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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA

MONROE DIVISION

UNITED STATES OF AMERICA	*	CRIMINAL NO.: 3:10-cr-00198-01
	*	
VERSUS	*	JUDGE ELIZABETH E. FOOTE
	*	
LINDA C. BUNCH	*	MAGISTRATE JUDGE HAYES

PLEA AGREEMENT

A. INTRODUCTION

1. This document contains the complete plea agreement between the Government and LINDA C. BUNCH, the Defendant. Besides the Proffer Agreement, which agreement is incorporated by reference, no other agreement, understanding, promise, or condition exists, nor will any such agreement, understanding, promise or condition exists unless it is committed to writing in an amendment attached to this document and signed by the Defendant, an attorney for the Defendant, and an attorney for the Government. The terms of this plea agreement are only binding on the Defendant and the Government if the Court accepts the Defendant's guilty plea.

B. THE DEFENDANT'S OBLIGATIONS

1. LINDA C. BUNCH shall appear in open court and plead guilty to **Count One (1)** of the Indictment pending in this case.

2. LINDA C. BUNCH agrees to provide the United States Probation Office and the United States Attorney's Office with a signed, sworn financial statement, which accurately reflects the Defendant's financial condition, within two weeks after entering

the plea contemplated by this agreement. The Defendant further agrees that this financial statement will be made in a form provided by or acceptable to the United States Attorney. Additionally, the Defendant will give the United States Attorney's Office and the Probation Office full access to the Defendant's bank and other financial records and does now waive any rights to financial privacy that the Defendant may have under federal or state statutes or regulations.

3. The Defendant further agrees to sign any Internal Revenue Service form or other form presented by the Government in order for the Government to have access to all of the Defendant's income tax returns, including personal, corporations, or trusts to which the Defendant may have participated in or signed. The Defendant acknowledges that failure to provide an accurate financial statement and tax return information within the time noted is a violation of this Plea Agreement and will be a basis for the United States Attorney to move to set aside the plea.

C. THE GOVERNMENT'S OBLIGATIONS

1. If the Defendant completely fulfills all of her obligations and agreements under this plea agreement, the Government agrees to dismiss the remaining Counts of the Indictment after sentencing and it will not prosecute the Defendant for any other offense known to the United States Attorney's Office, based on the investigation which forms the basis of the Indictment.

2. The Government will and hereby moves pursuant to U.S.S.G. § 3E1.1(b) for the Defendant to receive a one point reduction in her offense level should that offense level be 16 or greater, as the Defendant has assisted authorities in the

investigation or prosecution of her own misconduct by timely notifying authorities of her intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently.

D. SENTENCING

LINDA C. BUNCH understands and agrees that:

1. the maximum punishment on **Count One** is a term of imprisonment of not more than 5 years (pursuant to 18 U.S.C. § 371), or a fine of not more than \$250,000.00 (pursuant to 18 U.S.C. § 3571), or both;

2. she shall be required to pay a special assessment of \$100 at the time of the guilty plea by means of a cashier's check, bank official check, or money order payable to "Clerk, U.S. District Court;"

3. she may receive a term of Supervised Release of at least two (2) but not more than three (3) years in length in addition to any term of imprisonment imposed by the Court;

4. a violation of any condition of Supervised Release at any time during the period of Supervised Release may result in the Defendant being incarcerated over and above any period of imprisonment initially ordered by the Court;

5. the period of incarceration for a violation of a condition of Supervised Release could be as much as the full term of Supervised Release initially ordered by the Court regardless of the amount of time of the Supervised Release the Defendant had successfully completed;

6. although not binding on the court, the parties agree that the loss amount in this matter is more than \$120,000.00 but less than \$200,000.00;

7. in addition to the penalties set forth in the preceding paragraphs, the Court may order her to make restitution to the victim(s) in this case and that the amount of restitution and method of payment is in the discretion of the Court;

8. any fine and/or restitution imposed as part of the Defendant's sentence will be made due and payable immediately, that the Defendant will be held liable for all restitution jointly and severally with all co-defendants, and any federal income tax refund received by the Defendant from the Internal Revenue Service while there is an outstanding fine and/or restitution shall be applied toward the fine and/or restitution award;

