

Judge	_____
Mag.	_____
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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

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 U.S. DISTRICT COURT  
 SOUTHERN DIST. OHIO  
 WEST DIV. CINCINNATI  
 FILED  
 KENNETH J. MORPHY  
 CLERK

UNITED STATES OF AMERICA : CRIMINAL NO. 1-03-23  
 :  
 :  
 v. :  
 : PLEA AGREEMENT  
 :  
 DEBRA DOUGHERTY : HONORABLE SANDRA S. BECKWITH  
 :

The United States Attorney for the Southern District of Ohio and the defendant, Debra Dougherty, also called "the parties" herein, agree that:

1. The defendant will plead guilty to Count Two of the Indictment charging her with Bank Fraud, in violation of 18 U.S.C. § 1344. The maximum penalty for violation of 18 U.S.C. § 1344 is thirty years of imprisonment, five years of supervised release, a fine of \$1,000,000.00, a mandatory \$100.00 assessment, and restitution.

2. The defendant understands that this Agreement permitting a guilty plea to Count Two requires that the defendant abide by each term of this Agreement. The defendant understands that if the defendant makes any statement that is materially false in whole or in part or otherwise fails to comply with any term of this Agreement, the United States has the right to declare this Agreement void and to prosecute the defendant to the full extent of the law. If this Plea Agreement or the defendant's conviction upon her guilty plea is voided for any reason, the defendant waives any

statute of limitations with respect to the United States prosecuting her for any offense arising from her conduct in this case.

3. The defendant will give complete cooperation to law enforcement authorities and others regarding her activities and those of others in relation to the offense of conviction and other matters on the following terms and conditions:

(a) Ms. Dougherty shall cooperate fully, truthfully, completely and forthrightly with the United States Attorney's Office for the Southern District of Ohio and other Federal, state and local law enforcement authorities identified by this Office in any and all matters as to which the Government deems the cooperation relevant. Ms. Dougherty acknowledges that her cooperation may include, but will not necessarily be limited to: answering questions; providing sworn written statements; taking government administered polygraph examination(s); and participating in covert law enforcement activities. Any refusal by Ms. Dougherty to cooperate fully, truthfully, completely and forthrightly as directed by this Office and other Federal, state and local law enforcement authorities identified by this Office in any and all matters in which the Government deems her assistance relevant will constitute a breach of this agreement by Ms. Dougherty, and will relieve the Government of its obligations under this agreement or any other agreement (such as an agreement under Section 5K1.1 of the United States Sentencing Guideline) between the parties whether entered before or after this agreement. Ms. Dougherty agrees, however, that such breach by her will not constitute a basis for withdrawal of her plea of guilty or otherwise relieve her of her obligations under this agreement.

(b) Ms. Dougherty shall promptly turn over to the Government or other law enforcement authorities or direct such law enforcement authorities to any and all evidence of crime;

all contraband and proceeds of crime; and all assets traceable to such proceeds of crime. Ms. Dougherty agrees to the forfeiture of all assets which are proceeds of crime or traceable to such proceeds of crime and all instruments that she used to aid her in committing the crimes.

(c) Ms. Dougherty shall submit a full and complete accounting of all of her financial assets, whether such assets are in her name or in the name of a third party.

(d) Ms. Dougherty shall testify fully, completely and truthfully before any and all Grand Jury(ies) in the Southern District of Ohio, and elsewhere, and at any and all trials of cases or other court proceedings in the Southern District of Ohio and elsewhere, at which her testimony may be deemed relevant by the Government.

(e) Ms. Dougherty understands and acknowledges that nothing in this agreement allows her to commit any criminal violation of local, state or federal law during the period of her cooperation with law enforcement authorities or at any time prior to the sentencing in this case. The commission of a criminal offense during the period of Ms. Dougherty's cooperation or at any time prior to sentencing will constitute a breach of this plea agreement and will relieve the Government of all of its obligations under this agreement or under any other agreement between the parties (including any potential Section 5K1.1 of the Sentencing Guidelines and/or 18 U.S.C. § 3553(e) agreement). Ms. Dougherty acknowledges, however, and agrees that such a breach of this agreement will not entitle her to withdraw her plea of guilty or relieve her of her obligations under this agreement. Ms. Dougherty further understands that, to establish a breach of this agreement, the Government need only prove her commission of a criminal offense by a preponderance of the evidence.

(f) Finally, Ms. Dougherty's cooperation also includes making restitution in this matter in a schedule and amount to be determined by the Court.

4. In exchange for the defendant's plea of guilty and complete cooperation, the United States Attorney for the Southern District of Ohio agrees that, after sentence has been imposed on Count Two, he will dismiss Count One of the Indictment and will not file any additional charges against the defendant based on the defendant's conduct as described in the Indictment and Statement of Facts. This Agreement does not protect the defendant from prosecution for perjury, false statement, obstruction, or any other conduct after the date of this Agreement.

5. No promises have been made to the defendant that she will receive probation or that she will receive a lighter sentence on account of her plea of guilty.

