

**FILED**  
3-22-10  
MAR 22 2010

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

MICHAEL T. MASON  
UNITED STATES MAGISTRATE JUDGE  
UNITED STATES DISTRICT COURT

UNITED STATES OF AMERICA	)	
	)	No. 10 CR 186
vs.	)	Judge Michael T. Mason
	)	
WILLIAM E. DUGAN	)	

**PLEA AGREEMENT**

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, PATRICK J. FITZGERALD, and defendant WILLIAME. DUGAN, and his attorneys, JOSEPH DUFFY and COREY B. RUBENSTEIN, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The parties to this Agreement have agreed upon the following:

**Charge in This Case**

2. The information in this case charges defendant with receiving and accepting the payment and delivery of a thing of value from an employer whose employees were represented by the union in which the defendant was an officer, in violation of Title 29, United States Code, Section 186(b)(1).

3. Defendant has read the charge against him contained in the information, and that charge has been fully explained to him by his attorney.

4. Defendant fully understands the nature and elements of the crime with which he has been charged.

**Charge to Which Defendant is Pleading Guilty**

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the information, which charges defendant with receiving and accepting the payment and delivery of a thing of value from an employer whose employees were represented by the union in which the defendant was an officer, in violation of Title 29, United States Code, Section 186(b)(1).

**Factual Basis**

6. Defendant will plead guilty because he is in fact guilty of the charge contained in the information. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt:

In approximately April 2005, WILLIAM E. DUGAN ("DUGAN"), an officer and employee of a labor organization, to wit: International Union of Operating Engineers Local 150 ("IUOE 150") did unlawfully, willfully, and knowingly request, demand, receive and accept, and agree to receive and accept the payment and delivery of a thing of value, namely concrete buffalo feeders, having a value of approximately no more than \$1000 from Company A, an employer whose employees were employed in an industry affecting commerce and which employed individuals represented by the International Union of Operating Engineers Local 150 in violation of Title 29, United States Code, Section 186(b)(1).

More specifically, between approximately 1988 through 2005, DUGAN was the

President and Business Manager of IUOE 150. In approximately April 2005, DUGAN instructed the Assistant to the President of IUOE 150 to contact the vice-president of Company A to build an concrete open pipe shaped device to be used as a buffalo feeding trough for DUGAN's farm in Hancock, Maryland. When Company A asked for the specifications, DUGAN drew out the design specifications and gave them to his assistant who faxed the specifications to Company A's Elgin, Illinois facility. Company A custom fabricated two open pipe-shaped devices to feed buffalo based upon specifications DUGAN supplied, with each feeder weighing approximately between 6,000 and 8,000 pounds. The materials and labor to fabricate the feeders was approximately \$500 apiece. Upon completion, DUGAN directed another employee of IUOE 150 to transport the buffalo feeders fabricated by Company A from Elgin, Illinois to DUGAN's buffalo farm in Hancock, Maryland. At the time of the fabrication and delivery of the feeders, Company A employed members of IUOE 150. DUGAN did not pay Company A for the buffalo feeders they fabricated for him.

7. Defendant also acknowledges that for the purpose of computing his sentence under the Sentencing Guidelines, the following conduct, to which he stipulates, constitutes relevant conduct under Guideline §1B1.3:

**Receipt of payment or items of value - Buffalo Feeders**

a. In approximately July of 2004, DUGAN, while President and Business Manager of IUOE 150, instructed the Assistant to the President of IUOE 150 to obtain two

additional concrete buffalo feeders for DUGAN's farm in Hancock, Maryland. Based upon his request, the Assistant to the President of IUOE 150 contacted the vice-president of Company A and requested that they fabricate two additional buffalo feeders according to the previously supplied specifications. Based upon this request, Company A fabricated two additional concrete buffalo feeders each of which were 6 feet 9 inches in diameter, three and one half feet tall, and weighing between 6,000 and 8,000 pounds. The materials and labor to fabricate these feeders was approximately \$500 apiece. Company A notified the Assistant to the President of IUOE 150 when the fabrication was completed, and thereafter, DUGAN directed another employee of IUOE 150 to transport the buffalo feeders from Company A's Elgin, Illinois plant to DUGAN's buffalo farm in Hancock, Maryland. At the time of the fabrication and delivery of the feeders, Company A employed members of IUOE 150. DUGAN did not pay Company A for the buffalo feeders they fabricated for him.

