



U.S. Department of Justice

United States Attorney  
District of New Jersey

970 Broad Street, 7<sup>th</sup> floor  
Newark, New Jersey 07102

973-645-2700

FAL/SER/PL AGR  
2017R00603

March 23, 2023

John C. Whipple, Esq.  
Whipple Azzarello, LLC  
161 Madison Avenue, Suite 325  
Morristown, New Jersey 07960

Re: Plea Agreement with Rahjon Cox, Jr.

Dear Mr. Whipple:

This letter sets forth the plea agreement between your client, Rahjon Cox, and the United States Attorney for the District of New Jersey ("this Office"). This offer will expire on April 7, 2023, if it is not accepted in writing by that date. If Cox does not accept this plea agreement, his sentencing exposure could increase beyond what is discussed in this plea agreement as a result of this Office's investigation.

Charges

Conditioned on the understandings specified below, this Office will accept a guilty plea from Cox to Counts One and Three of the Superseding Indictment (Crim. No. 21-369 (SDW)).

Count One (including Racketeering Acts One and Two), charges that, beginning at least in or around 2015 and continuing through at least in or around September 22, 2022, Cox conspired to violate the Racketeer Influenced and Corrupt Organizations ("RICO") Act, in violation of 18 U.S.C. § 1962(d).

~~Two~~  
**THREE**  
Count ~~Two~~ charges that, on or about July 24, 2019, Cox, knowing that he had previously been convicted of a crime punishable by imprisonment for a term exceeding one year, did knowingly possess in and affecting interstate commerce a Beretta PX4 Storm .40 caliber handgun, bearing serial number PY44520, loaded with nine rounds of .40 caliber ammunition and a Taurus Brazil PT111 Pro 9mm firearm, bearing serial number TCR76915, loaded with three rounds of 9mm ammunition, in violation of 18 U.S.C. §§ 922(g) and 2.

If Cox enters a guilty plea and is sentenced on these charges and otherwise fully complies with this agreement, this Office will not initiate any further criminal

charges against Cox for conspiring to violate and violating the Racketeer Influenced and Corrupt Organizations (“RICO”) Act, in violation of 18 U.S.C. § 1962, during the time period of in or around 2015 through on or about September 22, 2022 or unlawfully possessing firearms and ammunition on or about July 24, 2019.

But if a guilty plea in this matter is not entered for any reason or a guilty plea or judgment of conviction entered in accordance with this agreement does not remain in full force and effect, this Office may reinstate any dismissed charges and initiate any other charges against Cox even if the applicable statute of limitations period for those charges expires after Cox signs this agreement, and Cox agrees not to assert that any such charges are time-barred.

### Sentencing

The violation of 18 U.S.C. § 1962(d) charged in Count One of the Superseding Indictment to which Cox agrees to plead guilty carries a statutory maximum sentence of 20 years’ imprisonment and a statutory maximum fine equal to the greatest of (1) \$250,000, or (2) twice the gross amount of any pecuniary gain that any persons derived from the offense, or (3) twice the gross amount of any pecuniary loss sustained by any victims of the offense.

The violation of 18 U.S.C. § 922(g)(1) charged in Count Three of the Superseding Indictment to which Cox agrees to plead guilty carries a statutory maximum prison sentence of ten years, and a statutory maximum fine of: (1) \$250,000; (2) twice the gross amount of any pecuniary gain that any persons derived from the offense; or (3) twice the gross amount of any pecuniary loss sustained by any victims of the offense.

The prison sentences on Counts One and Three may run consecutively to each other and to any prison sentence Cox is serving or is ordered to serve.

The sentence to be imposed upon Cox is within the sole discretion of the sentencing judge, subject to the provisions of the Sentencing Reform Act, 18 U.S.C. §§ 3551-3742, and the sentencing judge’s consideration of the United States Sentencing Guidelines. Those Guidelines are advisory, not mandatory. The sentencing judge may impose any reasonable sentence up to and including the statutory maximum term of imprisonment and the maximum statutory fine. This Office cannot and does not make any representation or promise as to what Guidelines range may be found by the sentencing judge, or as to what sentence Cox ultimately will receive.

