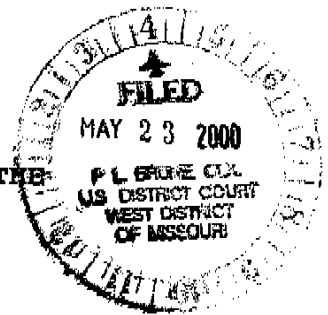


IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION



UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 MYRON C. PIGGIE,)
)
 Defendant.)

No. 00-00162-01-CR-W-4

PLEA AGREEMENT

The following agreement has been made between MYRON C. PIGGIE, defendant, by and through his undersigned counsel, Kimberley Kellogg Gepford, and the United States of America, by and through the United States Attorney Stephen L. Hill, Jr., and the undersigned Assistant United States Attorney. There are no agreements or understandings as to the disposition of this case other than those set forth herein.

1. The defendant agrees to plead guilty to Count One of the Indictment, charging a violation of Title 18, United States Code, Section 371, that is, conspiracy to commit mail and wire fraud and Count Nine charging a violation of Title 26, United States Code, Section 7203, that is, failure to file a tax return. By entering into this Plea Agreement, the defendant admits that he knowingly committed these offenses, and is in fact guilty of these offenses.

2. The parties agree that the facts constituting the offenses to which he is pleading guilty are as follows:

In regard to Count One, defendant was involved in a scheme with Jaron Rush, Corey Maggette, Kareem Rush, and Andre Williams to defraud various universities, their athletic conferences, and the NCAA. Specifically, defendant in conjunction with the above student-athletes conspired to obtain by fraud money and property in the form of scholarships offered by UCLA, Duke, the University of Missouri, and Oklahoma State University for participation in intercollegiate basketball. Additionally, it was part of this scheme to deprive these universities, their athletic conferences, and the NCAA of their intangible right to the honest services of student-athletes Jaron Rush, Maggette, Kareem Rush, and Williams. Lastly, it was part of this scheme to defraud the universities of property including their right to control the allocation of the limited number of athletic scholarships available to eligible student-athletes.

In this regard, defendant engaged in a course of conduct of making payments to high school basketball players in exchange for their participation on his Amateur Athletic Association (AAU) summer league team. Specifically, defendant paid: (1) Jaron Rush \$17,000 between August 1996 and March 1998; (2) Korleone Young \$14,000 between April 1996 and June 1998; (3) Kareem Rush

\$2,300 between April 1997 and July 1998; (4) Maggette \$2,000 between April and August 1997; and (5) Williams \$200 between April and June 1998.

Additionally, it was the purpose of defendant's scheme to obtain money from Thomas Grant, Nike, sports agents, and ultimately a portion of these players' contracts after they turned professional. Consequently, as part of this scheme defendant obtained \$184,435 from Grant, \$159,866 from Nike, and \$76,100 from agents Jerome Stanley and Kevin Poston for a total of \$420,401 between 1995-1998.

In order to effectuate this scheme, the aforementioned student-athletes submitted false and fraudulent Student-Athlete Statements to their respective universities. Specifically, Jaron Rush, Maggette, Williams, and Kareem Rush falsely certified that they had not previously received payments to participate in basketball. As a result of these material misrepresentations, UCLA, Duke, the University of Missouri, and Oklahoma State University maintained scholarships for these athletes.

Moreover, these universities suffered actual harm as a result of this scheme. Specifically, UCLA lost the full benefit of Jaron Rush and his athletic scholarship during his suspension in 1999-00 for receiving payments from defendant. Additionally,

the University of Missouri lost the full benefit of Kareem Rush and his athletic scholarship during his suspension in 1999-00 for receiving payments from defendant. Lastly, Oklahoma State University lost the full benefit of Williams and his athletic scholarship during his suspension in 1999 for receiving payments from defendant and these universities also incurred investigative costs as a result of defendant's scheme.