6. The defendant understands that sentence will be imposed pursuant to the Sentencing Reform Act and the Sentencing Guidelines.

7. The parties hereby state, pursuant to Sentencing Guideline § 6B1.2(a), that the charge to which the defendant is pleading guilty adequately reflects the seriousness of the readily provable actual offense behavior and that the acceptance of the Agreement by the Court will not undermine the statutory purposes of sentencing.

8. The parties understand that they have the right to appeal any sentence for which appeal is authorized by 18 U.S.C. § 3742.

9. The defendant understands that the matter of sentence is reserved solely to the District Court and that the Court could impose the maximum penalty. No promises or representations have been made to the defendant as to what sentence the Court will impose.

10. The defendant agrees to pay the \$100.00 special assessment to the Clerk of the United States District Court no later than the date of her sentencing.

11. While no substantial assistance motion is currently being contemplated by the United States, and no such motion has even been discussed, the defendant understands the following: That only the United States Attorney, in its sole discretion, may apply for a downward departure from the Guideline sentence pursuant to Sentencing Guideline § 5K1.1 and that only the United States Attorney may, within one year of sentencing and at the sole discretion of the United States Attorney, file a motion for reduction of sentence pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure, to reflect substantial assistance to the United States subsequent to sentencing. The defendant understands that the determination of whether she has provided substantial assistance pursuant to Section 5K1.1 of the Sentencing Guidelines, Rule 35(b), or 18 U.S.C. § 3553(e), is within the sole discretion of the United States Attorney's Office for the Southern District of Ohio and is not reviewable by the Court. The defendant agrees that in the event the United States files such a motion, she will not contest the recommendation of the government as to the sentencing level and will not seek to go below the sentencing level recommended by the government. The defendant further understands that if the Government does not file a motion for downward departure the Court has no authority to grant a downward departure, under Section 5K1.1 of the Sentencing Guidelines, Rule 35(b) or 18 U.S.C. § 3553(e). In any event, the defendant agrees not to seek a downward departure, without Government motion, based on any assistance provided in the investigation(s) or prosecution(s) of another person(s) who has committed a federal, state, local or any other offense. The defendant agrees and acknowledges that if this Office chooses not to file a substantial assistance

departure motion it shall not be grounds for the defendant to move to withdraw her plea of guilty in this case or otherwise relieve her obligations under this agreement.

12. By signing this document, the defendant acknowledges the truth of the attached Statement of Facts.

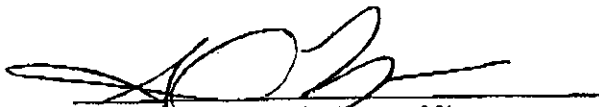
13. The United States agrees that it will recommend that the defendant be provided credit for acceptance of responsibility pursuant to Section 3E1.1 of the Sentencing Guidelines, based upon the defendant's recognition and affirmative and timely acceptance of personal responsibility. The United States, however, will not be required to make these sentencing recommendations if any of the following occurs: (1) defendant fails or refuses to make a full, accurate and complete disclosure to this office or the probation office of the circumstances surrounding the relevant offense conduct and her present financial condition; (2) defendant is found to have misrepresented facts to the government prior to entering her plea agreement; (3) defendant commits any misconduct after entering into this plea agreement, including, but not limited to, committing a state or federal offense, violating any term of release, or making a false statement or misrepresentation to any government entity or official; or (4) defendant fails to comply with any of the terms of this plea agreement.

14. The United States and the defendant have not stipulated or agreed as to a particular guidelines calculation. Additionally, there is no stipulation or recommendation about the defendant's criminal history. The defendant fully understands that, after investigation and review, the Court may determine that the offense factors and recommendations listed anywhere in this plea agreement are not appropriate and is not obligated to accept such. In that event, the defendant fully understands that she shall not have the right to withdraw her guilty plea.

15. In the event that the defendant does not plead guilty, the defendant agrees and understands that she thereby waives any protection afforded by Section 1B1.8(a) of the Sentencing Guidelines and rule 11(e)(6) of the Federal Rules of Criminal Procedure, and that any statements made by her as part of the plea discussions or as part of her cooperation with the government will be admissible against her without any limitation in any civil or criminal proceeding.

16. This written Agreement embodies all of the agreements and understandings between the United States Attorney for the Southern District of Ohio and the defendant. No conversations, discussions, understandings, or other documents extraneous to the Agreement shall be considered part of this Agreement.

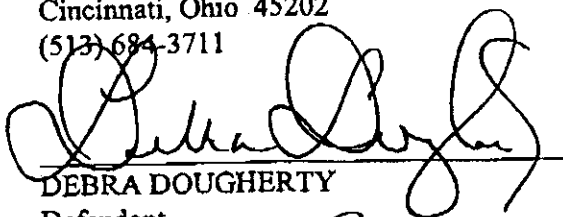
GREGORY G. LOCKHART  
United States Attorney



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6-5-03

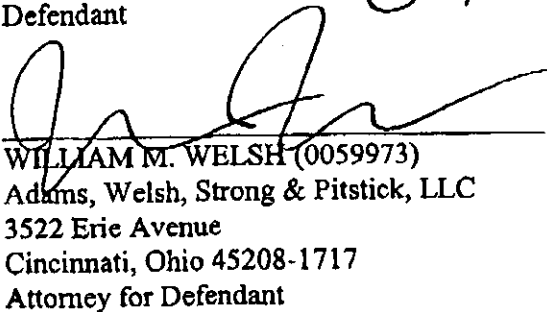
DATE:



DEBRA DOUGHERTY  
Defendant

6-4-03

DATE



WILLIAM M. WELSH (0059973)  
Adams, Welsh, Strong & Pitstick, LLC  
3522 Erie Avenue  
Cincinnati, Ohio 45208-1717  
Attorney for Defendant

6-11-03

DATE

## STATEMENT OF FACTS

### UNITED STATES v. DEBRA DOUGHERTY

Between January 9, 1984, and on April 8, 2002, the Defendant, Debra Dougherty, served as office secretary for the International Brotherhood of Electrical Workers, Local 648 ("Local 648"), which is located in the Southern District of Ohio.

#### **COPE Accounts**

Local 648, as a union, collected funds for political purposes. One of these funds, the Committee on Political Education Fund ("the COPE Fund"), had two means of raising money: (1) a raffle and (2) voluntary union member contributions. The raffle proceeds were held at Fifth Third Bank (Account # 729-14071) ("Fifth Third COPE Account"). The contribution proceeds were held at Star Bank, a/k/a Firststar Bank and n/k/a U.S. Bank, (Account # 0829-1284) ("Star Bank COPE Account").

As office secretary, the defendant, was responsible for collecting, depositing, and disbursing all money for the Fifth Third COPE Account. All proceeds were deposited in the Star Bank COPE Account via direct deposit. The defendant, however, was responsible for disbursing money from the Star Bank COPE Account.

The proper method to disburse money from either of the COPE Accounts was by check. Each check had to have two signatures. While Local 648 did have signature stamps, Local 648 required that every check have at least one original signature.



### **Unauthorized Checks from COPE Accounts**

Between April 10, 1999, and June 21, 2000, the defendant, issued checks to herself in the total amount of \$6,750.00 . She accomplished this by stamping one name on the check and forging the other.

### **Thefts of Cash from COPE Accounts**

Between April 14, 1998, and April 8, 2002, the defendant stole \$32,614.84 in cash from the COPE Accounts. She did this by (1) not depositing cash that was collected and (2) making split-deposits, that is, receiving as cash in hand part of the amount of a deposited check.

### **Money Order from Star Bank COPE Account**

On January 24, 2001, the defendant forged a check (#1257) from Local 648 to Firststar Bank in the amount of \$1,680.00. She used check #1257 to obtain an "Official Check" from Firststar to Hilvers Catering.

### **Theft of General Union Funds**

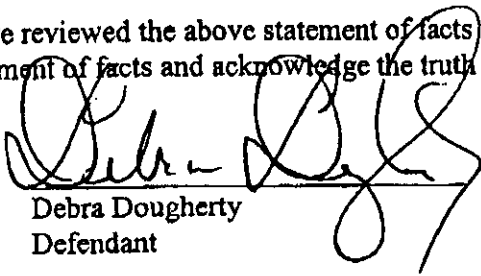
On May 2, 2001, the defendant took a check that Local 648 issued for payment on its VISA account. She used some of the proceeds underlying that check to make the VISA payment, but used \$785.11 to obtain a "Money Order" payable to Terry Dougherty, who is the defendant's husband.

### **Unauthorized Use of Local 648's VISA Credit Card**

Local 648 had a VISA Credit Card Account that was issued through Star Bank. That credit card was only to be used for Local 648 business purposes. Between December 6, 1996, and November 23, 1998, however, the defendant used the VISA Credit Card for personal expenses in the amount of \$7,030.40. None of these expenditures were authorized by Local 648.

In short, between December 6, 1996 and November 23, 1998, in the Southern District of Ohio and elsewhere, the defendant, **Debra Dougherty**, knowingly executed and attempted to execute a scheme and artifice to defraud and to obtain by means of false and fraudulent pretenses, representations, and promises moneys, funds, credits, assets, securities, and other property owned by and under the control of U.S. Bank, f/k/a Firststar Bank and Star Bank, the deposits of which were at all relevant times insured by the Federal Deposit Insurance Corporation, in that the defendant used Local 648's Star Bank Visa Credit Card for her own personal use to make purchases in the amount of \$7,030.40, when she knew that Local 648's Star Bank Visa Credit Card was only supposed to be used for business purposes.

I have reviewed the above statement of facts with my attorney. I agree to the accuracy of the statement of facts and acknowledge the truth of the statement of facts as detailed above.

  
Debra Dougherty  
Defendant

6-05-03  
DATE