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6/19/19



U.S. Department of Justice

United States Attorney  
District of Maryland

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June 19, 2019

Ryan Burke, Esq.  
812 North Calvert Street  
Baltimore, Maryland 21202

Re: Carmine Vignola

Dear Counsel:

This letter, together with the Sealed Supplement, confirms the plea agreement (this "Agreement") that has been offered to your client, Carmine Vignola (hereinafter "Defendant"), by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have the Defendant execute it in the spaces provided below. If this offer has not been accepted June 28, 2019, it will be deemed withdrawn. The terms of the Agreement are as follows:

FILED \_\_\_\_\_  
LOGGED \_\_\_\_\_  
ENTERED \_\_\_\_\_  
RECEIVED \_\_\_\_\_  
SEP 23 2019  
BY CLERK, U.S. DISTRICT COURT  
DISTRICT OF MARYLAND  
DEPUTY  
*CP*

Offense of Conviction

1. The Defendant agrees to waive indictment and plead guilty to a one-count information charging the Defendant with false declarations before a grand jury, in violation of 18 U.S.C. § 1623(a). The Defendant admits that the Defendant is, in fact, guilty of the offense and will so advise the Court.

Elements of the Offense

2. The elements of the offense to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows:

First, that the testimony before the grand jury was given while the defendant was under oath;

Second, that such testimony was false as set forth in the information;

Third, that the matters as to which it is charged that defendant gave false testimony were material to the issues under inquiry by the grand jury.

Fourth, that such false testimony was given knowingly.

Penalties

3. The maximum penalties provided by statute for the offenses to which the Defendant is pleading guilty are as follows:

CT	STATUTE	MAX IMPRISONMENT	MAX SUPERVISED RELEASE	MAX FINE	SPECIAL ASSESSMENT
1	18 U.S.C. § 1623	5 years	3 years	\$250,000	\$100

a. **Prison:** If the Court orders a term of imprisonment, the Bureau of Prisons has sole discretion to designate the institution at which it will be served.

b. **Supervised Release:** If the Court orders a term of supervised release, and the Defendant violates the conditions of supervised release, the Court may order the Defendant returned to custody to serve a term of imprisonment up to the entire original term of supervised release if permitted by statute, followed by an additional term of supervised release.

c. **Payment:** If a fine is imposed, it shall be payable immediately, unless the Court orders otherwise under 18 U.S.C. § 3572(d). The Defendant may be required to pay interest if the fine is not paid when due.

f. **Collection of Debts:** If the Court imposes a fine, this Office's Financial Litigation Unit will be responsible for collecting the debt. If the Court establishes a schedule of payments, the Defendant agrees that: (1) the full amount of the fine is nonetheless due and owing immediately; (2) 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; and (3) the United States may fully employ all powers to collect on the total amount of the debt as provided by law. Until the debt is paid, the Defendant agrees to disclose all assets in which the Defendant has any interest or over which the Defendant exercises direct or indirect control. Until the money judgment is satisfied, the Defendant authorizes this Office to obtain a credit report in order to evaluate the Defendant's ability to pay, and to request and review the Defendant's federal and state income tax returns. The Defendant agrees to complete and sign a copy of IRS Form 8821 (relating to the voluntary disclosure of federal tax return information) and a financial statement in a form provided by this Office.

Waiver of Rights

4. The Defendant understands that by entering into this Agreement, the Defendant surrenders certain rights as outlined below:

a. If the Defendant had pled not guilty and persisted in that plea, the Defendant would have had the right to a speedy jury trial with the close assistance of competent

counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in defense, however, the Defendant would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in the Defendant's own defense if the Defendant so chose, and the Defendant would have the right to refuse to testify. If the Defendant chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from the Defendant's decision not to testify.

e. If the Defendant were found guilty after a trial, the Defendant would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that the Defendant may have to answer the Court's questions both about the rights being given up and about the facts of the case. Any statements that the Defendant makes during such a hearing would not be admissible against the Defendant during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, the Defendant will be giving up the right to file and have the Court rule on pretrial motions, and there will be no further trial or proceeding of any kind in the above-referenced criminal case, and the Court will find the Defendant guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status, including possible denaturalization. The Defendant recognizes that if the Defendant is not a citizen of the United States, or is a naturalized citizen, pleading guilty may have consequences with respect to the

