

JUL 11 2008

JAMES N. HATTEN, Clerk
By:  Deputy Clerk

COPY

GUILTY PLEA and PLEA AGREEMENT

United States Attorney
Northern District of Georgia

U.S. Department of Justice
Antitrust Division
Atlanta Field Office

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CRIMINAL NO. 1:08-CR-218

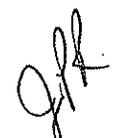
JAMES P. ROBINSON, defendant, having received a copy of the above-numbered Criminal Information and having waived indictment, hereby pleads GUILTY to all counts therein charged. The defendant, his counsel, the United States Attorney for the Northern District of Georgia and the United States Department of Justice – Antitrust Division (both the United States Attorney for the Northern District of Georgia and the United States Department of Justice – Antitrust Division are collectively referred to herein as “the Government”), subject to approval by the Court, have agreed upon a negotiated plea in this case, the terms of which are as follows:

ADMISSIONS

1. The defendant admits that he is pleading guilty because he is in fact guilty of the crimes charged in all counts of the Criminal Information.

WAIVERS

2. The defendant understands that by pleading guilty, he is giving up the



right to plead not guilty and the right to be tried by a jury. At a trial, the defendant would have the right to an attorney, and if the defendant could not afford an attorney, the Court would appoint one to represent the defendant without charge. During the trial, the defendant would be presumed innocent and the Government would have the burden of proving him guilty beyond a reasonable doubt. The defendant would have the right to confront and cross-examine the witnesses against him. If the defendant wished, he could testify on his own behalf and present evidence in his defense, and he could subpoena witnesses to testify on his behalf. If, however, the defendant did not wish to testify, that fact could not be used against him. If the defendant were found guilty after a trial, he would have the right to appeal the conviction. The defendant understands that by pleading guilty, he is giving up all of these rights and there will not be a trial of any kind. The defendant also understands that he ordinarily would have the right to appeal his sentence and, under some circumstances, to attack the sentence in post-conviction proceedings. By entering this Plea Agreement, the defendant may be waiving some or all of those rights to appeal or collaterally attack his sentence, as specified below. Finally, the defendant understands that, to plead guilty, he may have to answer questions posed to him by the Court concerning the rights that he is giving up and the facts of this case, and the defendant's answers, if untruthful, may later be used against him in a prosecution for perjury or false statements.

3. APPEAL WAIVER. The defendant understands that 18 U.S.C. § 3742 provides for the appeal by a defendant of his sentence under certain circumstances. To the maximum extent permitted by federal law, the defendant



voluntarily and expressly waives the right to appeal his sentence and the right to collaterally attack his sentence in any post-conviction proceeding on any ground (to include, but not limited to, any motions pursuant to 28 U.S.C. §§ 2254 or 2255), except if the Court imposes a sentence higher than the advisory sentencing guidelines range or a sentence higher than the statutory maximum. The defendant understands that this Plea Agreement does not limit the Government's right to appeal, but if the Government files an appeal, the Defendant may also appeal.

SENTENCING INFORMATION

4. The defendant understands that, based on his plea of guilty, he will be subject to the following maximum and mandatory minimum penalties:

- (a) Maximum term of imprisonment: Count I - 20 years; Counts II-III - 5 years per count.
- (b) Mandatory minimum term of imprisonment: None on any count.
- (c) Term of supervised release: 0 years to 3 years on each count.
- (d) Maximum fine: the greatest of: (i) \$250,000, (ii) twice the gross pecuniary gain from the crime, or (iii) twice the gross pecuniary loss caused to the victim of the crime (18 U.S.C. § 3571(b) and (d)) on each count.
- (e) Full restitution, if any, to The Home Depot, Inc., the victim of Count I and the relevant conduct.
- (f) Mandatory special assessment: \$100 on each count.