9. the Defendant understands and acknowledges that the Indictment contains a **Forfeiture Allegation**. The Defendant acknowledges and agrees that she has no interest or claim to the Real Property identified in paragraph C(2) of the Forfeiture Allegation portion of the Indictment. The Defendant agrees that the conspiracy to import and distribute human growth hormone to which she is pleading guilty generated proceeds and that therefore she is appropriately subject to a forfeiture money judgment. The Defendant agrees to pay a forfeiture money judgment totaling \$200,000.00 which represents proceeds of the offense of conviction;

10. the Defendant agrees to forfeit to the United States all of the Defendant's interests in any proceeds of the conspiracy described above that she currently owns, has previously owned or over which the Defendant currently, or has in the past, exercised

control, directly or indirectly, and any property the Defendant has transferred, as well as any property that is traceable to, derived from, fungible with, or a substitute for property that constitutes the proceeds of her offense;

11. the Defendant agrees that, as a result of her own acts or omissions, the property subject to forfeiture as a result of the offense to which she is pleading guilty cannot be located upon the exercise of due diligence; has been transferred, sold to, or deposited with a third party; has been placed beyond the jurisdiction of the court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty and that therefore, the forfeiture of substitute property pursuant to 21 U.S.C. § 853(p) is appropriate in this case;

12. the Defendant agrees to identify all assets over which the Defendant exercises or exercised control, directly or indirectly, within the past five years, or in which the defendant has or had during that time any financial interest. The Defendant agrees to take all steps as requested by the United States to obtain from any other parties by any lawful means any records of assets owned at any time by the Defendant. The Defendant agrees to undergo any polygraph examination the United States may choose to administer concerning such assets and to provide and/or consent to the release of the Defendant's tax returns for the previous five years. Defendant agrees to forfeit to the United States all of the Defendant's interests in any asset of a value of more than \$1,000.00 that, within the last five years, the Defendant owned, or in which the Defendant maintained an interest, the ownership of which the Defendant fails to disclose to the United States in accordance with this agreement;

13. the Defendant agrees to hold the United States, its agents and employees harmless from any claims whatsoever in connection with the seizure or forfeiture of property covered by this agreement;

14. the Defendant further agrees to waive all interest in any such asset in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. The Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant acknowledges that she understands that the forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the court to advise her of this, pursuant to Rule 11(b)(1)(J), at the time her guilty plea is accepted;

15. the Defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The Defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, including taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. The Defendant further agrees that she will not assist any third party in asserting a claim to the forfeited assets in any judicial forfeiture proceeding and that she will testify truthfully in any such proceeding.

Defendant acknowledges that all property covered by this agreement is subject to forfeiture as proceeds of the conspiracy described above;

16. the Defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive her, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if Defendant had survived, and that determination shall be binding upon Defendant's heirs, successors and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

17. the Defendant further agrees to waive all interest in any such asset in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. The Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant acknowledges that she understands that the forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the court to advise her of this, pursuant to Rule 11(b)(1)(J), at the time her guilty plea is accepted;

18. the Defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The

Defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding. Defendant acknowledges that all property covered by this agreement is subject to forfeiture as proceeds of illegal conduct, property facilitating illegal conduct, property involved in illegal conduct giving rise to forfeiture and or substitute assets for property otherwise subject to forfeiture;

19. the Defendant agrees to pay via a cashier's check, bank official check, or money order payable to "Clerk, U.S. District Court" at or before the sentencing hearing in this matter \$100,000.00 toward the \$200,000.00 forfeiture money judgment;

20. as part of the presentence investigation, the Government will make available to the Court all evidence developed in the investigation of this case;

21. this case is governed by the Sentencing Reform Act, as modified by United States v. Booker, 543 U.S. 220 (2005), that she has discussed the Sentencing Guidelines and their applicability with her counsel, and understands and acknowledges that a final determination of the applicable guidelines range cannot be made until the completion of the presentence investigation;

22. the sentencing judge alone will decide what sentence to impose; and

23. the failure of the Court to adhere to a sentencing recommendation tendered by counsel shall not be a basis for setting aside the guilty plea which is the subject of this agreement.



E. COOPERATION

1. The Defendant agrees to cooperate fully and truthfully in the Government's investigation into this and any other criminal matter about which the Defendant has knowledge.