Further, in addition to imposing any other penalty on Cox, the sentencing judge as part of the sentence:

- (1) will order Cox to pay an assessment of \$100 per count pursuant to 18 U.S.C. § 3013, which assessment must be paid by the date of sentencing;
- (2) must order Cox to pay restitution pursuant to 18 U.S.C. § 3663 *et seq.*;
- (3) must order forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 1963(a), 21 U.S.C. § 853, and 28 U.S.C. § 2461; and
- (4) pursuant to 18 U.S.C. § 3583, may require Cox to serve a term of supervised release of up to three years per count, which will begin at the expiration of any term of imprisonment imposed. Should Cox be placed on a term of supervised release and subsequently violate any of the conditions of supervised release before the expiration of its term, Cox may be sentenced to not more than two years' imprisonment per count, in addition to any prison term previously imposed, regardless of the statutory maximum term of imprisonment set forth above and without credit for time previously served on post-release supervision, and may be sentenced to an additional term of supervised release.

#### Forfeiture

As part of Cox's acceptance of responsibility, and pursuant to 18 U.S.C. § 924(d)(1) and 28 U.S.C. § 2461(c), Cox agrees to forfeit to the United States all right, title, and interest, if any, in the following items seized on or about July 24, 2019:

A Beretta PX4 Storm .40 caliber handgun, bearing serial number PY44520;

Nine rounds of .40 caliber ammunition;

A Taurus Brazil PT111 Pro 9mm firearm, bearing serial number TCR76915;

and

Three rounds of 9mm ammunition

(collectively, the "Specific Property").

Cox acknowledges that the Specific Property is subject to forfeiture as firearms or ammunition involved in or used in the violations charged in Counts One and Three of the Superseding Indictment.

Cox waives the requirements of Rules 32.2 and 43(a) of the Federal Rules of Criminal Procedure regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Pursuant to Fed. R. Crim. P. 32.2(b)(4), Cox consents to the entry of a

forfeiture order that, in the Office's discretion, may be final as to the defendant prior to the defendant's sentencing. Cox understands that criminal forfeiture pursuant to 18 U.S.C. § 924(d)(1) and 28 U.S.C. § 2461(c) is part of the sentence that may be imposed in this case and waives any failure by the court to advise Cox of this pursuant to Fed. R. Crim. P. 11(b)(1)(J) at the guilty plea proceeding. Cox further understands that Cox has no right to demand that any forfeiture of Cox's assets be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose in addition to forfeiture. Cox waives all constitutional, statutory, and other challenges to the forfeiture on all grounds, including that the forfeiture constitutes an excessive fine or punishment under the Eighth Amendment.

Cox also consents to the administrative and/or civil judicial forfeiture of the Specific Property pursuant to 18 U.S.C. § 984. Cox agrees that Cox will not file a claim or a petition for remission or mitigation in any forfeiture proceeding involving the Specific Property and will not cause or assist anyone else in doing so. To the extent Cox has filed a claim or petition in any administrative or civil judicial forfeiture proceeding involving the Specific Property, such claims or petitions are deemed withdrawn. Cox further agrees to take all necessary steps to pass clear title to the Specific Property to the United States, including, but not limited to, the surrender of such property to the United States, its agent, or designee, and the execution of all necessary documentation.

Cox further consents and agrees to forfeit and abandon to federal, state, and/or local law enforcement all of Cox's right, title, and interest in the Specific Property; waives all challenges of any kind to the forfeiture and abandonment of this property by federal, state, and/or local law enforcement; waives any additional notice requirement in connection with the forfeiture and/or abandonment of this property; and consents to the destruction of the forfeited and/or abandoned property at the discretion of federal, state, and/or local law enforcement.