5. Application of the Sentencing Guidelines. The defendant understands



that, before imposing sentence in this case, the Court will be required to consider, among other factors, the provisions of the United States Sentencing Guidelines. Ultimately, it is within the Court's discretion to impose a sentence up to and including the statutory maximum. The defendant also understands that no one can predict his exact sentence at this time. The parties agree, however, that a reasonable custodial sentence for purposes of Title 18, United States Code, Section 3553 is one that falls within the otherwise applicable guideline range, and that neither party will seek a departure or variance from the otherwise applicable custodial guideline range, except as set forth in this Plea Agreement.

6. Guidelines Recommendation. The Government agrees to recommend that the defendant be sentenced to the LOW END of the applicable guidelines range.

(a) The Government and the defendant agree to advise the Court and the United States Probation Office that the dollar amount under Sentencing Guideline Section 2B4.1(b)(1) is more than \$378,000 and less than or equal to \$20,000,000 and that that amount is to be used in determining defendant's sentence for Count I of the Criminal Information. The defendant and the Government shall be free to inform the Court and the United States Probation Office as to their position as to where the actual dollar figure lies within the aforesaid range. Additionally, the defendant and the Government agree to advise the Court that defendant secretly received an additional \$791,705.28 in periodic payments from a Home Depot vendor in contravention of defendant's duty of loyalty to Home Depot and that that vendor increased its total volume of business with

Home Depot by approximately \$5,213,673 during the time defendant was receiving those payments from said vendor. The defendant and the Government shall be free to argue to the Court and the United States Probation Office as to their position as to whether the Court should take that additional conduct into account in terms of relevant conduct for sentencing purposes to increase the dollar range for sentencing purposes listed in the first sentence of this paragraph 6(a), but the defendant agrees to advise the Court and the United States Probation Office that he employed a series of devices to ensure that Home Depot would not find out about those additional payments to him, including, but not limited to, his use of an off-shore bank account in another name;

(b) The Government will advise the Court and the United States Probation Office that the following adjustments to the Sentencing Guideline calculation for Count I, and where noted, Counts II-III, of the Criminal Information should apply; provided, however, that the Government will fully advise the Court and the United States Probation of all facts necessary to the Court's and the Probation Office's determination of whatever other adjustments, if any, to the Guidelines calculation as the Court and the United States Probation Office shall deem appropriate:

(i) Section 3B1.3 (abuse of trust) - two points;

(ii) Section 3C1.1 (obstructing or impeding the administration of justice) - two points - applies to Counts II-III as well; and

(iii) Additional points, if any, attributable under Section 3D1.4 (determining combined offense level).

The defendant shall be free to dispute the application of the aforesaid enumerated Sentencing Guideline points in this Paragraph 6(b) and same



would not be interpreted to deprive defendant of acceptance of responsibility;

(c) The Government and the defendant agree to advise the Court and the United States Probation Office that the dollar amount to be used under Sentencing Guideline Section 2T1.1(a)(1) as to Counts II-III of the Criminal Information is more than \$200,000 and less than \$400,000; specifically, the Government and the defendant agree that the tax loss amount for defendant's tax year 2005 is \$40,428 and for tax year 2006 is \$227,984; and

(d) The Government will advise the Court and the United States Probation Office that the following adjustments to the Sentencing Guideline Calculation for Counts II-III of the Criminal Information should apply; provided, however, that the Government will fully advise the Court and the United States Probation of all facts necessary to the Court's and the Probation Office's determination of whatever other adjustments, if any, to the Guidelines calculation as the Court and the United States Probation Office shall deem appropriate:

(i) 2T1.1(b)(1)(income derived from criminal activity) - two points;
and

(ii) 2T1.1(b)(2)(sophisticated means) - two points.

The defendant shall be free to dispute the application of the aforesaid enumerated Sentencing Guideline points in this Paragraph 6(d) and same would not be interpreted to deprive defendant of acceptance of responsibility.

