FILED
DES MOINES, IOWA
03 JAN 16 PM 2:23
SOUTHERN DISTRICT OF IA

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	Criminal No. 02-256
	)	
v.	)	
	)	PLEA AGREEMENT
CLYDE HOWARD STARKEY	)	
	)	
Defendant.	)	

IT IS HEREBY AGREED by and between the United States of America, and the defendant, Clyde Howard Starkey, and the respective counsel, as follows:

A. CHARGES

1. Subject Offense. Defendant will plead guilty to Count 1 of the Indictment charging him with conspiracy to embezzle from a labor union, a violation of Title 18, United States Code, Section 371.

2. No Further Prosecution. The Government agrees that the defendant will not be charged in the Southern District of Iowa with any other federal criminal offense under Titles 18 or 29 of the United States Code, arising from or directly relating to this investigation, except for any crimes of violence. This paragraph and this plea agreement do not apply to any criminal act occurring after the date of this plea agreement.

B. CONSEQUENCES OF PLEA

3. Maximum Punishment. Count 1 is punishable by a term of imprisonment of not more than five (5) years, a fine of not more than $250,000.00, or both. A term of supervised release of at least two (2) years but not more than three (3) years may be imposed by the sentencing Court.

Defendant will be required to make restitution and will be required to pay a special assessment of $100.00 to the Crime Victim Fund.

C. SENTENCING CONSIDERATIONS

4. No Promises. The Government makes no representations or promises as to the sentence to be imposed, as this is solely within the District Court's discretion. Although the parties may have discussed the possibilities of various factors impacting on the sentence and the possibility of a certain sentencing range, the parties agree that no discussion resulted in any express or implied promise or guarantee concerning the actual sentence to be imposed.

5. No Right to Withdraw Plea. The parties agree that this plea agreement is made and entered into pursuant to Federal Rule of Criminal Procedure 11(e)(1)(B), which means that the Court is not bound to accept the parties' recommendations as to sentencing and if the Court imposes a sentence more severe than either of the parties advocate, defendant will not be able to withdraw his plea of guilty. The parties also understand that the Court may defer its decision to accept the plea until there has been an opportunity to review the presentence investigation report.

6. Sentencing Recommendations. At time of sentencing, the Government will make no recommendation as to what sentence within the applicable range of the Federal Sentencing Guidelines ought to be imposed; however, the Government reserves its right to:

(a) insure that the facts are correctly presented;

(b) argue for a particular guideline computation; and,

(c) oppose departure below the applicable guideline range.

7. Evidence at Sentencing. The parties are free to provide all relevant information to the

U.S. Probation Office for use in preparing a presentence investigation report. The parties also agree that they may present evidence by way of telephone or deposition transcript at the sentencing hearing.

8. Fines/Costs. Issues relating to fines and/or costs of incarceration are not dealt with in this agreement, and the parties are free to espouse their respective positions at sentencing.

9. Special Assessment. The defendant agrees to pay to the United States a special assessment of $100.00, as required by Title 18, United States Code, § 3013. The defendant agrees to make such payment by cash, cashiers check or money order payable to "Clerk, U.S. District Court", to the U.S. Attorney's Office within two weeks (14 days) from the execution of this agreement.

10. Restitution. The defendant agrees to make full restitution to the victim of his crime, Laborers AFL-CIO Local 177, in the approximate amount of $28,905.00. A plan of restitution shall be formulated with the United States Probation Office and shall be approved by the Court. This restitution obligation is joint and several with the restitution obligation of defendant Fred Risius.

D. COOPERATION

11. Full Cooperation. The defendant agrees to fully cooperate with the Government in its investigation within the Southern District of Iowa and elsewhere, and will provide complete and truthful information to the attorneys and law enforcement officers of the Government, any federal grand jury, and any Court. The defendant will answer all questions concerning any criminal matters of which defendant has knowledge, and defendant will not withhold any

information. The defendant will neither attempt to protect any person or entity through false information or omission, nor falsely implicate any person or entity.

12. Debriefing Statements - Limitation of Usage. Pursuant to U.S. Sentencing Guideline Section 1B1.8, the Government agrees not to use any self-incriminating information provided by the defendant in any further debriefing against the defendant. The foregoing shall not be applied to restrict the use of such information:

(a) known to the Government prior to entering into the plea agreement;

(b) concerning the existence of prior convictions and sentences in determining the defendant's criminal history category and whether he is a career offender;

(c) in a prosecution for perjury or giving a false statement;

(d) in the event the defendant breaches this plea agreement; or

(e) in determining whether, or to what extent, a downward departure from the guidelines is warranted pursuant to a Government motion under § 5K1.1.