Defendant’s immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including the Defendant’s attorney or the Court, can predict with certainty the effect of a conviction on immigration status. The Defendant is not relying on any promise or belief about the immigration consequences of pleading guilty. The Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any potential immigration consequences.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the “advisory guidelines range”) pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. § 3551-3742 (excepting 18 U.S.C. § 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant stipulate and agree to the Statement of Facts set forth in Attachment A, which is incorporated by reference herein. This Office and the Defendant further agree that the applicable guideline calculation is as follows:

a. Base Offense Level (U.S.S.G. § 2J1.3)	14
b. Substantial interference with admin. of justice (U.S.S.G. § 2J1.3(b)(2))	+3
TOTAL	17

c. The Government contends that the Court should apply U.S.S.G. § 2J1.3, abuse of position of trust, and increase the Defendant’s offense level by an additional three points. The Defendant reserves the right to dispute this guideline enhancement.

This Office does not oppose a two-level reduction in the Defendant’s adjusted offense level pursuant to U.S.S.G. § 3E1.1(a), based upon the Defendant’s apparent prompt recognition and affirmative acceptance of personal responsibility for the Defendant’s criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional one-level decrease in recognition of the Defendant’s timely notification of the Defendant’s intention to enter a plea of guilty. This Office may oppose any adjustment for acceptance of responsibility under U.S.S.G. § 3E1.1(a) and may decline to make a motion pursuant to U.S.S.G. § 3E1.1(b), if the Defendant: (i) fails to admit each and every item in the factual stipulation; (ii) denies involvement in the offense; (iii) gives conflicting statements about the Defendant’s involvement in the offense; (iv) is untruthful with the Court, this Office, or the United States Probation Office; (v) obstructs or attempts to obstruct justice prior to sentencing; (vi) engages in any criminal conduct between the date of this Agreement and the date of sentencing; (vii) attempts to withdraw the plea of guilty; or (viii) violates this Agreement in any way.

7. There is no agreement as to the Defendant's criminal history and the Defendant understands that the Defendant's criminal history could alter the Defendant's offense level. Specifically, the Defendant understands that the Defendant's criminal history could alter the final offense level if the Defendant is determined to be a career offender or if the instant offense was a part of a pattern of criminal conduct from which the Defendant derived a substantial portion of the Defendant's income.

8. Other than as set forth above, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines are in dispute or will be raised in calculating the advisory guidelines range.

#### Obligations of the Parties

9. At the time of sentencing, this Office and the Defendant reserve the right to advocate for a reasonable sentence, period of supervised release, and/or fine considering any appropriate factors under 18 U.S.C. § 3553(a). This Office and the Defendant reserve the right to bring to the Court's attention all information with respect to the Defendant's background, character, and conduct that this Office or the Defendant deem relevant to sentencing, including the conduct that is the subject of any counts of the Indictment. At the time of sentencing, this Office will move to dismiss any open counts against the Defendant.

#### Waiver of Appeal

10. In exchange for the concessions made by this Office and the Defendant in this Agreement, this Office and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or any other statute or constitutional provision, to appeal the Defendant's conviction on any ground whatsoever. This includes a waiver of all right to appeal the Defendant's conviction on the ground that the statutes to which the Defendant is pleading guilty is unconstitutional, or on the ground that the admitted conduct does not fall within the scope of the statutes to the extent that such challenges can be legally waived.

b. The Defendant and this Office knowingly and expressly waive all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed (including any term of imprisonment, fine, term of supervised release, or order of restitution) for any reason (including the establishment of the advisory sentencing guidelines range, the determination of the Defendant's criminal history, the weighing of the sentencing factors, and any constitutional challenges to the calculation and imposition of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release), except the Defendant reserves the right to appeal any sentence that exceeds the statutory maximum; and

c. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file

any request for documents from this Office or any investigating agency.

