

**FILED**

**FEB 27 2004**

**LARRY W. PROPPS, CLERK  
COLUMBIA, SC**

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE DISTRICT OF SOUTH CAROLINA  
COLUMBIA DIVISION

UNITED STATES OF AMERICA )

Criminal No: 3:03-1010

v. )

PLEA AGREEMENT

████████████████████ )

AGREEMENT made this 20th day of February, 2004,

between and among the United States of America, as represented by  
United States Attorney J. STROM THURMOND, JR., Assistant United  
States Attorney Eric Wm. Ruschky; the Defendant, ██████████  
██████████, and Defendant's Attorney, Langdon Long, Esquire.

IN CONSIDERATION of the mutual promises made herein, the  
parties hereto agree as follows:

1. The Defendant, ██████████, agrees to plead guilty to one count of the Indictment now pending, FED. R. CRIM.P. 11(a).
2. The Defendant, ██████████, agrees to consent to the commencement of a presentence investigation immediately, FED. R. CRIM. P. 32(c).
3. For the purpose of establishing the amount of restitution pursuant to Title 18, United States Code, Section 3663A the Defendant, ██████████, agrees that the amount of loss is \$1,440.37 to the merchants identified in the Indictment.
4. The Defendant, ██████████, understands and agrees that by pleading guilty as contemplated by this Plea Agreement he will be prohibited pursuant to Title 12 U.S.C., Section 1829(a)

21

from: (i) becoming or continuing as, an institution-affiliated party (as defined by Title 12 U.S.C., Section 1813(u)) with any insured depository institution; (ii) owning or controlling, directly or indirectly, any insured depository institution; or (iii) participating, directly or indirectly, in the conduct of affairs of any insured depository institution without the prior written consent of the Federal Deposit Insurance Corporation. The Defendant, [REDACTED], further understands and agrees pursuant to the provisions of Title 12, U.S.C. Section 1829(a)(2) the Federal Deposit Insurance Corporation may not provide such written consent during the 10-year period beginning on the date the conviction becomes final. The Defendant further understands and agrees that the maximum penalty for knowingly violating Title 12, U.S.C. Section 1829(a) is five (5) years imprisonment, a one million dollar (\$1,000,000) fine for each day a violation continues, or both.

The Defendant, [REDACTED], further understands and agrees that by pleading guilty as contemplated by this Plea Agreement he will be prohibited pursuant to Title 12, U.S.C., Section 1785(d) from (i) becoming, or continuing as, an institution-affiliated party with any insured credit union; or (ii) otherwise participating, directly or indirectly, in the conduct of the affairs of any insured credit union without the prior written consent of the National Credit Union Administration Board. The

Defendant, ██████████, further understands and agrees that pursuant to the provisions of Title 12, U.S.C., Section 1785(d)(2)(A) the National Credit Union Administration Board may not provide such written consent during the 10-year period beginning on the date the conviction becomes final. The Defendant further understands and agrees that the maximum penalty for knowingly violating Title 12 U.S.C., Section 1785(d) is five (5) years imprisonment, a one million dollar (\$1,000,000) fine for each day a violation continues, or both.

5. The Attorneys for the Government agree not to prosecute the Defendant, ██████████, for other offenses committed in the District of South Carolina between on or about September 1, 2001, and on or about July 7, 2002, that is a total of approximately 80 counterfeit checks purportedly drawn on accounts of Bobbi Brazell and Ulistine Goodwin totaling approximately \$14,037.52, which are the same or similar character as those cited herein, with the understanding by the Defendant that no limitation shall be placed upon the Court's consideration of information concerning the background, character, and conduct of the Defendant for the purpose of imposing an appropriate sentence, and such other offenses may be considered as relevant conduct pursuant to Section 1B1.3 of the United States Sentencing Commission Guidelines, FED R. CRIM. P. 8(a).

6. The Attorneys for the Government agree to dismiss the

remaining counts of the Indictment with the understanding by the Defendant, [REDACTED], that no limitation shall be placed upon the Court's consideration of any information concerning the background, character, and conduct of the Defendant for the purpose of imposing an appropriate sentence, and such dismissed counts may be considered as relevant conduct pursuant to Section 1B1.3 of the United States Sentencing Commission Guidelines, FED. R. CRIM. P. 11(e) (1) (A).

7. The Defendant, [REDACTED], understands that the matter of sentencing is within the sole discretion of the Court, and that the sentence applicable to Defendant's case will be imposed in conformity with the United States Sentencing Commission Guidelines, Application Notes and Policy Statements. The Defendant also understands that Defendant's sentence has not yet been determined by the Court, and that any estimate of a probable sentencing range Defendant may have received from Defendant's attorney, the Attorneys for the Government, or the United States Probation Office is only a prediction, not a promise, and is not binding on the Attorneys for the Government, the Probation Office or the Court. The Defendant further understands that the Attorneys for the Government retain the right to inform the Court of any relevant facts, to address the Court with respect to the nature of the offense, to respond to questions raised by the Court, to correct any inaccuracies or inadequacies in the presentence report,

to respond to any statements made to the Court by or on behalf of the Defendant, and to summarize all evidence which would have been presented at trial to establish a factual basis for the plea, FED. R. CRIM. P. 11(f).

8. The parties hereby agree that this Plea Agreement contains the entire agreement of the parties; that this Agreement supersedes all prior promises, representations and statements of the parties; that this Agreement shall not be binding on any party until the Defendant tenders a plea of guilty to the court having jurisdiction over this matter; that this Agreement may be modified only in writing signed by all parties; and that any and all other promises, representations and statements, whether made prior to, contemporaneous with or after this Agreement, are null and void.

02-20-04  
DATE

Feb. 20, 2004  
DATE

2-5-04  
DATE

  
Defendant

Langdon D. Long  
Langdon Long  
Attorney for the Defendant

J. STROM THURMOND, JR.  
UNITED STATES ATTORNEY

BY: Eric Wm. Ruschky  
Eric Wm. Ruschky  
Assistant U. S. Attorney