
Assistant United States Attorney

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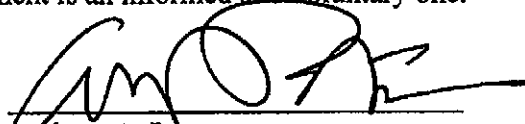
Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending criminal Indictment. Further, I fully understand all rights with respect to 18 U.S.C. § 3553 and the provisions of the Sentencing Guidelines Manual that may apply in my case. I have read this Plea Agreement and carefully reviewed every part of it with my attorney. I understand this agreement and voluntarily agree to it.





Date: 5-21-21


Morris Andrew Bander

Defense Counsel's Signature: I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the pending Indictment. Further, I have reviewed 18 U.S.C. § 3553 and the Sentencing Guidelines Manual, and I have fully explained to the defendant the provisions that may apply in this case. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.

Date: 5/21/2021


Andrew A. Protogyrou
Counsel for the Defendant

**U. S. DEPARTMENT OF JUSTICE
Statement of Special Assessment Account**

This statement reflects your Special Assessment only. There may be other penalties imposed at sentencing.

ACCOUNT INFORMATION	
CRIM. ACTION NO.:	2:20-cr-82
DEFENDANT'S NAME:	Morris Andrew Bander
PAY THIS AMOUNT:	\$100.00

INSTRUCTIONS:

1. MAKE CHECK OR MONEY ORDER PAYABLE TO:

CLERK, U.S. DISTRICT COURT

2. PAYMENT MUST REACH THE CLERK'S OFFICE BEFORE YOUR SENTENCING DATE.

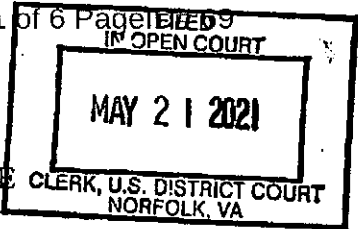
3. PAYMENT SHOULD BE SENT TO:

	In-Person (9 AM to 4 PM)	By Mail:
Alexandria Cases:	Clerk, U.S. District Court 401 Courthouse Square Alexandria, VA 22314	
Richmond Cases:	Clerk, U.S. District Court 701 East Broad Street, Suite 3000 Richmond, VA 23219	
Newport News Cases:	Clerk, U.S. District Court 2400 West Ave., Suite 100 Newport News, VA 23607	
Norfolk Cases:	Clerk, U.S. District Court 600 Granby Street Norfolk, VA 23510	

4. INCLUDE DEFENDANT'S NAME ON CHECK OR MONEY ORDER.

5. ENCLOSE THIS COUPON TO ENSURE PROPER AND PROMPT APPLICATION OF PAYMENT.

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IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Norfolk Division

UNITED STATES OF AMERICA

v.

MORRIS ANDREW BANDER,

Defendant.

No. 2:20-CR-82

STATEMENT OF FACTS

By signing below, the parties and their respective counsel agree that if this case had gone to trial, the government's evidence would have proven the following facts beyond a reasonable doubt:

1. From approximately January 2014 through November 2017, in the Eastern District of Virginia and elsewhere, the defendant, MORRIS ANDREW BANDER, knowingly and willfully conspired with Joseph T. Poling, Raisa N. Ison, and others to commit an offense against the United States, which was to sell and transport, or cause to be transported, stolen goods in interstate commerce.

2. During the conspiracy, the defendant was the co-owner of Service Solutions for IT, Incorporated, which did business as Portsmouth Pawn, a pawn shop located in Portsmouth, Virginia. The manager of the pawn shop was Joseph T. Poling, and the assistant manager was Raisa N. Ison. Poling and Ison were employees of BANDER.

3. The object of the conspiracy was to obtain money by purchasing stolen goods for less than retail value and then reselling the goods for a profit via eBay, an internet-based

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Exhibit "C"

marketplace. One or more conspirators purchased the stolen goods, knowing the goods to have been stolen, from known shoplifters.