7. Acceptance of Responsibility. The Government will recommend that the defendant receive the two-level adjustment for acceptance of responsibility



pursuant to Section 3E1.1 of the Sentencing Guidelines, and the additional one-level adjustment if the offense level is 16 or higher. However, the Government will not be required to recommend acceptance of responsibility if, after entering this Plea Agreement, the defendant engages in conduct inconsistent with accepting responsibility. Thus, by way of example only, should the defendant falsely deny or falsely attempt to minimize his involvement in relevant offense conduct, give conflicting statements about his involvement, fail to pay the special assessment, or participate in additional criminal conduct, including unlawful personal use of a controlled substance, the Government will not be required to recommend acceptance of responsibility.

ADDITIONAL PROVISIONS

8. Forfeiture. The defendant agrees that he shall immediately forfeit to the United States any and all interests in any and all assets and property, real and personal, that constitute or are derived from proceeds traceable to the commission of the offenses in the Criminal Information to which the defendant is pleading guilty and any related, similar or other relevant conduct, including, but not limited to, those items listed below. Defendant agrees that the below-listed items shall be forfeited regardless of the Court's decision whether to include the conduct underlying those assets for sentencing purposes:

- (a) 555 Rose Cottage Circle, Gallatin, Sumner County, Tennessee; any and all buildings, appurtenances thereon, and fixtures therein; and any rental proceeds therefrom:

A certain tract or parcel of land in Sumner County, State of Tennessee, described as follows, to wit:



Land in the 3rd Civil District of Sumner County, Tennessee, being Lot No. 41 on the Final Plat of Stone Cottage Villas., Final Plat of record in Plat Book 23, page 58, Register's Office for Sumner County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Being part of the same property conveyed to Jeremiah Development, LLC by deed from Mary Evelyn Meador Dodd dated October 11, 2005, of record in Record Book 2368, page 6, said Register's Office; being part of the same property conveyed to Jeremiah Development, LLC by deed dated October 11, 2005, of record in Record Book 2360, page 329, said Register's Office; being part of the same property conveyed to Jeremiah Development, LLC by deed dated November 15, 2005, of record in Record Book 2397, page 206, said Register's Office; and being part of the same property conveyed to Texas Longhorn Equities Corporation II, a corporation, by deed from Jeremiah Development, LLC, a Tennessee Limited Liability Company, dated February 1, 2006 of record in Record Book 2440, page 661, Register's Office for Sumner County, Tennessee.

More commonly known as 555 Rose Cottage Circle, Gallatin, TN 37066.

- (b) 561 Rose Cottage Circle, Gallatin, Sumner County, Tennessee; any and all buildings, appurtenances thereon, and fixtures therein; and any rental proceeds therefrom:

A certain tract or parcel of land in Sumner County, State of Tennessee, described as follows, to wit:

Land in the 3rd Civil District of Sumner County, Tennessee, being Lot No. 42 on the Final Plat of Stone Cottage Villas. Final Plat of record in Plat Book 23, page 58, Register's Office for Sumner County, Tennessee, to which plan reference is hereby made for a more complete



description of said lot.

Being part of the same property conveyed to Jeremiah Development, LLC by deed from Mary Evelyn Meador Dodd dated October 11, 2005, of record in Record Book 2368, page 6, said Register's Office; being part of the same property conveyed to Jeremiah Development, LLC by deed dated October 11, 2005, of record in Record Book 2360, page 329, said Register's Office; being part of the same property conveyed to Jeremiah Development, LLC by deed dated November 15, 2005, of record in Record Book 2397, page 206, said Register's Office; and being part of the same property conveyed to Texas Longhorn Equities Corporation II, a corporation, by deed from Jeremiah Development, LLC, a Tennessee Limited Liability Company, dated February 1, 2006 of record in Record Book 2440, page 661, Register's Office for Sumner County, Tennessee.

More commonly known as 561 Rose Cottage Circle, Gallatin, TN 37066.