**Receipt of payment or items of value - Caterpillar 963**

b. In approximately October 2002, DUGAN directed an IUOE 150 officer to try and find him a piece of equipment known as a front end loader for use on DUGAN's farm in Maryland. Thereafter, the officer contacted the president of Company B and asked if he would provide a Caterpillar 963 for use on DUGAN's farm in Maryland. At the time of this request, ~~Company B, whose principal place of business was in the Northern District of Illinois, also maintained a facility in Pennsylvania.~~ Based upon the request by the officer of IUOE 150, the president of Company B directed his Pennsylvania facility to rent a Caterpillar

963 from an equipment rental business in Annapolis Junction, Maryland and deliver it to DUGAN's farm in Hancock, Maryland, for the period of October 23, 2002 through November 11, 2002. Company B's cost to rent and transport this equipment to DUGAN's farm was approximately \$7,265. At the time of the equipment rental, Company B was an employer whose employees were employed in an industry affecting commerce and represented by International Union of Operating Engineers Local 150.

**Receipt of payment or items of value - Skid Steer**

c. In approximately December of 2004, Company B, began replacing approximately eleven company owned skid steers (small four-wheel drive engine powered machines with lift arms capable of being fitted with a variety of attachments including a front loader bucket) with newer models from a different manufacturer. In approximately December 2004, an officer of IUOE 150 learned of this replacement, advised DUGAN, and asked if he was interested in obtaining one of the skid steers that the company was selling. DUGAN told the IUOE 150 officer that he was interested in obtaining one of the skid steers for use on his farm in Maryland. Thereafter, the IUOE 150 officer arranged with the president of Company B to obtain a skid steer for DUGAN. On approximately December 20, 2004, Company B provided DUGAN a Case 95XT skid steer, serial number JAF0299181, with a market price of between \$7,000 and \$11,000, for the below-market price of \$2,400. The company provided DUGAN with a sales receipt dated January 27, 2005, which listed the sales price of \$2,400 and included false language which identified the skid

steer as having an "inoperable engine and damaged lift arms." In truth and in fact, there was no such damage to the unit, but Company B included this language on DUGAN's receipt to conceal and justify the below-market sale price. Sometime later, DUGAN directed another employee of IUOE 150 to transport this skid steer to DUGAN's farm in Maryland. At the time of the below-market sale to DUGAN, Company B was an employer whose employees were employed in an industry affecting commerce and represented by International Union of Operating Engineers Local 150.

**Conversion of Union Assets -- Corn**

d. Beginning in approximately 2003 and continuing through 2005, DUGAN, while President and Business Manager of IUOE 150, did convert to his own use approximately \$4,800 worth of property and assets of IUOE 150. Specifically, beginning in approximately 2001, IUOE 150 purchased a parcel of farmland in Will County, Illinois, and solicited a local farmer ("farmer") to cultivate the land. Between 2002 and 2005, the farmer began to pay rent in the form of checks and crops. The farmer annually paid rent with checks payable to IUOE 150 in amounts ranging from \$11,000 to \$14,000, with the memo section bearing the words "cash rent." In addition to the cash rent, the farmer was required to supply DUGAN with approximately two 400-bushel truckloads of feed-grade ear corn for the years 2003, 2004, and 2005. The value of the corn was approximately \$800 per truckload and approximately \$1,600 per season. In the fall of 2003, 2004, and 2005, an employee of IUOE 150 driving a semi-tractor and dump trailer owned by the union's apprenticeship

training center picked up the corn supplied by the farmer and transported it to DUGAN's farm in Maryland.

**Conversion of Pension Fund Assets -- 953**

e. Beginning no later than approximately March 2003 and continuing until approximately May 2003, DUGAN willfully converted to his own use, a Caterpillar 953 front end loader belonging to the Apprenticeship Skills Improvement Program, ("ASIP"), an employee welfare benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974 and a fund connected with such plan, for his own personal benefit. At the time of this conversion, DUGAN was the Chairman of the Board of Trustees of ASIP, and as such was both a fiduciary and party of interest of the ASIP. DUGAN requested an ASIP employee to transport the ASIP Caterpillar 953 to Maryland for use on DUGAN's farm. Approximately six weeks later, in approximately May 2003, DUGAN requested the same ASIP employee to drive to Maryland and return the ASIP Caterpillar 953 to the ASIP training facility in Plainfield, Illinois. The value of DUGAN's use of the ASIP equipment was no less than \$2,100.

**Conversion of Pension Fund Assets -- Vehicle Use**

f. Beginning no later than approximately 2001 and continuing through 2006, WILLIAM E. DUGAN willfully converted to his own use, a semi-tractor and trailers belonging to the ASIP, an employee welfare benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974 and a fund connected with such plan, for his own

personal benefit. At the time of these conversions, DUGAN was the Chairman of the Board of Trustees of ASIP, and as such was both a fiduciary and party of interest of the ASIP. Twice a year from 2002 through 2005, DUGAN directed an employee of IUOE 150 to use an ASIP semi-tractor and dump trailer to transport corn from Illinois to DUGAN's farm in Maryland. Between 2001 and 2006, DUGAN directed an employee of IUOE 150 and an employee of ASIP to transport other items including a Caterpillar 963, Caterpillar 953, multiple concrete buffalo feeders, and other goods and equipment from Illinois to Maryland using the ASIP semi-tractor and lowboy trailer in addition to a pickup truck and tag trailer.