Defendant's Conduct Prior to Sentencing and Breach

11 13. a. Between now and the date of the sentencing, the Defendant will not engage in conduct that constitutes obstruction of justice under U.S.S.G. § 3C1.1; will not violate any federal, state, or local law; will acknowledge guilt to the probation officer and the Court; will be truthful in any statement to the Court, this Office, law enforcement agents, and probation officers; will cooperate in the preparation of the presentence report; and will not move to withdraw from the plea of guilty or from this Agreement.

b. If the Defendant engages in conduct prior to sentencing that violates the above paragraph of this Agreement, and the Court finds a violation by a preponderance of the evidence, then: (i) this Office will be free from its obligations under this Agreement; (ii) this Office may make sentencing arguments and recommendations different from those set out in this Agreement, even if the Agreement was reached pursuant to Rule 11(c)(1)(C); and (iii) in any criminal or civil proceeding, this Office will be free to use against the Defendant all statements made by the Defendant and any of the information or materials provided by the Defendant, including statements, information, and materials provided pursuant to this Agreement, and statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure. A determination that this Office is released from its obligations under this Agreement will not permit the Defendant to withdraw the guilty plea. The Defendant acknowledges that the Defendant may not withdraw the Defendant's guilty plea if the Court finds that the Defendant breached the Agreement.

Court Not a Party

12 11. The Court is not a party to this Agreement. The sentence to be imposed is within the sole discretion of the Court. The Court is not bound by the Sentencing Guidelines stipulation in this Agreement. The Court will determine the facts relevant to sentencing. The Court is not required to accept any recommendation or stipulation of the parties.

Entire Agreement

13 12. This letter, together with the Sealed Supplement, constitutes the complete plea agreement in this case. This letter, together with the Sealed Supplement, supersedes any prior understandings, promises, or conditions between this Office and the Defendant. There are no other agreements, promises, undertakings, or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement. No changes to this Agreement will be effective unless in writing, signed by all parties and approved by the Court.

If the Defendant fully accepts each and every term and condition of this Agreement, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

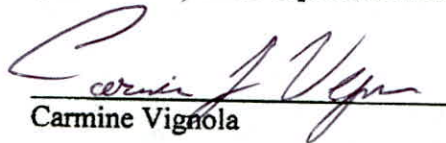
Robert K. Hur  
United States Attorney

By: 

Leo J. Wise  
Derek E. Hines  
Assistant United States Attorneys


I have read this Agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

9/3/19  
Date

  
Carmine Vignola

I am the Defendant's attorney. I have carefully reviewed every part of this Agreement, including the Sealed Supplement with the Defendant. The Defendant advises me that the Defendant understands and accepts its terms. To my knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

9/3/19  
Date

  
~~Ryan Burke, Esq.~~  
Gary Proctor

**ATTACHMENT A**

**STIPULATION OF FACTS**

The undersigned parties stipulate and agree that if this case had proceeded to trial, this Office would have proven the following facts beyond a reasonable doubt. The undersigned parties also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this matter proceeded to trial.

1. The Baltimore Police Department (“BPD”) is an agency of the State of Maryland whose law enforcement jurisdiction includes Maryland’s largest city, Baltimore.

2. Sworn members of the BPD must abide by the Law Enforcement Officer’s Code of Ethics, which provides, in pertinent part:

As a Law Enforcement Officer, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation; the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department ... I recognize the badge of my office as a symbol of public faith and I accept it as a public trust to be held so long as I am true to the ethics of police service.

3. CARMINE VIGNOLA joined the BPD on September 4, 2007, and became a police officer on July 25, 2008. VIGNOLA was promoted to Detective on March 20, 2014.

4. In March 2014, VIGNOLA served on a Special Enforcement Section (SES) unit assigned to BPD’s Western District. Officer 2 was VIGNOLA’s partner in the SES unit. Sergeant Keith Gladstone was the officer-in-charge of the SES unit.

5. On the evening of March 26, 2014, VIGNOLA, who was on duty, was having dinner with Gladstone at a restaurant in Baltimore. Gladstone received a call on his cell phone from W.J.