- (c) one 2006 Infiniti QX56, VIN 5N3AA08A86N810392;
- (d) one 2004 Cadillac Escalade, VIN IGYEK63N74R286273;
- (e) all funds maintained in Janney Montgomery Scott account # XXXX-XXXX-5548 held in the name of James Robinson;
- (f) \$146,000.00 in United States currency tendered to Federal agents on or about December 21, 2007 by the undersigned Tom J. Ford, Esq.; and
- (g) any and all other money, real or personal property obtained by defendant from Roberto Jakubowicz or any corporation, partnership or sole proprietorship with which Mr. Jakubowicz is or was associated.

The defendant acknowledges that each asset covered by this Plea

Agreement is subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) as property constituting, or derived from, proceeds obtained directly or indirectly, as a result of the violation(s) to which the defendant is pleading guilty or from any related, similar or other relevant conduct.

The defendant warrants that he is the sole owner of all of the assets listed in Paragraph 8 and the defendant warrants that he has not transferred, conveyed, or encumbered his interest in any of those assets except to the extent that he has transferred the \$146,000 in cash noted in paragraph 8(f) to the custody of federal agents and transferred the title to the 2004 Cadillac escalade noted in paragraph 8(d) to Kael Johnson. The defendant acknowledges that the 2004 Cadillac Escalade, VIN IGYEK63N74R286273, bearing Georgia tag BQ3CWI is titled in Kael Johnson's name. The defendant hereby warrants, covenants, and represents that Kael Johnson did not contribute any money towards the purchase of that vehicle. Accordingly, the defendant agrees to cause Kael Johnson to sign over to the Government title to the 2004 Cadillac Escalade, VIN IGYEK63N74R286273. The defendant agrees to hold all law enforcement agents and the United States, its agents, and its employees harmless from any claims whatsoever arising in connection with the seizure or forfeiture of any asset covered by this Plea Agreement.

The defendant hereby waives and abandons all interest in any asset described by this Plea Agreement in any judicial forfeiture proceeding, whether criminal or civil, state or federal, and the defendant agrees that the forfeiture shall be accomplished either administratively or judicially at the Government's option. The defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, collateral attack, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an



excessive fine or punishment. As to any asset described by this Plea Agreement, the defendant hereby waives the requirements of 18 U.S.C. § 983, 18 U.S.C. § 985, Rule 4 of the Federal Rules of Civil Procedure, and Supplemental Rule G(4), regarding notice of seizure in judicial forfeiture matters and the requirements of Federal Rules of Criminal Procedure 7, 11, 32.2, 41, and 43 as they apply in any manner to any forfeiture issue.

If the Government elects to proceed administratively, the defendant hereby consents to the entry of a declaration of forfeiture and waives the requirements of 18 U.S.C. § 983 regarding notice of seizure in non-judicial forfeiture matters. The defendant acknowledges that assets may have been forfeited administratively prior to the execution of this agreement, and the defendant hereby waives any interest in such assets; all constitutional, legal, and equitable claims to such assets; and all defenses to the forfeiture of such assets in any proceeding, including proper notice, timeliness of the notice, innocent ownership, defenses arising in connection with any provision of 18 U.S.C. § 983, and excessive fines.

If the Government elects to proceed judicially against any asset, by entering into this Plea Agreement, the defendant authorizes the Court to immediately enter a preliminary order of forfeiture against all property described by this agreement, consents to that order becoming final as to him at the time of entry, and agrees that the order shall become part of his sentence and be incorporated into the judgment against him automatically at the time of its entry without further action from the Court. If the forfeiture is to be accomplished in a parallel civil action, the defendant authorizes the court to the entry of a civil Judgment and Order of Forfeiture without further notice to him and waives all defenses to forfeiture as described above. To the extent that the Government institutes or has instituted any civil judicial forfeiture proceeding to which the defendant is or becomes a party, the defendant agrees that he shall be responsible for his

attorneys fees and costs incurred in connection with that action.