Additionally, Jaron Rush, Williams, and Kareem Rush placed or caused to be placed in the United States Postal Service and mailed their letters of intent from the Western District of Missouri to their respective universities in order to qualify for athletic scholarships. Moreover, defendant made various interstate telephone calls from his residence in Kansas City, Missouri, to Maggette in Chicago, Illinois, to facilitate this scheme.

In regard to Count Nine, defendant received gross income of approximately \$99,100 from the aforementioned sources for the calendar year 1998. However, defendant knowingly and willfully failed to make a tax return in relation to this gross income on or before April 15, 1999, as required by law.

3. The defendant also acknowledges and agrees that the conduct charged in Counts Two through Eight and Counts Ten and Eleven of the Indictment is to be considered as well as all other

uncharged related criminal activity as "relevant conduct" for purposes of calculating the offense level for Counts One and Nine, in accordance with U.S.S.G. § 1B1.3(a)(2).

4. The defendant understands that the maximum sentence which may be imposed as to Count One of the Indictment to which he has agreed to plead guilty is not more than five (5) years of imprisonment, a \$250,000 fine, five (5) years of supervised release, an order of restitution, and a \$100 mandatory special assessment. The defendant further understands that this offense is a Class D felony. Additionally, defendant understands that the maximum sentence which may be imposed on Count Nine is not more than one year imprisonment, a \$100,000 fine, one (1) year of supervised release, and a \$50 mandatory special assessment. Defendant further understands that this offense is a Class A misdemeanor.

5. The defendant acknowledges that he has discussed the issue of supervised release with his attorney and that he understands the nature and the effects of supervised release. In particular, the defendant understands that a violation of a condition of his supervised release may result in the revocation of supervised release and the imposition of an additional term of imprisonment of not more than three (3) years with respect to Count One and not more than one (1) year in regard to Count Nine

of the Indictment. The defendant further understands that if he violates a condition of supervised release, he could be required to serve all of the term of supervised release imposed by the Court, without credit for time previously served during post-release supervision.

6. The defendant understands that this Plea Agreement binds only the defendant and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority.

7. In return for the defendant's plea of guilty to the above charges, the United States Attorney for the Western District of Missouri agrees not to file any additional charges against defendant arising out of the present offenses or investigation in the Western District of Missouri. The United States further agrees that at the time of sentencing it will dismiss the remaining counts of the Indictment, as well as the Indictment charging defendant as a felon in possession of a firearm, in violation of Title 18, United States Code, Section 922(g). However, the defendant understands this Plea Agreement does not foreclose any prosecution for an act of murder, attempted murder, an act of physical violence against a person of another, or any conspiracy to commit any such act of violence. In the event that the defendant breaches or violates this Plea

Agreement or otherwise fails 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 resulted. The defendant understands and agrees that in the event he violates this Plea Agreement, all statements made by him to law enforcement agents subsequent to the execution of this Plea Agreement, any testimony given by him before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against him in any and all criminal proceedings. The defendant waives any rights which might be asserted under the United States Constitution, any statute, Federal Rules of Criminal Procedure, Section 11(e)(6), Federal Rules of Evidence, Section 410, or any other federal rule that pertains to the admissibility of any statements made by him subsequent to this Plea Agreement.

8. The defendant understands that if the Court accepts this Plea Agreement but imposes a sentence which defendant does not like or agree with, he will not be permitted to withdraw his plea of guilty.

9. The defendant understands that a mandatory special assessment of \$100 on Count One and \$50 on Count Nine will be entered against him at the time of sentencing. The defendant agrees to deliver to the Clerk of the Court a check payable to the Clerk in the appropriate amount, and to provide evidence of the payment to counsel for the United States within ten (10) days of the filing of this Plea Agreement with the Court.