4. The conspirators knew that it was against eBay's policies to sell stolen property on the eBay website. eBay buyers were unaware that they were purchasing stolen property.

5. After the eBay buyer agreed to purchase a good, one or more conspirators shipped the stolen merchandise via UPS, the United States Postal Service, and other shipping services. During the conspiracy, stolen goods were shipped throughout the United States.

6. BANDER tasked Poling with the responsibility of managing the day-to-day operations of the business, which included negotiating the amount the pawn shop would pay the shoplifters for the stolen merchandise, ensuring that the goods were advertised on eBay, and overseeing their shipment.

7. Poling made it known to the shoplifters that he preferred to buy new merchandise with the retail packaging intact. In some instances, Poling informed shoplifters of the exact type and model numbers of the merchandise he wanted to buy.

8. The shoplifters stole merchandise such as power tools, printer ink cartridges, computer accessories, pet products, and shaving razors, from local retailers such as Walmart, Target, Home Depot, and Auto Zone.

9. The shoplifters took the stolen merchandise to the pawn shop where one or more conspirators paid them cash for the merchandise.

10. Ison was primarily responsible for advertising the goods on eBay, tracking the sales, and shipping the stolen goods to the buyers.

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11. Multiple times per week, BANDER went to the pawn shop to provide cash to Poling. BANDER understood and agreed that Poling was to use this cash to pay shoplifters for stolen goods brought into the pawn shop.

12. BANDER also authorized one or more co-conspirators to withdraw cash from an automated teller machine (ATM) using a PayPal debit card to finance the purchase of stolen goods. During the conspiracy, the ATM cash withdrawals totaled more than \$106,000.

13. Poling provided regular – usually monthly – written reports to BANDER detailing the pawn shop’s sales figures.

14. At some point early in conspiracy, BANDER and Poling decided to deemphasize purchasing used items and focus on buying new, unopened goods.

15. BANDER regularly spoke with Ison about the eBay accounts and tracked the items sold and monies received.

16. As part of the store’s legal requirements, regular reports regarding purchased items were uploaded into an online database accessible by law enforcement. These reports reflected, among other things, that individuals repeatedly visited the store to sell new, unopened consumer goods in quantities inconsistent with personal use.

17. During BANDER’s regular visits to the store, he accessed the second floor where the conspirators kept racks of new, unopened stolen goods.

18. On February 6, 2014, Ison established an eBay account under the user ID “ptownpawn2014.” This eBay account was used by one or more conspirators during the conspiracy to advertise and sell stolen goods via the internet in furtherance of the object of the conspiracy. This eBay account was associated with a PayPal account with an account number ending in -0391.

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19. PayPal is an online payment system that facilitates the electronic transfer of money between and among people and businesses.

20. On or about May 31, 2017, BANDER established a PayPal account with an account number ending in -9803. This account was also used to receive money from eBay sales.

21. The aforementioned PayPal accounts were linked to a TowneBank bank account ending in -5375, such that money from PayPal was directed by one or more conspirators into the TowneBank account. BANDER owned and controlled the TowneBank account.

22. Over the course of the conspiracy, approximately \$893,000 was deposited from those PayPal accounts into the TowneBank account. This dollar amount represents proceeds from stolen goods that were transported in interstate commerce.

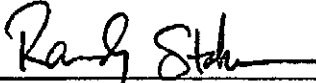
23. In November 2017, law enforcement officers executed a search warrant on Portsmouth Pawn. BANDER was at the pawn shop on the day of the search. Law enforcement officers seized thousands of goods, such as printer ink cartridges, power tools, a kitchen sink, computer equipment, and various pet-related products from the pawn shop. The vast majority of these goods were in unopened retail packaging. Officers also found discarded anti-theft devices, such as "spider wrap," which stores affix to their products to deter theft.

The acts taken by MORRIS ANDREW BANDER and his co-conspirators in furtherance of the offense charged in this case, including the acts described above, were done willfully and knowingly. The defendant acknowledges that the foregoing statement of facts does not describe all of the defendant's conduct relating to the offense charged in this case nor does it identify all of the persons with whom the defendant may have engaged in illegal activities .

