

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA, }
 }
 Plaintiff, }
 }
 v. }
 }
 TRENT K. LeDOUX, }
 }
 Defendant. }

JAR
RLH

14. 40017. DDC
No. 13-40035-JAR
FILED IN OPEN COURT
TIMOTHY M. O'BRIEN, CLERK
BY *Wrest* DEPUTY CLERK
DEPUTY CLERK

PLEA AGREEMENT

The United States of America, by and through Assistant United States Attorneys, Richard L. Hathaway, and TRENT K. LeDOUX, the defendant, personally and by and through defendant's counsel, J. Richard Lake, hereby enter into the following plea agreement pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

1. Defendant's Guilty Plea.

a. The defendant agrees to plead guilty to Count 3 of the Indictment charging him with bank fraud in violation of Title 18, United States Code, Section 1344(2). By entering into this plea agreement, the defendant admits to knowingly committing this offense, and to being guilty of this offense. The defendant understands that the maximum sentence

which may be imposed for the offense of Bank Fraud, in violation of Title 18, United States Code, Section 1344(2), is imprisonment for not more than 30 years; a fine of not more than \$1,000,000, or both; supervised release of not more than 5 years; a \$100 special assessment fee; and restitution and forfeiture as required by law.

b. The defendant further agrees to the imposition of an order of restitution and forfeiture judgment in the amount of approximately \$465,100, and is not limited to the count of conviction.¹

c. The defendant agrees to fully and completely assist the United States in the identification and recovery of forfeitable assets, either domestic or foreign, which have been acquired directly or indirectly through the unlawful activities of the defendant.

d. The defendant agrees to cooperate fully with the United States Attorneys Office and to provide a financial statement on a form approved by the USAO that discloses all assets in which defendant has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party, as well as any transfer of assets that has taken place in the last 5 years.

¹ Defendant acknowledges that the final amount of the forfeiture restitution order and judgment will be determined after the Presentence Investigation is completed.

e. The defendant agrees to submit to an examination, which may be taken under oath and may include a polygraph examination.

f. The defendant acknowledge that any waivers, consents, or releases signed by the defendant for purposes of the Presentence Investigation Report extends to the United States Attorneys Office

g. The defendant agrees to not encumber, transfer, or dispose of any monies, property or assets under defendant's custody or control, without written approval from the United States Attorneys Office.

2. Factual Basis for the Guilty Plea. The parties agree the facts constituting the offense to which the defendant is pleading guilty are as follows:

Farmers and Merchants Bank of Colby, Kansas, is a financial institution whose deposits are insured by the Federal Deposit Insurance Corporation.

Farmers State Bank of Holton, Kansas, is also a financial institution whose deposits are insured by the Federal Deposit Insurance Corporation.

The defendant Trent K. LeDoux is a resident of Holton, Kansas and was a member of the House of Representatives for the State of Kansas from 2011 to 2013. LeDoux maintained an account at Farmer's State Bank of Holton, and a political account at Denison State Bank.

The Scheme:

Commencing in July of 2011 and continuing through April 2012, in the District of Kansas, the defendant Trent K. LeDoux devised a scheme

and artifice to obtain money, funds, credits, assets, securities, and other property owned by and under the custody and control of the Farmers and Merchants Bank of Colby, Kansas, by means of materially false and fraudulent pretenses, representations, and promises.

It was part of the scheme and artifice that the defendant Trent K. LeDoux applied for three loans from Farmers and Merchants Bank of Colby, Kansas, falsely representing that he was going to use all the funds to purchase cattle which would serve as the collateral for the loans. The first loan - 40021968 – was received by LeDoux on or about 07/15/2011, in the amount of \$106,600. The second loan - 4022017 - was received by LeDoux on or about 12/22/2011 in the amount \$175,500. The third loan - 4022077 - was received by LeDoux on or about 04/19/2012 in the amount \$183,000. In truth and in fact as the defendant fully well knew when he was applying for the loans, he did not intend to use all the funds to purchase cattle, but to pay off existing indebtedness to others as well as to make contributions to his political account. On or April 19, 2012 in the District of Kansas, defendant TRENT K. LEDOUX executed and attempted to execute the foregoing scheme and artifice to defraud as set forth above, in that the defendant received loan proceeds from Farmers and Merchants Bank of Colby through a wire transfer of \$183,000.

3. Application of the Sentencing Guidelines. The parties acknowledge that the Court will apply the United States Sentencing Guidelines (Guidelines) to calculate the applicable sentencing range for use on an advisory basis on deciding on the sentence to impose in this case. The defendant waives any right to have facts that determine the offense level under the Guidelines alleged in an indictment and found by a jury beyond a reasonable doubt; agrees that facts that determine the offense

level will be found by the Court at sentencing by a preponderance of the evidence and agrees that the Court may consider any reliable evidence, including hearsay; and the defendant agrees to waive all constitutional challenges to the validity of the Guidelines. The parties understand this agreement binds the parties only and does not bind the Court.