10. The defendant agrees not to appeal or otherwise challenge the constitutionality or legality of the Sentencing Guidelines. The defendant understands and acknowledges that his sentence will be determined and imposed pursuant to those Sentencing Guidelines. Defendant is aware that a sentence imposed under the Sentencing Guidelines does not provide for parole. The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum established for the offense. The defendant waives any claims under the Hyde Amendment, Title 18, United States Code, Section 3006A, for attorneys fees and other litigation expenses arising out of the investigation or prosecution of this matter.

11. The defendant understands the United States will provide to the Court and the United States Probation Office a government version of the offense conduct. 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.

12. With respect to the application of the sentencing guidelines to this case, the parties agree as follows:

a. The applicable guideline section for the offense of conviction in Count One is 2F1.1 and for Count Nine, Section 2T1.1 is applicable with a tax loss of \$67,662.69 for the period 1995-1998 for a base offense level of 13 for Count Nine.

b. The base offense level in Count One is 6.

c. The parties agree that the Government will seek and the defendant will oppose a 9-level enhancement for loss of the value of the scholarships involved and loss of the NCAA tournament revenue to Duke and UCLA pursuant to U.S.S.G. § 2F1.1(b)(1). Additionally, the parties make no agreements concerning potential enhancements in Count Nine.

d. The parties agree that the Government will seek a two-level enhancement pursuant to U.S.S.G. § 2F1.1(b)(2) for a scheme to defraud more than one victim.

e. The parties agree that the Government will seek and the defendant will oppose a two-level enhancement pursuant to U.S.S.G. § 2F1.1(b)(4) for a misrepresentation that defendant was acting on behalf of a charitable organization, that is, the Myron Piggie Foundation.

f. The parties agree that the Court following a presentence investigation will ultimately decide whether these enhancements are applicable.

g. The defendant has admitted his guilt and accepted responsibility for his actions, and he has done so in a timely fashion, allowing the United States to avoid the time and expense of preparing for trial. Consequently, he is entitled to a three-level reduction pursuant to Section 3E1.1 of the Sentencing Guidelines.

h. The defendant's criminal history is estimated at Category IV.

i. The defendant understands the estimate of the parties with respect to the guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate guideline levels.

j. The United States agrees not to seek an upward departure from the Guidelines and defendant agrees to not seek a downward departure from the Guidelines at this time. The agreement by the parties to not seek a departure from the Guidelines is not binding upon the Court or the United States Probation Office and the Court may impose any sentence authorized by law.

13. There are no agreements between the parties with respect to any sentencing guideline issues other than those specifically listed in paragraph 15, and its subsections. As to any other issues which may be found to exist, the parties are free to advocate their respective positions at the sentencing hearing.

14. 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.

15. The defendant understands that the United States reserves the right in this case to:

a. oppose or take issue with any position advanced by defendant at the sentencing hearing which may be inconsistent with the provisions of this Plea Agreement;

b. comment on the evidence supporting the charge in the Indictment;

c. oppose any arguments and requests for relief the defendant may advance on an appeal from the sentences imposed; and

d. oppose any post-conviction motions for reduction of sentence, or other relief.

16. The defendant has read the Plea Agreement, understands it, and by his signature, states that it is true and accurate and not the result of any threats or coercion. Both parties agree that no promises or agreements have been made other than those set forth in the Plea Agreement, nor has the United States promised the defendant any additional consideration to induce him to sign this Plea Agreement. The defendant acknowledges that he

is entering into this Plea Agreement and is pleading guilty freely and voluntarily. The defendant further acknowledges his understanding of the nature of the offense or offenses to which he is pleading guilty and the elements of the offense or offenses, including the penalties provided by law, and his complete satisfaction with the representation and advice received from his undersigned counsel. The defendant also understands that he has the right to plead not guilty or to persist in that plea if it has already been made, the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against him, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense. Defendant understands that by pleading guilty, he waives or gives up those rights and there will be no trial. The defendant further understands that if he pleads guilty, the Court may ask him questions about the offense or offenses to which he pled guilty, and if the defendant answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or false statement.

