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

UNITED STATES OF AMERICA

Criminal No. 6:22-cr-00494-DCC

v.

PLEA AGREEMENT

DANIEL GLEN PRINTZ

General Provisions

This PLEA AGREEMENT is made this 15th day of June, 2022, between the United States of America, as represented by United States Attorney COREY F. ELLIS; Assistant United States Attorneys Justin W. Holloway and Elliott B. Daniels; the Defendant, **DANIEL GLEN PRINTZ**; and the Defendant's attorneys, Erica M. Soderdahl, Esquire, and Emily Paavola, Esquire.

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

1. The Defendant agrees to plead guilty to Count 1 of the Information now pending. Count 1 charges kidnapping resulting in death, in violation of 18 U.S.C. § 1201(a)(1).

In order to sustain its burden of proof, the Government is required to prove the following:

Count 1 - Kidnapping Resulting in Death, in violation of 18 U.S.C. § 1201(a)(1)

Title 18, United States Code, Section 1201(a)(1) makes it a crime to kidnap another person. In order to prove the Defendant's guilt, the Government must prove the following elements beyond a reasonable doubt:

- A. First, the Defendant unlawfully seized, confined, inveigled, decoyed, kidnapped, abducted, or carried away another person;
- B. Second, the Defendant held that person for ransom or reward or other reason;
- C. Third, the person was willfully transported in interstate or foreign commerce regardless of whether the person was alive when transported across a state boundary, or the Defendant traveled in interstate or foreign commerce or used the mail or any means, facility, or instrumentality of interstate or foreign commerce in committing or in furtherance of the commission of the offense; and
- D. Fourth, the kidnapping resulted in death.

PENALTIES:

IMPRISONMENT FOR <u>life imprisonment or death</u> FINE OF <u>up to \$250,000</u>
TERM OF SUPERVISED RELEASE OF <u>up to 5 years</u>
SPECIAL ASSESSMENT <u>\$100</u>

- 2. The Defendant admits that he is pleading guilty because he is in fact guilty of violating 18 U.S.C. § 1201(a)(1) as charged in the Information.
- 3. The Defendant understands and agrees that monetary penalties (e.g., special assessments, restitution, fines and other payments required under the sentence) imposed by the Court are due and payable immediately and subject to enforcement by the United States as civil judgments, pursuant to 18 U.S.C. § 3613. In the event the Court imposes a schedule for payment of restitution, the Defendant also understands that payments made in accordance with installment schedules set by the Court are minimum payments only and do not preclude the Government from seeking to enforce the judgment against other assets of the Defendant at any time, as provided in 18 U.S.C. §§ 3612, 3613, and 3664(m). The Defendant agrees to enter into the Bureau of Prisons Inmate Financial Repayment Program if sentenced to a term of incarceration with an unsatisfied monetary penalty. The Defendant further understands that any monetary penalty imposed is not dischargeable in bankruptcy.
 - A. <u>Special Assessment</u>: Pursuant to 18 U.S.C. § 3013, the Defendant must pay a special assessment of \$100 for each felony count for which he is convicted. This special assessment must be paid at or before the time of the guilty plea hearing or during participation in the Bureau of Prisons Inmate Financial Repayment Program if this plea results in incarceration.
 - B. Restitution: The Defendant agrees to make full restitution under 18 U.S.C. § 3556 in an amount to be determined by the Court at the time of sentencing, which amount is not limited to the count(s) to which the Defendant pled guilty, but will include restitution to each and every identifiable victim who may have been harmed by his scheme or pattern of criminal activity, pursuant to 18 U.S.C. § 3663. The Defendant agrees to cooperate fully with the Government in identifying all victims. Upon demand, the Defendant

- shall submit a personal financial statement under oath and submit to interviews by the Government and the U.S. Probation Office regarding the Defendant's capacity to satisfy any fines or restitution. The Defendant understands that the Defendant has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the Court.
- C. <u>Fines</u>: The Defendant understands that the Court may impose a fine pursuant to 18 U.S.C. §§ 3571 and 3572.
- 4. The parties agree that Edna Suttles is the victim in Count 1 of the Information now pending, the count to which the Defendant is pleading guilty, and that Dolores Sellers, Nancy Rego, and Leigh Goodman are other victims of the Defendant's crimes in which the Defendant has responsibility for or had some role in their death and/or disappearance. The parties further agree that restitution is required pursuant to 18 U.S.C. §§ 3663A(b)(3) and 3663A(c)(1)(A)(i) to the representatives of the victims' (Edna Suttles, Dolores Sellers, Nancy Rego, and Leigh Goodman) estates. Restitution shall include, but not be limited to, an amount equal to the cost of the necessary funeral and related services for the victims as a result of the offenses committed by the Defendant, all of which are amounts to be determined by the Court at sentencing.
- 5. The Defendant agrees to voluntarily abandon all right, title, interest, and claim in any firearms or ammunition seized by law enforcement during this investigation, including any firearms and ammunition seized from his residence in Bostic, North Carolina.