With regard to all forfeitable assets, the defendant agrees to take all steps necessary to ensure that the property is not hidden, sold, wasted, destroyed, or otherwise made unavailable for forfeiture. In addition, the defendant agrees not to file a Statement of Interest, Answer, Claim, or Petition for Remission for such asset in any administrative or judicial proceeding that may be initiated or that have been initiated. To the extent that the defendant has filed a Statement of Interest, Answer, Claim, or Petition for Remission for any such asset, the defendant hereby immediately withdraws such filings, including any pleading he has filed in Civil Action No. 1:07-CV-3072-BBM, NDGa. The defendant agrees to take all steps requested by the Government to pass clear title to the forfeitable assets to the Government, to cooperate truthfully and completely with the Government in all matters related to the forfeiture of assets in connection with the facts and circumstances giving rise to this prosecution, and to testify truthfully in any forfeiture proceeding relating to his cooperation.

The defendant acknowledges that he is not entitled to use forfeited assets to satisfy any tax obligations, fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture. To the extent that the Internal Revenue Service remits proceeds of an asset forfeited in connection with this case to a person or entity entitled to receive restitution from the defendant, upon a determination that defendant has no other assets from which to satisfy, in whole or in part, any restitution obligation, the defendant may ask the Court to reduce his restitution obligation by the amount remitted to that victim.

9. Restitution. The defendant agrees to pay full restitution, if any, as may be ordered by the Court to The Home Depot, Inc., the victim of Count I of the

Criminal Information to which he is pleading guilty and any relevant conduct. The defendant understands that the amount of restitution owed to The Home Depot, Inc. will be determined at or before sentencing. The defendant also agrees to cooperate fully in the investigation by the Government and the United States Probation Office into the amount of restitution.

The defendant also agrees to cooperate fully with the Government and the United States Probation Office in the identification of assets to be applied toward restitution in which he has any actual, beneficial, or joint ownership, wherever located, and will execute such documentation, as may be required to locate and secure such assets, as may be deemed necessary by the Government or the United States Probation Office. The defendant's cooperation obligations include fully and truthfully completing the Department of Justice's Financial Statement of Debtor form within ten (10) days of the change of plea hearing; submitting to a financial deposition or an interview or interviews (if necessary) regarding his past and present financial condition as well as that of all members of his household (including but not limited to that of his current wife, former wife, and children), prior to sentencing; providing any documentation requested by the Government or the United States Probation Office regarding his financial condition as well as that of all household members (including but not limited to that of his current wife, former wife, and children); and fully and truthfully answering all questions regarding his past and present financial condition in such interview(s).

The defendant also agrees that the full amount of restitution ordered by the Court shall be considered due and payable immediately. If the defendant cannot pay the full amount immediately and is placed in custody or under the supervision of the United States Probation Office at any time, he agrees that the custodial agency and the United States Probation Office will have the authority to establish

payment schedules to ensure payment of restitution. The defendant further agrees to cooperate fully in efforts to collect his restitution obligation by set-off of program payments, execution on non-exempt property, and any other means the Government deems appropriate.

The Government will forward a copy of the restitution order to the Chief of the Asset Forfeiture and Money Laundering Section ("AFMLS") of the United States Department of Justice Criminal Division with a written request that property forfeited in the same and/or related civil, criminal or administrative forfeiture proceedings, including the civil forfeiture complaint referenced in Paragraph 8, above, be used to compensate the victim, The Home Depot, Inc., and losses specified in the restitution order, provided that the Government determines that the requirements for restoration as set forth in AFMLS Forfeiture Policy Directive 02-1, Paragraph III.A., are met.