6. W.J. had just deliberately run over an arrestee, D.S., in the front yard of a home in Northeast Baltimore.

7. Gladstone asked VIGNOLA if he had a BB gun. VIGNOLA told him he did not. Gladstone asked VIGNOLA to call Officer 2, VIGNOLA’s, partner to ask him if he had a BB gun.



8. VIGNOLA then called Officer 2, who was not working that day, and learned that he had a BB gun at his home.
9. Gladstone and VIGNOLA then drove to Officer 2's home and retrieved the BB gun.
10. VIGNOLA understood that Gladstone retrieved the BB gun so that Gladstone could plant it at the scene of D.S.'s arrest in an attempt to justify W.J. running D.S. over.
11. Gladstone and VIGNOLA then drove to the site of D.S.'s arrest on Anntana Avenue and Bel Air Road in Northeast Baltimore City.
12. Once there, Gladstone exited the vehicle and headed toward the scene of the accident. VIGNOLA exited the vehicle but remained near it. Gladstone subsequently returned to the car, without the BB gun, and he and VIGNOLA left the scene.
13. D.S. was taken from the scene to the hospital, in custody, where drugs were recovered from him. He was then taken from the hospital to BPD's Central Booking where he was charged. Those charges included possession, use and discharge of a gas or pellet gun, for the BB gun that Gladstone planted at the scene of D.S.'s arrest, and a number of drug offenses.
14. D.S. was detained on those charges until at least April 2, 2014.
15. The charges against D.S. arising out of his arrest on March 26, 2014, were disposed of by *nolle prosequi*, which is a form of dismissal on January 16, 2015.
16. On March 1, 2017, W.J. and six other officers who had been members of the BPD's Gun Trace Task Force ("GTTF") were arrested on federal racketeering charges. Thereafter, it became public that multiple GTTF defendants were cooperating and providing information to the United States in an ongoing investigation.
17. In January 2018, VIGNOLA and Gladstone arranged to meet in person. In order to avoid detection, they arranged the meeting using their wives' cell phones.
18. VIGNOLA went to the YMCA near Gladstone's home in Pennsylvania. Gladstone had arranged to meet in the swimming pool to ensure that VIGNOLA did not have a recording device on him. Once Gladstone and VIGNOLA were in the swimming pool, VIGNOLA asked Gladstone words to the effect of, "do you have anything to worry about now, you know, since [W.J.] was arrested, do you have any concerns?" Gladstone responded that the only thing he was worried about was the incident on "Bel Air Road," which was a reference to the arrest of D.S. Gladstone told VIGNOLA that if he was brought in for questioning by federal law enforcement or prosecutors who had investigated the GTTF, that VIGNOLA should tell them that he, VIGNOLA, was not there, which they both knew was not true. When VIGNOLA said he had been seen by another officer at the scene, Gladstone told him to say that they were there for "scene assessment" or words to that effect, which was also not true because they did not

provide any "scene assessment." VIGNOLA then asked Gladstone, "what about [Officer 2]," referring to the fact that Officer 2 knew they had obtained the gun from him. Gladstone then told VIGNOLA to tell law enforcement that he, Gladstone, had taken the gun from his, Gladstone's, trunk, which was also not true, since Gladstone and VIGNOLA had obtained the gun from Officer 2.

19. On February 13, 2019, VIGNOLA testified before a federal Grand Jury sitting in Baltimore that was investigating allegations that the BB gun recovered at the scene of D.S.'s arrest had been planted there by law enforcement. VIGNOLA had previously testified under oath in his career as a police officer on numerous occasions.

20. VIGNOLA was duly sworn by the Foreperson of the Grand Jury before he was asked any questions.

21. VIGNOLA was then given the following advisements and asked the following questions by the prosecutor and gave the following answers:

Q. Detective Vignola, you've been subpoenaed to testify before a special federal grand jury that's investigating allegations of violations of federal criminal law. Do you understand that?

A. I do.

Q. You've just been given an oath by the foreperson and have promised to testify truthfully. Do you understand that?

A. I do.

Q. If you should lie or knowingly withhold information, you could be charged with the crimes of perjury or making a false statement, and if convicted be imprisoned. Do you understand that?

A. I do.

Q. You have the right to be represented by counsel in these proceedings, although your counsel cannot come with you into the grand jury room. I understand you have counsel with you here today who is outside the grand jury; is that correct?

A. Yes.

Q. If at any time you want to stop and consult with your counsel, you can do that. You just have to let me know that that's something you'd like to do, okay?

A. Yes.

22. VIGNOLA was then asked a series of questions by the prosecutor about the events of March 26, 2014.

Q. First, I want to ask you about March 26th, 2014, okay?

A. Yes.

Q. And I want to direct your attention to the evening and ask you, first, before the incident that I'm going to ask you about which you're aware of, I guess, where were you and who were you with?

A. That evening I was with my supervisor, Sergeant Gladstone. We were sitting down eating dinner at a restaurant. I believe it was a place called Chicken Rico.

Q. What happened while the two of you were sitting down having dinner that evening?

A. My sergeant gets a phone call, picks the phone up, out of the restaurant; he comes back in and asked me if I had a BB gun.

Q. And this is -- you said, my sergeant, this is Gladstone?

A. Yes.

Q. Had he ever asked you if you had a BB gun before?

A. No.

Q. All right. And so you said he got the call, took the call outside; is that right? So he got up and left --

A. Yes.

Q. So he got up and left and went outside, and then came back in, is that correct?

A. Yes.

Q. When he asked you if you had a BB gun, what did you say?

A. No.

Q. And then what happened?

A. Then he asked me to call my partner, who was off at the time.

Q. Who is your partner?

A. [Officer 2].

Q. What did he ask you to call him about?

A. He called to -- he wanted me to ask [Officer 2] if he had a BB gun.

Q. All right. Did you do that?

A. I did.

Q. And did you get your partner, [Officer 2], on the phone?

A. I did.

Q. And what happened?

A. He said, no.

Q. Okay.

A. At that -- would you like me to --

Q. And then what happened -- yeah.

A. At that time --

Q. Did you call him from the restaurant? Are you still in the restaurant?

A. Yes, still in the restaurant.

Q. Okay.

A. At that time, Gladstone gets up, walks out of the restaurant --

Q. This is for the second time?

A. For the second time.

Q. Okay. And where does he go?

A. He goes across the street where our vehicle, that we were driving that evening, is parked. I see him open the trunk, then I see him close the trunk. He comes back inside the restaurant and tells me we have to go.

Q. Did you see him do something in the trunk, or what could you see in terms of, from your vantage point, was going at the trunk?

A. So it was dark that evening and I believe he was wearing a dark coat. I couldn't see him enter the trunk, but I saw him walk over to the trunk, open it and then close it.

Q. Okay. Did he lean into it? Did you see anything like that?

A. No, I did not see him lean into it.

Q. You testified he came back and said you had to go; is that right?

A. Yes.

Q. All right. And then what happened?

A. So then we leave the restaurant. He starts driving at a high rate of speed. He tells me that [W.J.] had just hit somebody with a vehicle.

Q. Where are you going?

A. He told me [W.J.] hit somebody with a vehicle off of Belair Road.

Q. All right. And is that where you're headed now?

A. Yes. I believe we were heading up Belair Road at the time.

Q. You said at a high speed?

A. Yes.

Q. Now, you testified that he had previously asked you if you had a BB gun, and then asked you to call [Officer 2] to see if he had a BB gun, correct?

A. Yes.

Q. In the car, what did you think was happening, I guess, at the latest after he told you that [W.J.] had hit someone and you're now driving at high speeds to the scene?

A. Well, prior to that I was confused about the situation. When he told me that [W.J.] had hit somebody with the vehicle, I was, at that point, under suspicion that he was looking for a BB gun to plant as evidence.

Q. Where?

A. In the crime scene on the person. I wasn't sure at that time.

Q. Did you believe that's why you were heading there at high speed so that he could do that?

A. Yes.

Q. So what happened next?

A. At that point, we arrived at the crime scene. We get out of the vehicle –

23. Later, VIGNOLA was asked the following series of questions by a member of the Grand Jury and gave the following answers:

GRAND JUROR. From the time that you were asked to call your partner for the BB gun, till when you guys left the restaurant to go up to the scene, do you recall what that time frame was, how much time passed?