Merger and Other Provisions

6. The Defendant represents to the Court that he has met with his attorneys on a sufficient number of occasions and for a sufficient period of time to discuss the Defendant's case and receive advice; that the Defendant has been truthful with his attorneys and related all information of which the Defendant is aware pertaining to the case; that the Defendant and his attorneys have discussed possible defenses, if any, to the charge in the Information

including the existence of any exculpatory or favorable evidence or witnesses, discussed the Defendant's right to a public trial by jury or by the Court, the right to the assistance of counsel throughout the proceedings, the right to call witnesses in the Defendant's behalf and compel their attendance at trial by subpoena, the right to confront and cross-examine the Government's witnesses, the Defendant's right to testify in his own behalf, or to remain silent and have no adverse inferences drawn from his silence; and that the Defendant, with the advice of counsel, has weighed the relative benefits of a trial by jury or by the Court versus a plea of guilty pursuant to this Agreement, and has entered this Agreement as a matter of the Defendant's free and voluntary choice, and not as a result of pressure or intimidation by any person.

- 7. The Defendant is aware that 18 U.S.C. § 3742 and 28 U.S.C. § 2255 afford every defendant certain rights to contest a conviction and/or sentence. Acknowledging those rights, the Defendant, in exchange for the concessions made by the Government in this Plea Agreement, waives the right to contest either the conviction or the sentence in any direct appeal or other post-conviction action, including any proceedings under 28 U.S.C. § 2255. This waiver does not apply to claims of ineffective assistance of counsel, prosecutorial misconduct, or future changes in the law that affect the Defendant's sentence. This agreement does not affect the rights or obligations of the Government as set forth in 18 U.S.C. § 3742(b). Nor does it limit the Government in its comments in or responses to any post-sentencing matters.
- 8. Although the statute of conviction, 18 U.S.C. § 1201, provides for a maximum penalty of death upon the Government's notice of intent to seek the death penalty, in exchange for (A) cooperation related to the disappearances and/or deaths of Edna Suttles, Dolores

Sellers, Nancy Rego, and Leigh Goodman and (B) the Defendant's agreement to plead guilty to an offense that carries mandatory Life imprisonment as described herein, the Government agrees not to file such notice so long as the Defendant complies with the terms of this Plea Agreement. To that end, the Government has a filed a notice of intent **not to** seek the death penalty at ECF No. 24.

- 9. The parties hereby agree that the Defendant has assisted authorities in the recovery of the body of Edna Suttles and has been fully debriefed concerning his responsibility for or role in the death and/or disappearance of Edna Suttles in Greenville County, South Carolina; Dolores Sellers in Mecklenburg County, North Carolina; Nancy Rego in Gaston County, North Carolina; and Leigh Goodman in Gaston County, North Carolina.
- 10. The United States agrees not to bring further criminal charges against the Defendant related to the charge to which he is pleading guilty or to information that the Defendant provided to the Government as referenced in Paragraph 9 of this Plea Agreement. Further, the Attorneys for the United States agree to recommend that the Defendant not be prosecuted for any similar or related state crimes stemming from the conduct described in this Plea Agreement, so long as the Defendant complies with the terms of this Plea Agreement. As it relates to this recommendation, the Government understands that the Defendant is relying upon the representations set forth in emails exchanged between Assistant United States Attorney Justin Holloway for the District of South Carolina, the Solicitor of Greenville County, South Carolina, and the District Attorneys of Gaston County, North Carolina, and Mecklenburg County, North Carolina, regarding their agreement not to bring criminal charges against the Defendant related to the information referenced in Paragraph 9 of this Plea Agreement. Further, the Government agrees to dismiss the charges now pending in

the Western District of North Carolina in case number 1:21CR84 following the Defendant's conviction and sentencing in this case, so long as the Defendant complies with the terms of this Plea Agreement.

- 11. The Defendant 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 limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.
- 12. The parties hereby agree that this Plea Agreement contains the entire agreement of the parties; that this Agreement supersedes all prior promises, representations, and statements of the parties; that this Agreement shall not be binding on any party until the Defendant tenders a plea of guilty to the Court having jurisdiction over this matter; that this Agreement may be modified only in writing signed by all parties; and that any and all other promises, representations, and statements, whether made prior to, contemporaneous with, or after this Agreement, are null and void.

< signature blocks to follow >

Daniel Glen Printz

Defendant

Erica M. Soderdahl, Esquire

Defense Attorney

Emily Paavola, Esquire

Defense Attorney

COREY F. ELLIS UNITED STATES ATTORNEY

Justin Holloway (Fed. ID # 11684) Assistant United States Attorney

Date

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Elfort Daniels (Fed. ID # 11931) Assistant United States Attorney