#### Rights of This Office Regarding Sentencing

Except as otherwise provided in this agreement, this Office may take any position with respect to the appropriate sentence to be imposed on Cox by the sentencing judge. This Office may also correct any misstatements relating to the sentencing proceedings and provide the sentencing judge and the United States Probation Office all law and information relevant to sentencing, favorable or otherwise. And this Office may inform the sentencing judge and the United States Probation Office of: (1) this agreement; and (2) the full nature and extent of Cox's activities and relevant conduct with respect to this case.

### Stipulations

This Office and Cox will stipulate at sentencing to the statements set forth in the attached Schedule A, which is part of this plea agreement. Both parties understand that the sentencing judge and the United States Probation Office are not bound by those stipulations and may make independent factual findings and may reject any or all of the parties' stipulations. Nor do these stipulations restrict the parties' rights to respond to questions from the Court and to correct misinformation that has been provided to the Court.

This agreement to stipulate on the part of this Office is based on the information and evidence that this Office possesses as of the date of this agreement. Thus, if this Office obtains or receives additional evidence or information prior to sentencing that it believes materially conflicts with a Schedule A stipulation, that stipulation shall no longer bind this Office. A determination that a Schedule A stipulation is not binding shall not release the parties from any other portion of this agreement, including any other Schedule A stipulation.

If the sentencing court rejects a Schedule A stipulation, both parties reserve the right to argue on appeal or at post-sentencing proceedings that the sentencing court did so properly. Finally, to the extent that the parties do not stipulate to a particular fact or legal conclusion in this agreement, each reserves the right to argue how that fact or conclusion should affect the sentence.

### Waiver of Appeal and Post-Sentencing Rights

As set forth in Schedule A and the paragraph below, this Office and Cox waive certain rights to appeal, collaterally attack, or otherwise challenge the judgment of conviction or sentence.

### Immigration Consequences

Cox understands that, if Cox is not a citizen of the United States, Cox's guilty plea to the charged offenses will likely result in Cox being subject to immigration proceedings and removed from the United States by making Cox deportable, excludable, or inadmissible, or ending Cox's naturalization. Cox understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. Cox wants and agrees to plead guilty to the charged offenses regardless of any immigration consequences of this plea, even if this plea will cause Cox's removal from the United States. Cox understands that Cox is bound by this guilty plea regardless of any immigration consequences. Accordingly, Cox waives any right to challenge the guilty plea, sentence, or both based on any immigration consequences. Cox also agrees not to seek to withdraw this guilty plea, or to file a direct appeal, or any kind of collateral attack challenging

the guilty plea, conviction, or sentence, based on any immigration consequences of the guilty plea or sentence.

Other Provisions

This agreement is limited to the United States Attorney's Office for the District of New Jersey and cannot bind other federal, state, or local authorities. If requested to do so, however, this Office will bring this agreement to the attention of other prosecuting offices.

This agreement was reached without regard to any civil or administrative matters that may be pending or commenced in the future against Cox. So this agreement does not prohibit the United States, any agency thereof (including the Internal Revenue Service and Immigration and Customs Enforcement) or any third party from initiating or prosecuting any civil or administrative proceeding against him.

No provision of this agreement shall preclude Cox from pursuing in an appropriate forum, when permitted by law, a claim that he received constitutionally ineffective assistance of counsel.

No Other Promises

This agreement constitutes the entire plea agreement between Cox and this Office and supersedes any previous agreements between them. No additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties.

Very truly yours,

PHILIP R. SELLINGER  
United States Attorney

*Francesca Liguori*

By: Francesca Liguori  
Assistant U.S. Attorney

APPROVED:

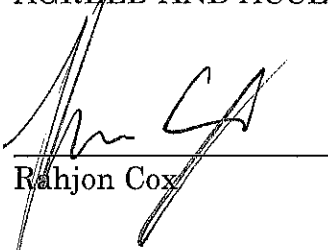


---

Jamel Semper  
Deputy Chief, Criminal Division

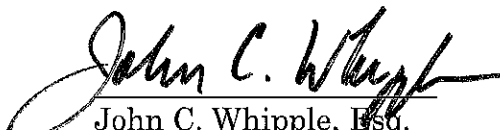
I have received this letter from my attorney, John C. Whipple, Esq. I have read it. My attorney and I have reviewed and discussed it and all of its provisions, including those addressing the charges, sentencing, stipulations (including the attached Schedule A), waiver, forfeiture, restitution, and immigration consequences. I understand this letter fully and am satisfied with my counsel's explanations. I accept its terms and conditions and acknowledge that it constitutes the plea agreement between the parties. I understand that no additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties. I want to plead guilty pursuant to this plea agreement.