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United States v. Morris Andrew Bander, 2:20cr82

RAJ PAREKH
ACTING UNITED STATES ATTORNEY

By: 

Randy Stoker
Assistant United States Attorney



Anthony C. Mozzi
Assistant United States Attorney

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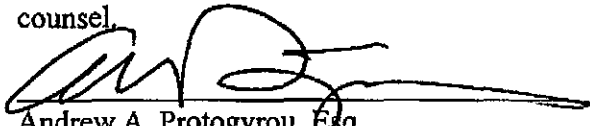
United States v. Morris Andrew Bander, 2:20cr82

I agree that the United States could prove the facts to which I have stipulated beyond a reasonable doubt at a trial in this matter and that my decision to enter into this stipulation is knowing, intelligent, and voluntary.



MORRIS ANDREW BANDER
Defendant

I am the attorney for defendant MORRIS ANDREW BANDER. His decision to enter into this factual stipulation is knowing, intelligent, and voluntary, and is made with the advice of counsel.



Andrew A. Protogyrou, Esq.
Defense Counsel

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CRIMINAL PROCEEDINGS — U.S. DISTRICT COURT, EASTERN DISTRICT OF VA, NORFOLK DIVISION

JUDGE: Gibney
 REPORTER: *J. Stewart*, OCR

DOCKET NO. 2:20CR82
 DATE: 5/21/2021

UNITED STATES OF AMERICA
 v.

COUNSEL

Morris Andrew Bander

Andrew Protogyrou

APPEARANCES: GOVERNMENT *Randy Stoker, Anthony Mozzi, AUSAs*
 DEFENDANT WITH COUNSEL (X) DEFENDANT WITHOUT COUNSEL ()
 DEFENDANT NOT PRESENT () WAIVER OF APPEARANCE FILED ()

BAIL STATUS: DEFENDANT ON BOND (✓) DEFENDANT INCARCERATED () BOND NOT SET ()

TYPE OF PROCEEDINGS: ARRAIGNMENT () REARRAIGNMENT/GUILTY PLEA (X) MOTIONS ()
 OTHER: _____ ()

PRELIMINARY PROCEEDINGS: WAIVER OF INDICTMENT EXECUTED, FILED ()
 CRIMINAL INFORMATION FILED ()
 OTHER () _____

ARRAIGNMENT PROCEEDINGS:

	DEFENDANT(S)	WFA	FA	GUILTY	NG	JURY	WAIVED	30-DAY WAIVER
1								
2								
3								

GUILTY PLEA PROCEEDINGS: DEFENDANT WITHDREW PLEA OF NG AS TO COUNT(S) 1 ()
 DEFENDANT REARRAIGNED ON COUNT(S) _____ ()
 PLEA BARGAIN AGREEMENT FILED (✓)
 STATEMENT OF FACTS FILED (✓) USED AS SUMMARY (✓)
 DEFENDANT ENTERED PLEA(S) OF GUILTY AS TO COUNT(S) 1 ()
 COURT ACCEPTED PLEA (✓) GOVERNMENT SUMMARIZED EVIDENCE ()
 JUDGMENT: DEFENDANT GUILTY AS CHARGED IN COUNT(S) 1 (✓)
 PRESENTENCE REPORT ORDERED (✓) P.S.I. WAIVED ()
 SENTENCING GUIDELINE ORDER ENTERED (✓)

BOND HEARING PROCEEDINGS: DEFENDANT CONTINUED ON PRESENT BOND (✓) DEFT REMANDED ()
 DEFENDANT PLACED ON PR BOND IN AMOUNT OF \$ _____ ()
 BENCH WARRANT TO ISSUE () MOTION DENIED ()

OTHER PROCEEDINGS: _____

CASE CONTINUED TO: 10/29/21, 20 AT 10:00 am .M. FOR Sentencing

CASE SET: 11:00 a.m. BEGAN: 11:06am ENDED: 11:37am TIME IN COURT: