

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

UNITED STATES OF AMERICA) Criminal No: 3:09-CR-827
)
 V.)
) **PLEA AGREEMENT**
 RANDAL ANTOINE)
)

General Provisions

This PLEA AGREEMENT is made this 19 day of NOVEMBER, 2009,
between the United States of America, as represented by United States Attorney W. WALTER
WILKINS, Assistant United States Attorney Nathan Williams; the Defendant, **RANDAL**
ANTOINE, and Defendant's Attorney, John Hare, Esquire.

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

1. The Defendant agrees to plead guilty to Count One and Count Three of the Indictment
now pending, which charge:

COUNT ONE

1. That beginning in or around February, 2008, and continuing through
on or about September, 2008, in the District of South Carolina, the Defendant,
RANDAL ANTOINE, devised, and intended to devise, a scheme and artifice
to defraud and to obtain money by means of false and fraudulent pretenses,
representations, and promises, and during such period stated above, did execute
such scheme and artifice to defraud and did knowingly cause to be transmitted
by means of wire in interstate commerce certain electronic signals composing
communications in furtherance of the scheme and artifice to defraud.

2. During the aforesaid time-period, AmeriDream, Inc. (hereafter
"AmeriDream"), was a non-profit 501(c)(3) organization with its principle
offices in Gaithersburg, Maryland, that provided down payment assistance to
first-time home buyers (hereafter "purchasers").

3. A typical requirement for a purchaser to obtain a mortgage loan is down payment funds. For those purchasers who did not have down payment funds, AmeriDream offered them down payment assistance (hereafter "DPA") by providing some or all of the down payment funds required by the mortgage lender. To receive DPA funds from AmeriDream, a mortgage loan originator typically contacted AmeriDream on behalf of the purchaser and represented, among other things, the following:

- (1) the identities of the purchaser(s), seller(s), the mortgage loan originator, and the settlement agent;
- (2) that a residential mortgage loan was already acquired or being sought by the purchaser;
- (3) information about the property being purchased;
- (4) information about the terms of the purchase;
- (5) the date of the scheduled closing; and
- (6) wiring instructions so that AmeriDream could provide the DPA funds.

4. During the aforesaid time period, RANDAL ANTOINE contacted AmeriDream via means of a wire in interstate commerce, posed as a mortgage loan originator applying on behalf of purchasers for DPA funds, and falsely represented that certain residential mortgage loan closings would be taking place, when in fact he knew no such closings were occurring.

5. Based on the aforesaid false representations, AmeriDream wire transferred to a bank account in South Carolina, DPA funds for 38 separate mortgage loan closings, such funds totaling approximately \$328,176.00.

6. The Defendant RANDAL ANTOINE did not apply the aforesaid wire transferred funds to the mortgage loan closings he claimed were occurring, but instead converted the money to his own use.

7. On or about September 2, 2008, in the District of South Carolina, the Defendant RANDAL ANTOINE, for the purpose of executing the aforesaid scheme and artifice to defraud and to obtain money by false and fraudulent pretenses, representations, and promises, knowingly transmitted and caused to be transmitted by means of wire in interstate commerce from South Carolina to AmeriDream, Inc., in Gaithersburg, Maryland, a DPA Application for \$6,720.00 in down payment funds for a purported mortgage closing on the purchase of residential property located at 1510 Shearwater Rd., Elgin, South Carolina.

All in violation of Title 18, United States Code, Section 1343.

COUNT THREE

That on or about September 2, 2008, in the District of South Carolina, the Defendant RANDAL ANTOINE, with intent to deceive and for the purpose of obtaining something of value, did falsely represent a number to be the social security number assigned to V.M., a person known to the Grand Jury, by the Commissioner of Social Security when in truth and fact, as he well knew, the number was not the social security number assigned to that individual by the Commissioner of Social Security;

In violation of Title 42, United States Code, Section 408(a)(7)(B).

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

Count One - Wire Fraud, 18 U.S.C. § 1343

On or about February 2008 until September 2008 in the District of South Carolina the Defendant

- (A) knowingly devised or participated in a scheme to defraud, or for obtaining money by means of false pretenses, representation or promises;
- (B) did so willfully and with an intent to defraud; and
- (C) transmitted or caused to be transmitted by wire in interstate commerce some communication for the purpose of executing the scheme to defraud.

Count Three - Improper Use of a Social Security Number, 42 U.S.C. §408(a)(7)(B)

On or about September 2, 2008, in the District of South Carolina the Defendant

- (A) for the purpose of obtaining anything of value from any person or for any other purpose;
- (B) with the intent to deceive, falsely represents a number to be the social security number assigned by the Commissioner of Social Security to him or to another person; and

- (C) when in fact such number is not the social security account number assigned by the Commissioner of Social Security to him or to such other person.

Possible Penalties for 18 U.S.C. §1343

Fine of \$250,000.00 (18 U.S.C. § 3571) and / or imprisonment for 20 years and a term of supervised release of not more than 3 years (18 U.S.C. § 3583) plus a special assessment of \$100.00 (18 U.S.C. § 3013).

Possible Penalties for 42 U.S.C. §408(a)(7)(B)

Fine of \$250,000.00 (18 U.S.C. § 3571) and / or imprisonment for 5 years and a term of supervised release of not more than 3 years (18 U.S.C. § 3583) plus a special assessment of \$100.00 (18 U.S.C. § 3013).

2. The Defendant agrees to provide detailed financial information to the United States Probation Office prior to sentencing. The Defendant further agrees to enter into the Bureau of Prisons Inmate Financial Responsibility Program if sentenced to a term of incarceration with an unsatisfied monetary penalty. The Defendant further understands and agrees that any monetary penalty imposed is not dischargeable in bankruptcy.

- (A) Fines: The Defendant understands and agrees that the court may impose a fine pursuant to 18 U.S.C. §§ 3571 and 3572, which fine may be due and payable immediately after sentencing regardless of whether the Defendant has the money to pay the fine. In the event the Defendant does not have the money, the Defendant understands and agrees that the court may establish a payment schedule, taking into account the Defendant's present and future means of earning money, or of obtaining money to pay the fine.
- (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. The Defendant understands and agrees that full payment of restitution is due immediately after sentencing unless the court provides, in the interest of justice, for payment on a date certain or in installments over the shortest time in which full payment can be reasonably made. The Defendant further understands and agrees that the government will seek enforcement of any order of restitution, and reserves the right to petition the court at a later date to increase the amount of any installment payments toward restitution in the interest of justice.

(C) Special Assessment: Pursuant to 18 U.S.C. §3013, the Defendant must pay a special assessment of \$100.00 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.

3. Provided the Defendant complies with all the terms of this Agreement, the United States agrees to move to dismiss the remaining counts of the Indictment [and any other indictments under this number] at sentencing. The Defendant understands that the Court may consider these dismissed counts as relevant conduct pursuant to § 1B1.3 of the

United States Sentencing Guidelines.

4. The Defendant understands that the matter of sentencing is within the sole discretion of the Court and that the sentence applicable to Defendant's case will be imposed after the Court considers as advisory the United States Sentencing Commission Guidelines, Application Notes and Policy Statements, as well as the factors set forth in Title 18, United States Code, Section 3553(a). The Defendant also understands that Defendant's sentence has not yet been determined by the court, and that any estimate of a probable sentencing range Defendant may have received from Defendant's attorney, the Government or the United States Probation Office is only a prediction, not a promise, and is not binding on the Government, the Probation Office or the Court. The Defendant further understands that the Government retains the right to inform the Court of any relevant facts, to address the Court with respect to the nature of the offense, to respond to questions raised by the Court, to correct any inaccuracies or inadequacies in the presentence report, to respond to any statements made to the Court by or on behalf of the Defendant and to summarize all evidence which would have been presented at trial to establish a factual basis for the plea.
5. The Defendant agrees that all facts that determine his offense level under the Guidelines and pursuant to any mandatory minimum (including facts that support any specific offense characteristic or other enhancement or adjustment) can be found by the court at sentencing by a preponderance of the evidence standard and the court may consider any reliable evidence, including hearsay. By executing this Agreement, the Defendant understands that he waives any argument that facts that determine his offense level under

the Guidelines and pursuant to any mandatory minimum should be alleged in an indictment and found by a jury beyond a reasonable doubt.

6. The Defendant understands that the obligations of the Government within the Plea Agreement are expressly contingent upon the Defendant's abiding by federal and state laws and complying with the terms and conditions of any bond executed in this case.
7. In the event that the Defendant fails to comply with any of the provisions of this Agreement, either expressed or implied, it is understood that the Government will have the right, at its sole election, to void all of its obligations under this Agreement and the Defendant will not have any right to withdraw his plea of guilty to the offense(s) enumerated herein.

