



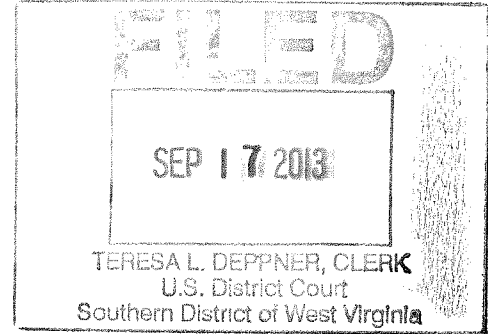
United States Attorney
Southern District of West Virginia

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August 1, 2013

William E. Murray, Esq.
Allen, Kopet & Associates PLLC
P.O. Box 3029
Charleston, WV 25331



Re: United States v. Miles J. Slack

Dear Mr. Murray:

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

1. **CHARGING AGREEMENT.** Mr. Slack 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 single-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. Slack will plead guilty to a violation of 18 U.S.C. § 2511 (1)(a) (interception of a wire, oral, or electronic communication) as charged in said information.

3. **MAXIMUM POTENTIAL PENALTY.** The maximum penalty to which Mr. Slack will be exposed by virtue of this guilty plea is as follows:

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- (a) Imprisonment for a period of five 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;
- (c) A term of supervised release of 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. §§ 3663 and 3664, or as otherwise set forth in this plea agreement.

4. **SPECIAL ASSESSMENT.** Prior to the entry of a plea pursuant to this plea agreement, Mr. Slack 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. Slack 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. Slack 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. Slack.

5. **PAYMENT OF MONETARY PENALTIES.** Mr. Slack 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

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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. Slack 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.

6. **RESIGNATION FROM OFFICE.** Mr. Slack agrees that, on or before the date his guilty plea is entered, he will officially resign as Sheriff of Clay County, West Virginia. Moreover, Mr. Slack agrees that he will not seek nor serve in any public office at any time after his resignation from office pursuant to this agreement.

7. **COOPERATION.** Mr. Slack will be forthright and truthful with this office and other law enforcement agencies with regard to all inquiries made pursuant to this agreement, and will give signed, sworn statements and grand jury and trial testimony upon request of the United States. In complying with this provision, Mr. Slack may have counsel present except when appearing before a grand jury.

8. **USE IMMUNITY.** Unless this agreement becomes void due to a violation of any of its terms by Mr. Slack, and except as expressly provided for in paragraphs 9 and 10 below, nothing contained in any statement or testimony provided by Mr. Slack pursuant to this agreement, or any evidence developed therefrom, will be used against Mr. Slack, directly or indirectly, in any further criminal prosecutions or in determining the applicable guideline range under the Federal Sentencing Guidelines.

9. **LIMITATIONS ON IMMUNITY.** Nothing contained in this agreement restricts the use of information obtained by the United States from an independent,

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legitimate source, separate and apart from any information and testimony provided pursuant to this agreement, in determining the applicable guideline range or in prosecuting Mr. Slack for any violations of federal or state laws. The United States reserves the right to prosecute Mr. Slack for perjury or false statement if such a situation should occur pursuant to this agreement.

10. **STIPULATION OF FACTS AND WAIVER OF FED. R. EVID. 410.** The United States and Mr. Slack stipulate and agree that the facts comprising the offense of conviction and relevant conduct include the facts outlined in the "Stipulation of Facts," a copy of which is attached hereto as "Plea Agreement Exhibit B."

Mr. Slack agrees that if he withdraws from this agreement, or this agreement is voided as a result of a breach of its terms by Mr. Slack, and Mr. Slack is subsequently tried on any of the charges in the information, the United States may use and introduce the Stipulation of Facts in the United States' case-in-chief, in cross-examination of Mr. Slack or of any of his witnesses, or in rebuttal of any testimony introduced by Mr. Slack or on his behalf. Mr. Slack knowingly and voluntarily waives, see United States v. Mezzanatto, 513 U.S. 196 (1995), any right he has pursuant to Fed. R. Evid. 410 that would prohibit such use of the Stipulation of Facts. If the Court does not accept the plea agreement through no fault of the defendant, or the Court declares the agreement void due to a breach of its terms by the United States, the Stipulation of Facts cannot be used by the United States.

The United States and Mr. Slack understand and acknowledge that the Court is not bound by the Stipulation of Facts and that if some or all of the Stipulation of Facts is not accepted by the Court, the parties will not have the right to withdraw from the plea agreement.