4. **Relevant Conduct.** The parties have agreed to the application of the Guidelines and therefore both the United States and the defendant understand that all uncharged related criminal activity may be considered as relevant conduct for purposes of calculating the offense level for Count 1 of the Criminal Information, in accordance with United States Sentencing Guidelines (U.S.S.G.) § 1B1.3.

5. **Government's Agreements.** In return for the defendant's plea of guilty as set forth herein, the United States Attorney for the District of Kansas agrees:

- a. To not file any additional charges against the defendant, or any one acting in concert with the defendant, arising out of the facts forming the basis for the present indictment;
- b. To dismiss the remaining counts at sentencing;
- c. To recommend the defendant receive a two (2) level reduction in the applicable offense level under U.S.S.G. § 3E1.1 for acceptance of responsibility. In addition, if the defendant's offense level is 16 or greater, the United

States will move at the time of sentencing for the defendant to receive an additional one (1) level reduction for acceptance of responsibility because the defendant timely notified the government of his intention to enter a plea of guilty.

- d. To recommend a sentence at the low end of the correctly calculated guideline sentencing range calculated by the United States Probation Office.

The government's obligation concerning its agreements listed in ¶ 5 are contingent upon the defendant's continuing manifestation of acceptance of responsibility as determined by the United States. If the defendant denies or gives conflicting statements as to his involvement, falsely denies or frivolously contests relevant conduct that the court determines to be true, willfully obstructs or impedes the administration of justice as defined in U.S.S.G. § 3C1.1 (or willfully attempts to do so), or engages in additional criminal conduct, the United States reserves the right to request a hearing to determine if the defendant has breached this agreement. In the event the Court finds the defendant has breached this plea agreement or otherwise failed to adhere to its terms, the United States shall not be bound by this paragraph and may pursue any additional charges arising from the criminal activity under investigation as well as any perjury, false statement, or obstruction of justice charges which may have occurred. The defendant understands and agrees that in the event the defendant violates this plea agreement, all statements made by the defendant subsequent to the execution of this plea agreement, any testimony given by defendant before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against the defendant in any and all criminal proceedings. The defendant waives any rights which might be asserted under the United States Constitution, any statute, Federal Rule of Criminal Procedure 11(f), Federal Rule of Evidence 410, or any other federal rule that pertains to the admissibility of any statements made by the defendant subsequent to this plea agreement.

6. Sentence to be Determined by the Court. The defendant understands that the sentence to be imposed will be determined solely by

the United States District Judge. The United States cannot and has not made any promise or representation as to what sentence the defendant will receive.

7. Information Provided by Defendant. The United States agrees not to use new information the defendant provides about the defendant's own criminal conduct except as specifically authorized by U.S.S.G. § 1B1.8. As such, this information may be revealed to the Court but may not be used against the defendant in determining the defendant's applicable guideline range or departing above his guideline range. Defendant understands and agrees, however, that under U.S.S.G. § 1B1.8, there shall be no such restrictions on the use of the information: (1) previously known to the United States; (2) revealed to the United States by, or discoverable through, an independent source; (3) in a prosecution for perjury or giving a false statement; (4) in the event there is a breach of this agreement; or (5) in determining whether and to what extent a downward departure as a result of a government motion pursuant to Title 18, U.S.C. § 3553(e) and U.S.S.G. § 5K1.1 is warranted.

8. Monetary Penalties. The defendant acknowledges that restitution is mandatory and agrees to a restitution order and forfeiture monetary judgment of approximately \$465,100, as determined by the

investigation of the United States Probation Office as part of the Presentence Investigation Report in this matter. The defendant understands and agrees that, pursuant to Title 18, United States Code, Section 3613, whatever monetary penalties are imposed by the court will be due and payable immediately and subject to immediate enforcement by the United States as provided for in Section 3613. If the Court imposes a schedule of payments, the defendant understands that the schedule of payments is 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. If the defendant is incarcerated, the defendant agrees to participate in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments.

9. Withdrawal of Plea Not Permitted. The defendant understands that if the court accepts this plea agreement but imposes a sentence with which the defendant does not agree, the defendant will not be permitted to withdraw this plea of guilty.

10. Payment of Special Assessment. The defendant understands that a mandatory special assessment of \$100 per count of conviction will be entered against the defendant at the time of sentencing.

The defendant agrees to deliver payment to the clerk of the court in the appropriate amount no later than the day of plea. If the defendant fails to make full payment of the special assessment the United States will no longer be bound by the provisions contained in Section 5(b) of this agreement. The burden of establishing an inability to pay the required special assessment lies with the defendant.