10. Federal Income Tax. Defendant agrees to work with the United States Internal Revenue Service to file income tax returns for the tax years 2005-2007, correctly with accurate and truthful information, pay all taxes owing thereon, including penalties and interest thereon, and file all future tax returns truthfully and honestly. Defendant agrees that he will pay in full his outstanding tax liability once assessed, including penalties and interest, or enter into an installment payment plan with the Collection Division of the Internal Revenue Service. If he enters into such an agreement with the Internal Revenue Service, he shall make timely payments and shall abide by the terms of such agreement. Defendant understands that the amount of tax, as calculated by the Internal Revenue Service, may exceed the amount of tax due as calculated for Counts II-III of the Criminal Information. Defendant agrees to cooperate with the Internal

Revenue Service in any tax examination or audit of defendant and his current or former wife that directly or indirectly relates to or arises out of the course of conduct defendant has acknowledged in this Plea Agreement, by transmitting to the Internal Revenue Service original records or copies thereof, and any additional books and records that the Internal Revenue Service may request. Nothing in this paragraph precludes defendant from asserting any legal or factual defense to taxes, interest, and penalties that may be assessed the Internal Revenue Service.

11. Cooperation. The defendant agrees to cooperate truthfully and completely with the Government, including being debriefed and providing truthful testimony at any proceeding resulting from or related to cooperation. The defendant also agrees to disclose the existence of and to produce to the Government any and all books, papers, documents, tape recordings and other items of evidentiary value that are in his actual or constructive possession wherever located. The defendant understands that the Government alone will determine what forms of cooperation to request from the defendant, and the defendant agrees that he will not engage in any investigation that is not specifically authorized by the Government.

The Government agrees to make the extent of the defendant's cooperation known to the sentencing court. In addition, if the cooperation is completed before sentencing and the Government determines that such cooperation qualifies as "substantial assistance" pursuant to Title 18, United States Code, Section 3553(e) and/or Section 5K1.1 of the Sentencing Guidelines, the Government will consider whether to file a motion at sentencing recommending a downward departure from the applicable guideline range. If the cooperation is completed after sentencing and the Government determines that such cooperation qualifies as "substantial assistance" pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure, the



Government will consider whether to file a motion for reduction of sentence. In either case, the defendant understands that the determination as to whether he has provided "substantial assistance" rests solely with the Government. Good faith efforts by the defendant that do not substantially assist in the investigation or prosecution of another person who has committed a crime will not result in either a motion for downward departure or a Rule 35 motion. The defendant also understands that, should the Government decide to file a motion pursuant to this paragraph, the Government may recommend any specific sentence, and the final decision as to what credit, if any, the defendant should receive for his cooperation will be determined by the Court. If the defendant fails to cooperate truthfully and completely, or if the defendant engages in additional criminal conduct or other conduct inconsistent with cooperation, he will not be entitled to any consideration whatsoever pursuant to this paragraph.

Pursuant to Section 1B1.8 of the Sentencing Guidelines, the Government agrees that any self-incriminating information that was previously unknown to the Government and is provided to the Government by the defendant in connection with cooperation will not be used in determining the applicable Sentencing Guideline range, although such information may be disclosed to the United States Probation Office and the Court. The Government also agrees not to bring additional charges against the defendant, with the exception of charges resulting from or related to violent criminal activity, based on any information provided by the defendant in connection with his cooperation that was not known to the Government prior to the cooperation. However, if the Government determines that the defendant has not been completely truthful and candid in his cooperation with the Government, he may be subject to prosecution for perjury, false statements, obstruction of justice, and any other appropriate charge, and all

information he has provided may be used against him in such a prosecution.

12. No Further Charges. The Government agrees not to bring further criminal charges against the defendant related to the charges to which he is pleading guilty; provided, however, that if the Government should discover evidence not currently known to it that indicates either that defendant has had a violent criminal background or that defendant took substantial additional steps to procure or commit violent criminal acts, the Government is free to prosecute defendant for violent criminal activity whether or not it is related to the charges to which he is pleading guilty. The defendant understands that this provision does not bar prosecution by any other federal, state, or local jurisdiction. The defendant further admits and agrees that venue is proper in the Northern District of Georgia, Atlanta Division as to all counts charged in the Criminal Information.