11. **AGREEMENT ON SENTENCING GUIDELINES.** Based on

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the attached Stipulation of Facts, the United States and Mr. Slack agree that the following provisions of the United States Sentencing Guidelines apply to this case.

USSG §2H3.1

Base offense level

9

The United States and Mr. Slack make no agreement as to the applicability of any adjustments to the base offense level or as to Mr. Slack's adjusted offense level. The United States and Mr. Slack acknowledge and understand that the Court and the Probation Office are not bound by the parties' calculation of the United States Sentencing Guidelines set forth above and that the parties shall not have the right to withdraw from the plea agreement due to a disagreement with the Court's calculation of the appropriate guideline range.

12. **WAIVER OF APPEAL AND COLLATERAL ATTACK.** Mr. Slack knowingly and voluntarily waives the right to seek appellate review of his conviction and of any sentence of imprisonment or fine imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742, so long as that sentence of imprisonment or fine is below or within the Sentencing Guideline range corresponding to offense level 11. The United States also waives its right to seek appellate review of any sentence of imprisonment or fine imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742, so long as that sentence of imprisonment or fine is within or above the Sentencing Guideline range corresponding to offense level 9.

Mr. Slack also knowingly and voluntarily waives the right to challenge his guilty plea and his conviction resulting from this plea agreement, and any sentence imposed for the

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conviction, in any collateral attack, including but not limited to a motion brought under 28 U.S.C. § 2255.

The waivers noted above shall not apply to a post-conviction collateral attack or direct appeal based on a claim of ineffective assistance of counsel.

13. **WAIVER OF FOIA AND PRIVACY RIGHT.** Mr. Slack knowingly and voluntarily waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without any limitation any records that may be sought under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, following final disposition.

14. **FINAL DISPOSITION.** The matter of sentencing is within the sole discretion of the Court. The United States has made no representations or promises as to a specific sentence. The United States reserves the right to:

- (a) Inform the Probation Office and the Court of all relevant facts and conduct;
- (b) Present evidence and argument relevant to the factors enumerated in 18 U.S.C. § 3553(a);
- (c) Respond to questions raised by the Court;
- (d) Correct inaccuracies or inadequacies in the presentence report;
- (e) Respond to statements made to the Court by or on behalf of Mr. Slack;
- (f) Advise the Court concerning the nature and extent of Mr. Slack's cooperation; and

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- (g) Address the Court regarding the issue of Mr. Slack's acceptance of responsibility.

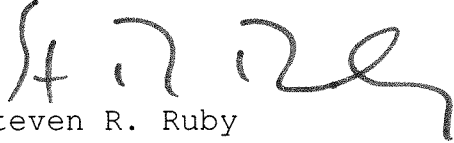
15. **VOIDING OF AGREEMENT.** If either the United States or Mr. Slack violates the terms of this agreement, the other party will have the right to void this agreement. If the Court refuses to accept this agreement, it shall be void.

16. **ENTIRETY OF AGREEMENT.** This written agreement constitutes the entire agreement between the United States and Mr. Slack in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Mr. Slack in any Court other than the United States District Court for the Southern District of West Virginia.

Acknowledged and agreed to on behalf of the United States:

R. BOOTH GOODWIN II
United States Attorney

By:


Steven R. Ruby
C. Haley Bunn
Assistant United States Attorneys


I hereby acknowledge by my initials at the bottom of each of the foregoing pages and by my signature on the last page of this seven-page agreement that I have read and carefully discussed every part of it with my attorney, that I understand the terms of this agreement, and that I voluntarily agree to those terms

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and conditions set forth in the agreement. I further acknowledge that my attorney has advised me of my rights, possible defenses, the Sentencing Guideline provisions, and the consequences of entering into this agreement, that no promises or inducements have been made to me other than those in this agreement, and that no one has threatened me or forced me in any way to enter into this agreement. Finally, I am satisfied with the representation of my attorney in this matter.



Miles J. Slack
Defendant

8-2-13

Date Signed



William E. Murray, Esq.
Counsel for Defendant

8/2/13

Date Signed

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v.

CRIMINAL NO.