The value of DUGAN's use of these ASIP vehicles was no less than \$15,000.

**False Statement**

L i e s

g. On or about August 9, 2005, DUGAN knowingly and willfully made a materially false, fictitious, and fraudulent statement in a matter within the United States Department of Labor, an agency of the United States government, in that defendant caused to be filed a U.S. Department of Labor Form LM-30 for calendar year 2004 which he declared to be true, correct, and complete, in which he reported only the receipt of a Christmas gift valued at \$50 from an accounting firm doing business with IUOE 150 but knowingly failed to disclose the receipt of items of monetary value from a business whose employees IUOE 150 represented and items received from a business which was otherwise dealing with IUOE 150. Specifically, the Labor Management Reporting and Disclosure Act of 1959 requires the filing of an annual report ("Form LM-30") by union officers and



employees in which said officers and employees disclose the receipt of any benefit with a monetary value from a business whose employees the labor organization represents or does business with the union. On or about August 9, 2005, DUGAN, the President and Business Manager of IUOE 150 filed an LM-30 report for calendar year 2004 which he declared under penalties of perjury that all the information contained in the form was true, correct, and complete. However, in this report, DUGAN reported only the receipt of a Christmas gift valued at \$50 from the accounting firm doing business with IUOE 150 but willfully failed to disclose his receipt of: a) concrete buffalo feeders with monetary value of approximately \$1000 in calendar year 2004 from Company A, a business whose employees Local 150 represents, and (b) the receipt of approximately \$1,600 of corn in calendar year 2004 from a business which was otherwise dealing with Local 150.

Therefore, for purposes of calculating the guidelines promulgated by the United States Sentencing Commission, the total loss for the charged and relevant conduct is approximately \$33,365.

(not quite just a concrete pie, eh!)

#### **Maximum Statutory Penalties**

8. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 12 months imprisonment and a maximum fine of \$100,000. Defendant further understands that the judge also may impose a term of supervised release of not more than one year.

b. In accord with Title 18, United States Code, Section 3013, defendant will be assessed \$25 on the charge to which he has pled guilty, in addition to any other penalty imposed.

**Sentencing Guidelines Calculations**

9. Defendant understands that in imposing sentence the Court will be guided by the United States Sentencing Guidelines. Defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in determining a reasonable sentence.

10. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the November 2009 Guidelines Manual.

b. **Offense Level Calculations.**

i. The base offense level for the offense of conviction is 6, pursuant to Guideline §2E5.1(a)(2);

ii. The base offense level is increase by 2 levels to reflect defendant's role as a fiduciary of the labor organization pursuant to Guideline §2E5.1(b)(1).

iii. The base offense level is increased by 6 levels to reflect the value of the prohibited payments or value of improper benefits of approximately \$33,365, which is greater than \$30,000 but less than \$70,000 pursuant to Guidelines §§2E5.1(b)(1), 2E5.1(b)(2), 2B1.1(b)(1)(D), and 3D1.2.

iv. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of Guideline §3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine that may be imposed in this case, a two-level reduction in the offense level is appropriate.

v. In accord with Guideline §3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline §3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the

government, defendant's criminal history points equal zero and defendant's criminal history category is I.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the anticipated offense level is 12, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory Sentencing Guidelines range of 10 to 16 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose.

e. Defendant and his attorney and the government acknowledge that the above Guideline calculations are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional Guideline provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final Guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

f. Both parties expressly acknowledge that this plea agreement is not governed by Fed.R.Crim.P. 11(c)(1)(B), and that errors in applying or interpreting any of the Sentencing Guidelines may be corrected by either party prior to sentencing. The parties may

correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the Guidelines. The validity of this Plea Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Plea Agreement, on the basis of such corrections.

**Agreements Relating to Sentencing**

11. The government agrees to recommend that the Court impose a sentence within the applicable guidelines range limited by the statutory maximum sentence of twelve months imprisonment. Defendant is free to recommend any sentence he deems appropriate.

12. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Plea Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

13. Defendant agrees to pay the special assessment of \$25 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

**Restitution**

14. Regarding restitution, defendant agrees pursuant to Title 18, United States Code, Section 3663(a)(3), to the entry of an order requiring him to make restitution to IUOE 150 in the amount of \$4,800 and \$6,000 to the ASIP, minus any amounts paid prior to the

time of sentencing. Defendant understands that Title 18, United States Code, Section 3664 and Section 5E1.1 and 5E1.2 of the Sentencing Guidelines set forth the factors to be weighed in setting a fine and in determining the schedule, if any, according to which the restitution is to be paid in this case. Defendant agrees to provide full and truthful information to the Court and the United States Probation Officer regarding all details of his economic circumstances, including all tax returns and related information as may be requested, in order to determine the manner in which and the schedule according to which restitution is to be paid. Furthermore, defendant understands that he is required to notify the Court and the United States Attorney's Office of any material changes in his economic circumstances that might affect his ability to pay restitution. Defendant understands that providing false or incomplete information may be prosecuted as a violation of Title 18, United States Code, Section 1001, or as a contempt of the court.

**Acknowledgments and Waivers Regarding Plea of Guilty**

**Nature of Plea Agreement**

15. This Plea Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 10 CR 186.

16. This Plea Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver or release by the United States or any of its agencies of any administrative or judicial civil claim, demand or

cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state or local prosecuting, administrative or regulatory authorities, except as expressly set forth in this Agreement.

### **Waiver of Rights**

17. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charge against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. Defendant has a right to a jury trial. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant

guilty beyond a reasonable doubt, and that the jury could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt. The jury would have to agree unanimously before it could return a verdict of guilty or not guilty.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

b. **Appellate rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial, and may only appeal the validity of this plea of guilty and the sentence imposed. Defendant



understands that any appeal must be filed within 10 days of the entry of the judgment of conviction.

b. Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial. Defendant is aware that Title 28, United States Code, Section 1291, and Title 18, United States Code, Section 3742, afford a defendant the right to appeal his conviction and the sentence imposed. Acknowledging this, defendant knowingly waives the right to appeal his conviction, any pre-trial rulings by the Court, and any part of the sentence (or the manner in which that sentence was determined), including any term of imprisonment and fine within the maximums provided by law, and including any order of restitution or forfeiture, in exchange for the concessions made by the United States in this Plea Agreement. The waiver in this paragraph does not apply to a claim of involuntariness, or ineffective assistance of counsel, which relates directly to this waiver or to its negotiation, nor does it prohibit defendant from seeking a reduction of sentence based directly on a change in the law that is applicable to defendant and that, prior to the filing of defendant's request for relief, has been expressly made retroactive by an Act of Congress, the Supreme Court, or the United States Sentencing Commission.

c. Defendant understands that by pleading guilty he is waiving all the rights set forth in the prior paragraphs. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

**Presentence Investigation Report/Post-Sentence Supervision**

18. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope and extent of defendant's conduct regarding the charge against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

19. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline §3E1.1 and enhancement of his sentence for obstruction of justice under Guideline §3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

20. For the purpose of monitoring defendant's compliance with his obligations to pay a fine during any term of supervised release or term of probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to

defendant's sentencing, to and including the final year of any period of supervised release or term of probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Plea Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

**Other Terms**

21. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

22. Defendant understands that pursuant to Title 29, United States Code, Sections 504 and 1111, his conviction in this case will prohibit him from directly or indirectly participating in the affairs of any labor organization or employee benefit plan for the period of thirteen years after conviction or after the end of any incarceration, whichever is later, unless the Court, pursuant to the Sentencing Guidelines and policy statements under Title 28, United States Code, Section 994(a), determines that defendant's direct or indirect service with or to a labor organization or employee benefit plan would not be contrary to the purposes of Title 29, United States Code, Sections 504 and 1111. Defendant further understands that if he violates this prohibition, he may be punished by imprisonment for up to five years and a fine of up to \$250,000.

**Conclusion**

23. Defendant understands that this Plea Agreement will be filed with the Court, will become a matter of public record and may be disclosed to any person.

24. Defendant understands that his compliance with each part of this Plea Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

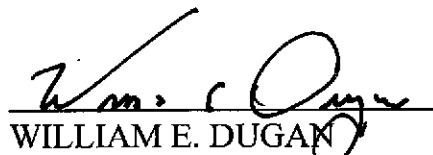
25. Should the judge refuse to accept defendant's plea of guilty, this Plea Agreement shall become null and void and neither party will be bound thereto.


26. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Plea Agreement to cause defendant to plead guilty.


27. Defendant acknowledges that he has read this Plea Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

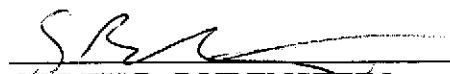
AGREED THIS DATE: 3/22/10

  
PATRICK J. FITZGERALD  
United States Attorney

  
WILLIAM E. DUGAN  
Defendant

  
PATRICK J. KING, JR  
Assistant U.S. Attorney

  
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