13. Pre-Payment of Special Assessment. The defendant agrees that, within 30 days of entry of his guilty plea, he will pay a special assessment in the amount of \$300.00 by money order or certified check made payable to the Clerk of Court, U.S. District Court, 2211 U.S. Courthouse, 75 Spring Street, S.W., Atlanta, Georgia 30303, and that he will provide proof of such payment to the Government within 30 days of the guilty plea.

14. Right to Inform Court. The Government reserves the right to inform the Court and the United States Probation Office of all facts and circumstances regarding the defendant and this case, and to respond to any questions from the Court and the United States Probation Office and to any misstatements of fact or law. Except as expressly stated elsewhere in this Plea Agreement, the



Government also reserves the right to make recommendations regarding application of the Sentencing Guidelines.

15. No Biological Evidence. The parties agree that no biological evidence (as defined in 18 USC § 3600A) has been identified in this case; therefore, the defendant understands and agrees that no evidence will be preserved for DNA testing.

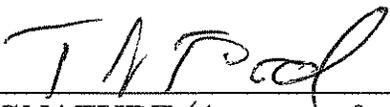
16. Breach of Plea Agreement. If the defendant fails in any way to fulfill each one of his obligations under this Plea Agreement, the Government may elect to be released from its commitments under this Plea Agreement. The Government may then prosecute the defendant for any and all Federal crimes that he has committed related to this case, including any charges dismissed pursuant to this Plea Agreement, and may recommend to the Court any sentence for such crimes up to and including the maximum sentence. The defendant expressly waives any statute of limitations defense and any constitutional or statutory speedy trial defense to such a prosecution, except to the extent that such a defense exists as of the date he signs this Plea Agreement. In addition, the defendant agrees that, in such a prosecution, all admissions and other information that he has provided at any time, including all statements he has made and all evidence he has produced during proffers, interviews, testimony, and otherwise, may be used against him, regardless of any constitutional provision, statute, rule, or agreement to the contrary. Finally, the defendant understands that his violation of the terms of this Plea Agreement would not entitle him to withdraw his guilty plea in this case.

A handwritten signature in black ink, appearing to be the initials 'QPR' or similar, located in the bottom right corner of the page.

17. Recommendations Non-Binding. The defendant understands and agrees that the recommendations of the Government incorporated within this Plea Agreement or otherwise discussed between the parties are not binding on the Court and that the Court's failure to accept one or more of the recommendations will not constitute grounds to withdraw his guilty plea or to claim a breach of this Plea Agreement.

18. Entire Agreement. There are no other agreements, promises, representations, or understandings between the defendant and the Government.

In Open Court this 11th day of JULY, 2008.



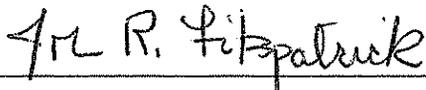
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Tele.: 404.835.3950
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Georgia Bar. No.: 268235



SIGNATURE (Defendant)
JAMES P. ROBINSON



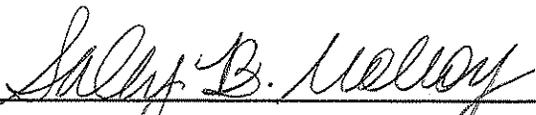
SIGNATURE (Assistant U.S. Attorney)
RUSSELL PHILLIPS, ESQ.



SIGNATURE (Antitrust Division)
JOHN R. FITZPATRICK, ESQ.