18 U.S.C. § 2511

MILES J. SLACK

I N F O R M A T I O N

The United States Attorney Charges:

1. On or about April 22, 2013, in and around Clay, Clay County, West Virginia, in the Southern District of West Virginia, defendant MILES J. SLACK surreptitiously installed an electronic keystroke logging device on a computer belonging to the West Virginia Supreme Court of Appeals, which computer was regularly used by Victim L.S., then the wife of defendant MILES J. SLACK, at her workplace, the office of a magistrate in Clay County, West Virginia. Defendant MILES J. SLACK did this act with the intention of intercepting transfers of signs, signals, writings, images, sounds, data, and intelligence transmitted in whole or in part by wire, radio, electromagnetic, photo-electronic, and photo-optical systems that affected interstate and foreign commerce, that is, signs, signals, writings, images, sounds, data, and intelligence transmitted by Victim L.S. using

PLEA AGREEMENT EXHIBIT A

the aforementioned computer. From on or about April 22, 2013, through on or about May 6, 2013, the device installed by defendant MILES J. SLACK did intercept numerous such signs, signals, writings, images, sounds, data, and items of intelligence transmitted in whole or in part by wire, radio, electromagnetic, photo-electronic, and photo-optical systems that affected interstate and foreign commerce, that is, signs, signals, writings, images, sounds, data, and intelligence transmitted by Victim L.S. using the aforementioned computer.

2. Wherefore, from on or about April 22, 2013, through on or about May 6, 2013, in and around Clay, Clay County, West Virginia, in the Southern District of West Virginia, defendant MILES J. SLACK did intentionally intercept and endeavor to intercept electronic communications, in violation of Title 18, United States Code, Section 2511(1)(a).

UNITED STATES OF AMERICA

R. BOOTH GOODWIN II
United States Attorney

By:

STEVEN R. RUBY
C. HALEY BUNN
Assistant United States Attorneys

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v.

CRIMINAL NO.

MILES J. SLACK

STIPULATION OF FACTS

The United States and Miles J. Slack (hereinafter "Mr. Slack") stipulate and agree that the facts comprising the offense of conviction (the single-count information in this case) and the relevant conduct for that offense include the following:

1. From in or about January 2013 through the present, Mr. Slack has been the elected Sheriff of Clay County, West Virginia.

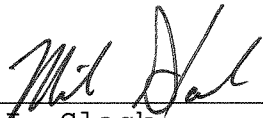
2. On or about April 22, 2013, in and around Clay, Clay County, West Virginia, in the Southern District of West Virginia, Mr. Slack entered the office of a Clay County magistrate and surreptitiously installed an electronic keystroke logging device on a computer belonging to the West Virginia Supreme Court of Appeals. The computer was assigned to and regularly used for work duties by Lisa Slack, then the wife of Mr. Slack, who worked in the magistrate's office. The computer was used for, among other purposes, entering the personal and financial information of defendants charged in Clay County magistrate court, including credit card information for defendants who paid fines using their credit card. The computer constituted part of wire, electromagnetic, photo-optical, and photo-electronic systems that affected interstate commerce (the "Computer Networks").

3. At the time Mr. Slack installed the keystroke logger, he and Lisa Slack were in the midst of divorce proceedings.

4. Mr. Slack installed the keystroke logging device for the purpose of intercepting and storing electronic transfers of signs, signals, writings, and data transmitted by Lisa Slack via the Computer Networks. Specifically, Mr. Slack intended to intercept and store electronic communications that Lisa Slack made using Internet chat programs and electronic mail programs, as well as Lisa Slack's usernames and passwords for various Internet sites.


5. From on or about April 22, 2013, through on or about May 6, 2013, the device installed by Mr. Slack intercepted and stored numerous electronic communications transmitted by Lisa Slack using the Computer Networks, including messages sent using Internet chat programs and electronic mail programs, along with computer usernames and passwords communicated by Lisa Slack over the Internet. The device also intercepted and stored, among other court-related information, personal information of defendants charged in Clay County magistrate court.

Stipulated and agreed to:



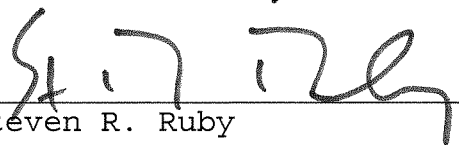
Miles J. Slack
Defendant

9-17-13
Date



William E. Murray
Counsel for Defendant

9/17/13
Date



Steven R. Ruby
C. Haley Bunn
Assistant United States Attorneys

9/17/13
Date