



United States Department of Justice

United States Attorney
Southern District of West Virginia

FILE COPY

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July 24, 2018

James M. Cagle, Esq.,
1018 Kanawha Blvd., East
Suite 1200
Charleston, WV 25301

Re: *United States v. Menis E. Ketchum II*

Dear Mr. Cagle:

This will confirm our conversations with regard to your client, Menis E. Ketchum II (hereinafter "Mr. Ketchum"). As a result of these conversations, it is agreed by and between the United States and Mr. Ketchum as follows:

1. **CHARGING AGREEMENT.** Mr. Ketchum agrees to waive his right pursuant to Rule 7 of the Federal Rules of Criminal Procedure to be charged by Indictment and will consent to the filing of a one-count Information to be filed in the United States District Court for the Southern District of West Virginia, a copy of which is attached hereto as "Plea Agreement Exhibit A."
2. **RESOLUTION OF CHARGES.** Mr. Ketchum will plead guilty to the one-count Information charging him with wire fraud in violation of 18 U.S.C. § 1343 relating to his personal use of a State of West Virginia vehicle and fuel credit card in August 2014.
3. **MAXIMUM POTENTIAL PENALTY.** The maximum penalty to which Mr. Ketchum will be exposed by virtue of this guilty plea is as follows:
 - (a) Imprisonment for a period of 20 years;
 - (b) A fine of \$250,000, or twice the gross pecuniary gain or twice the gross pecuniary loss resulting from defendant's conduct, whichever is greater;


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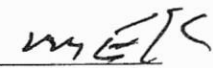
- (c) A term of supervised release of not more than three years;
- (d) A mandatory special assessment of \$100 pursuant to 18 U.S.C. § 3013; and
- (e) An order of restitution pursuant to 18 U.S.C. §§ 3663A and 3664, as may otherwise be set forth in this plea agreement.

4. **WAIVER OF STATUTE OF LIMITATIONS AND PRETRIAL DELAY.** Mr. Ketchum knowingly and voluntarily agrees that in the event (a) this agreement is voided or not accepted by the District Court, or (b) he withdraws from the agreement, or (c) his conviction is vacated for any reason, then any prosecution of an offense or offenses that was or were completed as of July 10, 2013, and that could have been brought as of July 24, 2018, may be commenced against him notwithstanding the potential applicability of the statute of limitations under 18 U.S.C. § 3282. Any such prosecution, however, must be commenced not later than three months after the occurrence of one of the conditions in (a), (b) or (c) above. Mr. Ketchum knowingly and voluntarily waives all defenses based on the applicable statutes of limitations, and pre-indictment delay under the Federal Rules of Criminal Procedure or the United States Constitution, with respect to any such potential future prosecution.

5. **SPECIAL ASSESSMENT.** Prior to the entry of a plea pursuant to this plea agreement, Mr. Ketchum will tender a check or money order to the Clerk of the United States District Court for \$100, which check or money order shall indicate on its face the name of defendant and the case number. The sum received by the Clerk will be applied toward the special assessment imposed by the Court at sentencing. Mr. Ketchum will obtain a receipt of payment from the Clerk and will tender a copy of such receipt to the United States, to be filed with the Court as an attachment to this plea agreement. If Mr. Ketchum fails to provide proof of payment of the special assessment prior to or at the plea proceeding, the United States will have the right to void this plea agreement. In the event this plea agreement becomes void after payment of the special assessment, such sum shall be promptly returned to Mr. Ketchum.

6. **RESTITUTION.** Notwithstanding the offense of conviction, Mr. Ketchum agrees that he owes restitution in the amount of not less than \$400 and not more than \$700 to the State of West Virginia. Mr. Ketchum agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Mr. Ketchum further agrees as follows:

- (a) Mr. Ketchum agrees to fully assist the United States in identifying and locating any assets to be applied toward restitution and to give signed, sworn statements and testimony concerning assets upon request of the United States.




Defendant's
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- (b) Mr. Ketchum will fully complete and execute, under oath, a Financial Statement and a Release of Financial Information on forms supplied by the United States and will return these completed forms to counsel for the United States within seven calendar days from the date of the signing of this plea agreement.
- (c) Mr. Ketchum agrees not to dispose of, transfer or otherwise encumber any real or personal property which he currently owns or in which he holds an interest.
- (d) Mr. Ketchum agrees to fully cooperate with the United States in the liquidation of assets to be applied towards restitution, to execute any and all documents necessary to transfer title of any assets available to satisfy restitution, to release any and all right, title and interest he may have in and to such property, and waives his right to exemptions under the Federal Debt Collection Procedures Act upon levy against and the sale of any such property.
- (e) Mr. Ketchum agrees not to appeal any order of the District Court imposing restitution unless the amount of restitution imposed exceeds the amount set forth in this plea agreement. However, nothing in this provision is intended to preclude the Court from ordering Mr. Ketchum to pay a greater or lesser sum of restitution in accordance with law.

7. **PAYMENT OF MONETARY PENALTIES.** Mr. Ketchum authorizes the Financial Litigation Unit in the United States Attorney's Office to obtain a credit report from any major credit reporting agency prior to sentencing in order to assess his financial condition for sentencing purposes. Mr. Ketchum agrees not to object to the District Court ordering all monetary penalties (including the special assessment, fine, court costs, and any restitution that does not exceed the amount set forth in this plea agreement) to be due and payable in full immediately and subject to immediate enforcement by the United States. So long as the monetary penalties are ordered to be due and payable in full immediately, Mr. Ketchum further agrees not to object to the District Court imposing any schedule of payments as merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment.

Mr. Ketchum authorizes the United States, through the Financial Litigation Unit, to submit any unpaid criminal monetary penalty to the United States Treasury for offset in accordance with the Treasury Offset Program, regardless of the defendant's payment status or history at that time.


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