2. Cooperation shall include, but is not limited to, testifying before the grand jury or at trial if requested. The Defendant understands that her failure to testify truthfully can result in the Defendant being prosecuted for perjury or giving false statements and in the Government withdrawing from this Plea Agreement.

3. The Defendant understands that while she is being offered use immunity for all prospective statements to law enforcement agents and testimony, given as a result of this agreement, such statements and testimony are subject to the penalties of perjury and giving false statements if not completely honest and factual, and that this Plea Agreement can be withdrawn if the Defendant makes false statements or substantially misrepresents her role in the offense.

4. At or before the time of sentencing, the United States will advise the Court of any assistance provided by the Defendant.

5. The United States may, but shall not be required to, make a motion requesting the Court to depart from the sentencing range called for by the guidelines in the event she provides "substantial assistance." This decision shall be in the sole and non-reviewable discretion of the United States Attorney.

6. It is understood and agreed that a motion for departure shall not be made under any circumstances unless the Defendant's cooperation is deemed "substantial" by

the United States Attorney. The United States has made no promise, implied or otherwise, that the Defendant will be granted a "departure" for "substantial assistance." Further, no promise has been made that a motion will be made for departure even if the Defendant complies with the terms of this agreement in all respects, but has been unable to provide "substantial assistance."

7. It is understood that even if a motion for departure is made by the Government, based upon the Defendant's perceived "substantial assistance," the final decision as to how much, if any, reduction in sentence is warranted because of that assistance, rests solely with the District Court.

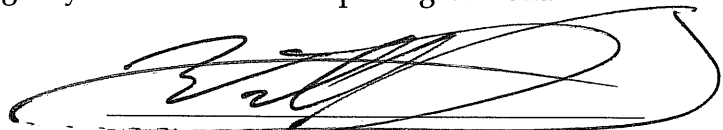
F. REINSTATEMENT OF ORIGINAL INDICTMENT

1. LINDA C. BUNCH understands and agrees that should this plea be overturned for any reason at a later date, the Indictment, in its entirety, will be automatically reinstated without need for presentment to a Grand Jury or any motion or other action by the Government.

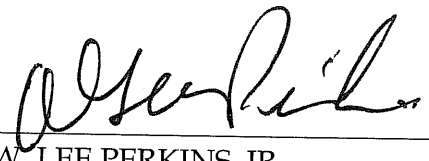
G. SIGNATURE OF ATTORNEY FOR THE DEFENDANT, THE DEFENDANT, AND THE ATTORNEY FOR THE GOVERNMENT

I have read this plea agreement and have discussed it fully with my client, LINDA C. BUNCH. It accurately and completely sets forth the entire plea agreement. I concur in LINDA C. BUNCH pleading guilty as set forth in this plea agreement.

Dated: 12/9/11

  
WILL R. BARHAM  
Attorney for the Defendant

Dated: 12/09/11


  
W. LEE PERKINS, JR.  
Attorney for the Defendant

I have read this plea agreement and have discussed it with my attorney. I fully understand the plea agreement and accept and agree to it without reservation. I do this voluntarily and of my own free will. No threats have been made to me, nor am I under the influence of anything that could impede my ability to fully understand this plea agreement.

I affirm that absolutely no promises, agreements, understandings, or conditions have been made or entered into in connection with my decision to plead guilty except those set forth in this plea agreement.

I am satisfied with the legal services provided by my attorney in connection with this plea agreement and the matters related to this case.

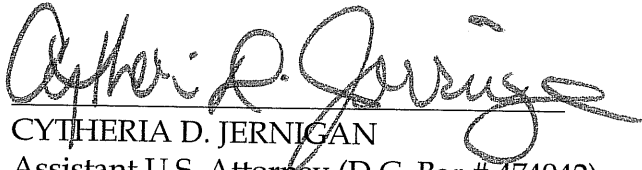
Dated: 12/9/11

  
LINDA C. BUNCH  
Defendant

I accept and agree to this plea agreement on behalf of the United States of America.

STEPHANIE A. FINLEY  
United States Attorney

Dated: 12/12/11

  
CYTHERIA D. JERNIGAN  
Assistant U.S. Attorney (D.C. Bar # 474942)