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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,)
)
 v.)
)
 MARQUIS D. KING)
)
 _____)

Criminal No. 83-00020
NOTICE OF PLEA AGREEMENT
and
PLEA AGREEMENT

FEB - 1 1983

NOTICE OF PLEA AGREEMENT AND PLEA AGREEMENT

Pursuant to Rule 11 (e) of the Federal Rules of Criminal Procedure, notice is respectfully given to the Court that the attorneys for the United States and the attorneys for defendant Marquis D. King have agreed to the attached plea agreement.

Respectfully submitted,

STANLEY S. HARRIS
United States Attorney

William F. Pendergast

William F. Pendergast
Trial Attorney
Department of Justice

COOPERATION AGREEMENT

Mr. Marquis D. King, his attorneys and the attorneys for the United States have agreed:

1. Mr. Marquis D. King shall provide candid, truthful and complete cooperation to attorneys of the Fraud Section of the Criminal Division, Department of Justice, and to any federal agents assisting such attorneys. As part of this cooperation, Mr. King shall make himself available to be interviewed whenever so requested upon reasonable notice, and shall truthfully disclose all information with respect to the activities of himself and others concerning all matters about which he is questioned, and further, shall be fully forthcoming with respect to any and all information known to him about the criminal or questionable activities of himself and all others. Mr. King shall truthfully testify before grand juries and at any trials or other legal proceedings. This obligation of truthful disclosure includes an obligation to produce to the attorneys for the Government any and all documents in his possession, custody or control relating to any information he provides.

2. It is expressly understood that the United States enters this agreement based upon proffers from attorneys for Mr. King and his offer to cooperate. If the proffers are determined to be inaccurate or untruthful or if Mr. King breaches or fails to perform any obligation delineated in this agreement, this agreement shall be voidable at the discretion of the United States. If this agreement is deemed by the United States to be null and void as a result of any violation of its terms by Mr. King, Mr. King shall be so notified and thereafter shall be subject to prosecution for any federal criminal violations. Such prosecution or any other legal proceeding may be derived from or premised upon any testimony or information obtained from Mr. King at any time and such testimony or information may be used against him in such prosecution or other legal proceeding.

3. Mr. Marquis D. King shall waive venue and plead guilty in the United States District Court for the District of Columbia to the one count Misdemeanor Information attached as Exhibit "A", which charges a misdemeanor violation of the Currency and Foreign Transactions Reporting Act, 31 U.S.C. §1101, 1058. The United States may file the Information at any time, in its discretion. At the time of this plea the United States will provide the Court with a written Offer of Proof, a copy of which will be provided in advance to attorneys for Mr. King. Mr. King expressly waives his right to be sentenced in accordance with the time requirements set forth in Rule 2-7 11(a) of the Rules of the United States District Court for the District of Columbia.

4. The sentence to be imposed is within the sole discretion of the Court. The United States cannot and does not make any promise or representation as to what sentence Mr. King will receive, nor will it recommend any specific sentence to the Court; however, the United States agrees to set forth at the time of sentencing the nature and full extent of the cooperation by Mr. King with the United States in the course of the continuing investigations and related judicial proceedings. The United States expressly reserves the right to correct any factual inaccuracies in the record. In connection with the preparation by the Probation Office of a presentence report for the Court, the United States will provide that office, with a copy to attorneys for Mr. King, a detailed written statement of all information relevant to sentencing, including not only information favorable to Mr. King but also information unfavorable to him.

5. Mr. Marquis D. King shall be discharged of all civil penalty liabilities arising under 31 U.S.C. §1103 in connection with the Information attached as Exhibit "A".

6. Mr. King will pay a civil reimbursement for costs related to his prosecution in the amount of five thousand

dollars (\$5,000.00), to be paid to the United States Treasury within five (5) days of the entry of the plea of guilty described in paragraph 3.

7. If the Court accepts the plea of guilty described in paragraph 3 and enters final judgment, which is not later vacated, the United States of America agrees that no further criminal charges, except for tax, perjury, obstruction of justice violations, or crimes of violence, will be brought against Mr. Marquis D. King for any of his conduct occurring prior to March 16, 1981, which he has expressly disclosed to the United States, personally or by means or his proffer, arising from:

- (a) his activities with or on behalf of C.E. Miller Corporation regarding sales directly or indirectly to Petroleos Mexicanos; and
- (b) his activities regarding payments of monies by C.E. Miller Corporation to Gary D. Bateman.

8. Mr. King shall not commit any further crime whatsoever, and agrees that this agreement shall not prevent, prejudice or preclude the right of the United States to proceed in the future with the investigation and/or prosecution of him for any criminal violations by him which may occur after March 16, 1981, whether or not such criminal violations are a continuation of activity begun before March 16, 1981.

9. It is agreed that if the Court, for any reason, rejects any part of this agreement or refuses to accept the plea of guilty or enter final judgment, both Mr. King and the United States will be relieved of all obligations under this agreement. It is further agreed that should the Court reject this agreement, refuse to accept the plea of guilty or enter final judgment, the United States may move to dismiss the Misdemeanor Information (Exhibit A) without prejudice and Mr. King will have no objection to such dismissal, to the continuation of the grand jury investigations or any resulting prosecutions of him or the

use against him of any information derived from testimony or other information obtained under this agreement. If Mr. King seeks to withdraw his plea of guilty or in any way causes a court to reject any provision of this agreement or to refuse to accept his plea of guilty or enter final judgment, the United States shall be free to use any information or testimony provided under this agreement directly against him in any subsequent legal proceeding.

10. It is expressly understood that nothing herein precludes the United States from investigating and recovering from Mr. King all monies due and owing the United States as civil liabilities, except that arising under 31 U.S.C. §1103 and described in paragraph 5, whether or not arising out of the same facts and circumstances charged in the Information or arising out of the matters described in paragraph 7.

This cooperation agreement confirms the entire agreement between Mr. Marquis D. King and the United States concerning his guilty plea. No other promises, representations or inducements have been made to Mr. King or his attorneys with regard to such guilty plea. No additional promises, agreements or conditions have been entered into other than those set forth in this agreement, and none will be entered into unless in writing and signed by both parties.

Dated ^{3rd} day of ^{August} 1981.

R.S.H.
RICHARD S. SHINE
Chief

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WILLIAM F. PENDERGAST
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