WITNESS. No. I can't give you a specific time frame. That was -- like I said, that was 5 years ago. We were going at a fast rate of speed on the way up there.

GRAND JUROR. Was it a relatively short period of time that he asked you about the BB gun and then said, all right, we got to go? You said he stepped out again.

WITNESS. Yeah. Yeah, so that was -- it might have been within the span of, this is a guesstimate, maybe 2, 3 minutes, like, the whole thing unfurling, and then him telling me we have to go.

GRAND JUROR. So you didn't finish your meal. It was, do you know anybody with a toy BB gun, call your partner, he steps out, comes back in, all right, we've got to go?

WITNESS. Yes.

GRAND JUROR. Were you and your partner close?

WITNESS. Yes.

GRAND JUROR. Were you and your sergeant close, too?

WITNESS. Yes.

GRAND JUROR. So it wasn't weird for -- did you feel weird that he asked you that question?

WITNESS. Yeah. So when he first asked me for a BB gun, I was under the assumption -- he asked me if I owned a BB gun. I said, no. If I personally had a BB gun. I said, no, and then he asked me to call my partner, Rob, which was, you know, I thought very unusual.

GRAND JUROR. But you still called him and asked him if he had it?

WITNESS. Yes. I was ordered by my sergeant to give my partner a call.

24. At no point in the rest of his grand jury testimony did VIGNOLA correct the lies he told about where the BB came from that Gladstone ultimately planted at the scene of D.S.'s arrest.
25. At the end of his testimony, VIGNOLA was given the following admonishment by the prosecutor:

[PROSECUTOR]. Any other questions for Detective Vignola?

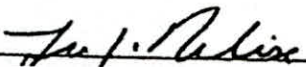
Seeing none, sir, after today if you realize anything you've said is incorrect or incomplete, you could be given the chance to come back and correct the record or add to it, but you have to

communicate that to your attorney, Mr. Burke, who will then communicate it to myself or [another prosecutor], and we will schedule another appearance before the grand jury for you. Do you understand that?


WITNESS. Yes.

26. Thereafter, at no time did VIGNOLA ask to return to the Grand Jury to correct the false testimony he had given.
27. As quoted above, VIGNOLA lied about where he and Gladstone obtained the BB gun that Gladstone subsequently planted at the scene of D.S.'s arrest. VIGNOLA testified under oath that he called his partner, Officer 2, but that Officer 2 did not have a BB gun. Thereafter, he testified that he and Gladstone went from the restaurant where they were eating to the scene of D.S.'s arrest. In truth, as VIGNOLA knew, Officer 2 did have a BB gun and VIGNOLA and Gladstone went to Officer 2's house to retrieve it before they went to the scene of D.S.'s arrest. These were material facts before the Grand Jury, as VIGNOLA knew.
28. VIGNOLA lied to the grand jury in an attempt to falsely minimize his and Officer 2's involvement in the planting of the BB gun at the scene of D.S.'s arrest. VIGNOLA did this to avoid criminal prosecution and adverse employment action by the BPD for himself and Officer 2.
29. On February 27, 2019, the Grand Jury returned an indictment charging Keith Gladstone with one count of conspiracy to deprive civil rights. The indictment alleged that Gladstone planted the BB gun recovered at the scene of D.S.'s arrest. The indictment contained the false information that VIGNOLA had provided to the Grand Jury, namely, that he had called Officer 2 and that Officer 2 told him that he did not have a BB gun; that VIGNOLA had subsequently seen Gladstone go to the trunk of his car before telling VIGNOLA they had to leave; and that VIGNOLA and Gladstone had then driven from the restaurant where they were eating to the scene of D.S.'s arrest.

SO STIPULATED:

  
Leo J. Wise  
Derek E. Hines  
Assistant United States Attorneys

  
Carmine Vignola  
Defendant

  
Ryan Burke, Esq.  
Counsel for Defendant