Forfeiture

8. The Defendant agrees to voluntarily surrender to, and not to contest the forfeiture by, the United States of America of any and all assets and property, or portions thereof, owned or purchased by the Defendant which are subject to the forfeiture pursuant to any provision of law and which are in the possession or control of the Defendant or Defendant's nominees. In particular, the Defendant agrees to voluntarily surrender to, and not to contest the forfeiture by, the United States of America of:
 - A. 2003 BMW 745i, Dark Blue in color.
 - B. Cash / Proceeds - A sum equal to all proceeds the defendant obtained directly or indirectly as a result of the wire fraud offense charged in the

indictment, that is, approximately \$503,814.75 in United States Currency, and all interest and proceeds traceable thereto.

The Defendant further agrees to prevent the disbursement, relocation or encumbrance of any such assets and agrees to fully assist the Government in the recovery and return to the United States of any assets, or portions thereof, as described above, wherever located. The Defendant further agrees to make a full and complete disclosure of all assets over which Defendant exercises control and those which are held or controlled by nominees. The Defendant further agrees to submit to a polygraph examination on the issue of assets if it is deemed necessary by the United States.

The Defendant agrees to forfeit all interests in the properties as described above and to take whatever steps are necessary to pass clear title to the United States. These steps include, but are not limited to, the surrender of title and the signing of any other documents necessary to effectuate such transfers. The Defendant agrees not to object to any civil forfeiture proceedings brought against these properties pursuant to any provision of law and the Defendant further understands that any such civil proceedings may properly be brought at any time before or after acceptance of Defendant's guilty plea in this matter and agrees to waive any double jeopardy claims he may have as a result of the forfeiture of these properties as provided for by this Agreement.

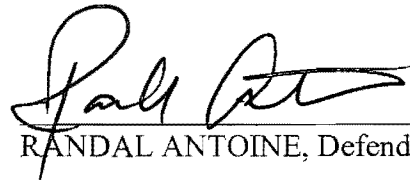
Merger and Other Provisions

9. The parties agree that if the Court determines the Defendant has readily demonstrated acceptance of responsibility for his offenses, that USSG § 3E1.1(a) applies, thereby providing for a decrease of two (2) levels. In addition, if the Defendant qualifies for a decrease under § 3E1.1(a), the Government will move that he receive the one level decrease set forth in § 3E1.1(b), and requests that this provision be considered as that request.
10. The Defendant, understands and agrees that by pleading guilty to an offense involving dishonesty or a breach of trust, or money-laundering, as set forth in 12 U.S.C. §§ 1785 and 1829, the Defendant is prohibited from controlling or participating, directly or indirectly, in the conduct of affairs of any federally-insured bank or credit union, and is prohibited from serving as any director, officer, employee, agent, controlling stockholder, or other institution-affiliated party of any federally-insured bank or credit union without prior written consent pursuant to federal law.
11. The Defendant represents to the court that he has met with his attorney 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 attorney and related all information of which the Defendant is aware pertaining to the case; that the Defendant and his attorney have discussed possible defenses, if any, to the charges in the Indictment including the existence of any exculpatory or favorable evidence or witness, 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 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 his 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.

12. 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.
13. 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.

11/19/09
DATE



RANDAL ANTOINE, Defendant

11/19/09
DATE

John H Hare
John Hare
Attorney for the Defendant

11/19/09
DATE

W. WALTER WILKINS
UNITED STATES ATTORNEY
BY: Nathan Williams
Nathan Williams
Assistant U. S. Attorney

**U. S. DEPARTMENT OF JUSTICE
Statement of Special Assessment Amount**

This statement reflects your special assessment only. There may be other penalties imposed at sentencing. This Special Assessment is due and payable at the time of the execution of the plea agreement.

ACCOUNT INFORMATION	
CRIM. ACTION NO.:	
DEFENDANT'S NAME:	
PAY THIS AMOUNT:	
PAYMENT DUE ON OR BEFORE:	(date plea agreement signed)

**MAKE CHECK OR MONEY ORDER PAYABLE TO:
CLERK, U.S. DISTRICT COURT**

**PAYMENT SHOULD BE SENT TO:
Clerk, U.S. District Court
[Address in Columbia, Greenville, Charleston or Florence]**

**OR HAND DELIVERED TO:
Clerk's Office
[Address in Columbia, Greenville, Charleston or Florence] (Mon - Fri 9-5)**

INCLUDE DEFENDANT'S NAME ON CHECK OR MONEY ORDER *(Do Not send cash)*

ENCLOSE THIS COUPON TO INSURE PROPER and PROMPT APPLICATION OF PAYMENT