11. **Waiver of Appeal and Collateral Attack.** The defendant knowingly and voluntarily waives any right to appeal or collaterally attack any matter in connection with this prosecution, the defendant's conviction, or the components of the sentence to be imposed herein including the length and conditions of supervised release. The defendant is aware that Title 18, U.S.C. § 3742 affords a defendant the right to appeal the conviction and sentence imposed. By entering into this agreement, the defendant knowingly waives any right to appeal a sentence imposed which is within the guideline range determined appropriate by the court. The defendant also waives any right to challenge a sentence or otherwise attempt to modify or change his sentence or manner in which it was determined in any collateral attack, including, but not limited to, a motion brought under Title 28, U.S.C. § 2255 [except as limited by *United States v. Cockerham*, 237 F.3d 1179, 1187 (10th Cir. 2001)], and a motion brought

under Fed. Rule of Civ. Pro 60(b). In other words, the defendant waives the right to appeal the sentence imposed in this case except to the extent, if any, the court departs upwards from the applicable sentencing guideline range determined by the court. However, if the United States exercises its right to appeal the sentence imposed as authorized by Title 18, U.S.C. § 3742(b), the defendant is released from this waiver and may appeal the sentence received as authorized by Title 18, U.S.C. § 3742(a).

Notwithstanding the forgoing waivers, the parties understand that the defendant in no way waives any subsequent claims with regards to ineffective assistance of counsel or prosecutorial misconduct.

12. FOIA and Privacy Act Waiver. 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, Title 5, U.S.C. § 552 and the defendant waives any rights conferred under the Privacy Act of 1974, Title 5, U.S.C. § 552a to prevent or object to the disclosure of records or materials pertaining to this case.

13. Waiver of Claim for Attorney's Fees. The defendant waives all claims under the Hyde Amendment, Title 18, U.S.C. § 3006A, for

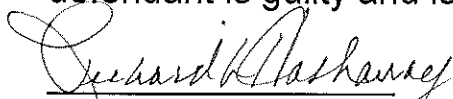
attorneys fees and other litigation expenses arising out of the investigation or prosecution of this matter.

14. Full Disclosure by United States. The defendant understands the United States will provide to the court and the United States Probation Office all information it deems relevant to determining the appropriate sentence in this case. This may include information concerning the background, character, and conduct of the defendant including the entirety of the defendant's criminal activities. The defendant understands these disclosures are not limited to the count to which the defendant has pled guilty. The United States may respond to comments made or positions taken by the defendant or defendant's counsel and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this plea agreement. The defendant also has the right to provide information concerning the offense and to make recommendations to the court and the United States Probation Office.


15. Parties to the Agreement. The defendant understands this plea agreement binds only the defendant and the United States Attorney for

the District of Kansas, and that it does not bind any other federal, state, or local prosecution authority.

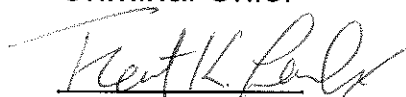
16. No Other Agreements. The defendant has had sufficient time to discuss this case, the evidence, and this agreement with the defendant's attorney and defendant is fully satisfied with the advice and representation provided by defendant's counsel. Further, the defendant acknowledges that she has read the plea agreement, understands it and agrees it is true and accurate and not the result of any threats, duress or coercion. The defendant further understands that this plea agreement supersedes any and all other agreements or negotiations between the parties, and that this agreement embodies each and every term of the agreement between the parties. The defendant acknowledges that the defendant is entering into this agreement and is pleading guilty because the defendant is guilty and is doing so freely and voluntarily.


 Richard L. Hathaway
 Assistant United States Attorney

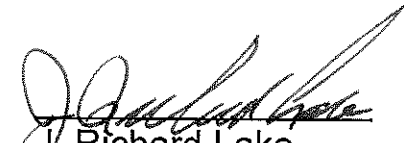
5.27.14
 Date


 Jared Maag
 Criminal Chief

5-27-14
 Date


 Trent K. LeDoux
 Defendant

5/27/14
 Date



J. Richard Lake
Attorney for Defendant LeDoux

5/22/14
Date

ORDER

I find that the plea of guilty was made by the defendant freely, voluntarily, and because he/she is guilty as charged, and not out of ignorance, fear, inadvertence or coercion, and with full understanding of its consequences. I further find that the defendant has admitted the essential elements of the crime charged and is mentally competent.

IT IS THEREFORE ORDERED that the defendant's plea of "GUILTY" be accepted and entered as prayed for in the petition and as recommended in the certificate of his/her lawyer.

Done in open court this 27 day of MAY, 2014.


UNITED STATES DISTRICT JUDGE