AGREED AND ACCEPTED:

  
Rahjon Cox

Date: 3/27/23

I have reviewed and discussed with my client this plea agreement and all of its provisions, including those addressing the charges, sentencing, stipulations (including the attached Schedule A), waiver, forfeiture, restitution, and immigration consequences. My client understands this plea agreement fully and wants to plead guilty pursuant to it.

  
John C. Whipple, Esq.  
Counsel for Defendant

Date: 3/27/23



Plea Agreement With Rahjon Cox ("Cox")

Schedule A

1. This Office and Cox recognize that the United States Sentencing Guidelines do not bind the sentencing judge. Each party nevertheless agrees to these stipulations.

2. The version of the Guidelines effective November 1, 2021 applies in this case.

Count One: RICO Conspiracy

3. The applicable guideline is U.S.S.G. § 2E1.1. This guideline carries a Base Offense Level equal to the greater of 19 or the offense level applicable to the underlying racketeering activity. *See* U.S.S.G. § 2E1.1(a).

4. Where there is more than one underlying offense, each underlying offense is treated as if it were a separate count of conviction for the purposes of U.S.S.G. § 2E1.1(a)(2). *See* U.S.S.G. § 2E1.1, Application Note 1.

A. Count One, Racketeering Act One (Aggravated Assault)

5. For Count One, Racketeering Act One, the underlying racketeering activity is the aggravated assault of Victim-1, contrary to N.J.S.A. 2C:12-1(b)(2), in violation of 18 U.S.C. § 1962(d).

6. The defendant was previously sentenced for this conduct, and his conviction was prior to the last overt act of the instant offense. Thus, this offense should be treated as a prior offense under U.S.S.G. § 4A1.2(a)(1) and not as part of the instant offense. *See* U.S.S.G. § 2E1.1, Application Note 4.

B. Count One, Racketeering Act Two (Drug Conspiracy)

7. For Count Two, Racketeering Act Two, the underlying racketeering activity is a conspiracy to distribute marijuana, contrary to 21 U.S.C. § 846, in violation of 18 U.S.C. § 1962(d).

8. The offense level applicable to the underlying racketeering activity is 18, as the offense involved at least 40 kilograms but less than 60 kilograms of marijuana. *See* U.S.S.G. § 2D1.1(c)(11).

9. Since the offense level for this racketeering act is less than 19, the offense level applicable to the underlying racketeering activity in Count One is 19. *See* U.S.S.G. § 2E1.1(a).

10. Because Cox was an organizer, leader, manager, or supervisor as described in U.S.S.G. § 3B1.1(c), the Base Offense Level for Count One is increased by two levels. *See* U.S.S.G. § 3B1.1(c).

Count Three: Possession of Firearms and Ammunition by a Convicted Felon

11. The applicable guideline for the violation of 18 U.S.C. § 922(g)(1) set forth in Count Three of the Superseding Indictment is U.S.S.G. § 2K2.1.

12. Pursuant to U.S.S.G. § 2K2.1(a)(4)(A), the Base Offense Level is 20 because Cox committed the offense subsequent to sustaining a felony conviction for a crime of violence.

Grouping of Multiple Counts

13. The sentences for Count One (including Racketeering Acts One and Two) and Count Three are subject to the grouping rules set forth in U.S.S.G. §§ 3D1.1, 3D1.2, and 3D1.3.