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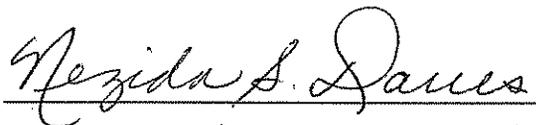

SIGNATURE (Assistant U.S. Attorney)
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Georgia Bar No.: 262360

**THIS DOCUMENT IS A DRAFT FOR THE PURPOSE OF DISCUSSION.
NO PLEA OFFER IS MADE UNTIL AND UNLESS THIS DOCUMENT IS
SIGNED BY AN APPROVAL OFFICIAL FOR THE UNITED STATES
ATTORNEY'S OFFICE AND THE ANTITRUST DIVISION.**

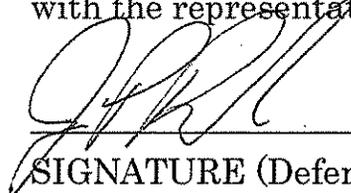

SIGNATURE (Approving Official)
RANDY S. CHARTASH
Chief, Economic Crimes


SIGNATURE (Approving Official)
NEZIDA S. DAVIS
Chief, Atlanta Field Office

JUNE 12, 2008
DATE

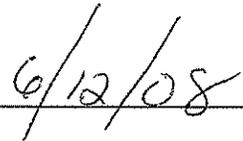


I have read the Criminal Information against me and have discussed it with my attorney. I understand the charges and the elements of each charge that the Government would have to prove to convict me at a trial. I have read the foregoing Plea Agreement and have carefully reviewed every part of it with my attorney. I understand the terms and conditions contained in the Plea Agreement, and I voluntarily agree to them. I also have discussed with my attorney the rights I may have to appeal or challenge my sentence, and I understand that the appeal waiver contained in the Plea Agreement will prevent me, with the narrow exceptions stated, from appealing my sentence or challenging my sentence in any post-conviction proceeding. No one has threatened or forced me to plead guilty, and no promises or inducements have been made to me other than those discussed in the Plea Agreement. The discussions between my attorney and the Government toward reaching a negotiated plea in this case took place with my permission. I am fully satisfied with the representation provided to me by my attorney in this case.



SIGNATURE (Defendant)

JAMES P. ROBINSON



DATE

DATE

I am JAMES P. ROBINSON's lawyer. I have carefully reviewed the charges and the Plea Agreement with my client. To my knowledge, my client is making an informed and voluntary decision to plead guilty and to enter into the Plea Agreement.



SIGNATURE (Attorney for Defendant)

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Georgia Bar. No.: 268235

Filed in Open Court

By _____

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

This statement reflects your special assessment only. There may be other penalties imposed at sentencing.

ACCOUNT INFORMATION	
CRIMINAL ACTION NO.:	1:08-CR-218
DEFENDANT'S NAME:	JAMES P. ROBINSON
PAY THIS AMOUNT:	\$300

INSTRUCTIONS:

1. PAYMENT MUST BE MADE BY CERTIFIED CHECK OR MONEY ORDER PAYABLE TO:

CLERK OF COURT, U.S. DISTRICT COURT

PERSONAL CHECKS WILL NOT BE ACCEPTED

2. PAYMENT MUST REACH THE CLERK'S OFFICE WITHIN 30 DAYS OF THE ENTRY OF YOUR GUILTY PLEA
3. PAYMENT SHOULD BE SENT OR HAND DELIVERED TO:

Clerk of Court, U.S. District Court
2211 U.S. Courthouse
75 Spring Street, S.W.
Atlanta, Georgia 30303



(Do not Send Cash)

4. INCLUDE DEFENDANT'S NAME ON CERTIFIED CHECK OR MONEY ORDER
5. ENCLOSE THIS COUPON TO INSURE PROPER AND PROMPT APPLICATION OF PAYMENT
6. PROVIDE PROOF OF PAYMENT TO THE ABOVE-SIGNED AUSA WITHIN 30 DAYS OF THE GUILTY PLEA

A handwritten signature in black ink, appearing to be the initials 'JPR' or similar, located in the bottom right corner of the page.