A. Group One

14. The offense charged in Count One, Racketeering Act One is not to be grouped with any other count. *See* U.S.S.G. §§ 3D1.2(a)-(d). However, pursuant to U.S.S.G. § 2E1.1, Application Note 4, this offense should be treated as a prior offense under U.S.S.G. § 4A1.2(a)(1) and not as part of the instant offense.

15. The offense charged in Count One, Racketeering Act Two is not to be grouped with any other count and therefore it constitutes a single group (“Group One”). *See* U.S.S.G. §§ 3D1.2(a)-(d). Accordingly, Group One has an offense level of 21.

B. Group Two

16. The offense charged in Count Three constitutes a second group (“Group Two”). *See* U.S.S.G. § 3D1.2(a). Accordingly, Group Two has an offense level of 20.

C. Combined Offense Level (Unit Analysis)

17. Pursuant to U.S.S.G. § 3D1.4(a), Group One is the Group with the higher offense level because it has an adjusted base offense level of 21.

18. Group Two counts as a second unit, as it is from 1 to 4 levels less serious than Group One. *See* U.S.S.G. § 3D1.4(a).

19. Accordingly, the combined offense level is 23.

20. As of the date of this letter, Cox has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for the offenses charged. Therefore, a downward adjustment of 2 levels for acceptance of responsibility is appropriate if Cox's acceptance of responsibility continues through the date of sentencing. *See* U.S.S.G. § 3E1.1(a).

21. As of the date of this letter, Cox has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting this Office to avoid preparing for trial and permitting this Office and the court to allocate their resources efficiently. At sentencing, this Office will move for a further 1-point reduction in Cox's offense level pursuant to U.S.S.G. § 3E1.1(b) if the following conditions are met: (a) Cox enters a plea pursuant to this agreement, (b) this Office, in its discretion, determines that Cox's acceptance of responsibility has continued through the date of sentencing and Cox therefore qualifies for a 2-point reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a), and (c) Cox's offense level under the Guidelines prior to the operation of § 3E1.1(a) is 16 or greater.

22. Accordingly, the parties agree that the total Guidelines offense level applicable to Cox is 20 (the "Total Offense Level").

23. The parties agree not to advocate for any upward or downward adjustment or departure from the Guidelines range resulting from (a) the Total Offense Level and (b) the criminal history category that the sentencing judge applies under Chapter 4 of the Guidelines without any departure or variance. But each party may seek a variance from that Guidelines range, which the other party may oppose.

24. If the term of imprisonment does not exceed 63 months, and except as specified in the next paragraph below, Cox will not challenge or seek to reduce by any means any component of the sentence imposed by the sentencing judge for any reason other than ineffective assistance of counsel. The term "any means" includes a direct appeal under 18 U.S.C. § 3742 or 28 U.S.C. § 1291, a motion to vacate the sentence under 28 U.S.C. § 2255, a motion to reduce the term of imprisonment under 18 U.S.C. § 3582(c)(1) or (c)(2), a motion for early termination of supervised release under 18 U.S.C. § 3583(e)(1), and any other appeal, motion, petition, or writ, however captioned, that seeks to attack or modify any component of the sentence. If the term of imprisonment is at least 51 months, this Office will not challenge by appeal, motion, or writ any component of the sentence imposed by the sentencing judge. The provisions of this paragraph bind the parties even if the sentencing judge employs a Guidelines analysis different from the one above.

25. Both parties reserve the right to file or to oppose any appeal, collateral attack, writ or motion not barred by the preceding paragraph or any other provision of this plea agreement. Moreover, the preceding paragraph does not apply to:

- (a) Any proceeding to revoke the term of supervised release.
- (b) A motion to reduce the term of imprisonment under 18 U.S.C. § 3582(c)(1)(A).
- (c) An appeal from the denial of a § 3582(c)(1)(A) motion on the grounds that the court erred in finding no extraordinary and compelling circumstances warranting a reduced term of imprisonment or that the court failed to consider those circumstances as a discretionary matter under the applicable factors of 18 U.S.C. § 3553(a).