13. Polygraph Examination. If a dispute develops concerning whether the defendant is telling the truth regarding any matter, the Government, at its expense, may have the defendant submit to a polygraph examination.

14. Truthful Testimony. The Government insists upon the defendant telling the truth at all times, whether it be during this investigation or as a witness at trial, and regardless of who asks the questions (the prosecutor, the law enforcement agent, the judge, or the defense attorney). In the event the defendant should be called as a witness, the defendant's failure to provide truthful testimony will render this agreement voidable at the sole election of the Government, and

will subject the defendant to a prosecution for perjury which is punishable by a fine of not more than $250,000.00, a term of imprisonment of not more than five years, or both such fine and imprisonment.

15. Financial Statement. The defendant agrees to fully and truthfully complete a financial statement, and provide the Government with any information or documentation in the defendant's possession or control regarding the defendant's financial affairs. Failure to truthfully complete the financial statement form in its entirety, or failure to submit to a financial examination when requested, will constitute a breach of this agreement, and may, in the sole discretion of the Government, result in the revocation of this plea agreement and the institution or reinstatement of other criminal charges against the defendant.

E. SUBSTANTIAL ASSISTANCE

16. United States Attorney Motion. At the sole discretion of the United States Attorney, and upon motion of the United States Attorney stating that the defendant has provided substantial assistance in the investigation or prosecution of another person who has committed an offense, the Court may depart from the guidelines.

17. Amount of Reduction. The appropriate reduction, if any, shall be determined by the Court for reasons stated that may include, but are not limited to the following:

(a) the Court's evaluation of the significance and usefulness of the defendant's assistance, taking into consideration the Government's evaluation of the assistance rendered;

(b) the truthfulness, completeness, and reliability of any information or testimony provided by the defendant;

(c) the nature and extent of the defendant's assistance;

(d) any injury suffered, or any danger or risk of injury to the defendant or his family resulting from defendant's assistance; and

(e) the timeliness of the defendant's assistance.

F. ACCEPTANCE OF RESPONSIBILITY

18. At time of sentencing, provided that the defendant complies with all the terms of this plea agreement and does not attempt to frivolously deny any material facts, the Government will recommend to the Court that defendant receive a two-level reduction for acceptance of responsibility pursuant to Federal Sentencing Guideline § 3E1.1(a). However, in the event that the Government is presented with information which indicates that defendant has willfully obstructed or impeded proceedings as defined in Federal Sentencing Guideline § 3C1.1, the Government reserves the right to withdraw any recommendation that defendant receive a two-level reduction for acceptance of responsibility and reserves the right to argue for a two-level increase for obstruction of justice pursuant to Federal Sentencing Guideline § 3C1.1.

G. LIMITED WAIVER OF APPEAL AND § 2255

19. Limited Waiver of Appeal Rights. The defendant hereby knowingly and expressly waives any and all rights to appeal defendant's conviction in this case, including a waiver of all motions, defenses and objections which defendant could assert to the charges or to the Court's entry of Judgment against the defendant, and any and all issues inhering therein, **except** for the following:

a) The right to timely challenge defendant's conviction and the sentence

should the Eighth Circuit Court of Appeals or the United States Supreme Court later find that the substantive basis of defendant's plea of guilty and resulting conviction fails to state a crime upon which defendant could be convicted.

b) Any issue solely involving a matter of law brought to the Court's attention at the time of sentencing, in which the Court agrees further review is needed.

c) Review pursuant to 18 U.S.C. § 3742 of any sentence imposed in connection with the conviction resulting from this agreement.

20. Limited Waiver of Post-Conviction Review. The defendant further knowingly and expressly waives any and all rights to contest his conviction of the subject charges in any post-conviction proceedings, including any proceedings under Title 28, U.S.C. § 2255, **subject to the exceptions set forth in the preceding paragraph and the following:**

> The right to seek post-conviction relief based on grounds of ineffective assistance of counsel and/or prosecutorial misconduct, if the grounds for such a claim are not known to the defendant, or not reasonably knowable by the defendant, at the time the defendant enters a plea ~~agreement~~ pursuant to this plea agreement.

M.A. J. Zerr PS

21. Effect of Filing an Appeal or Post Conviction Motion. It is a material breach of this plea agreement to file a petition for post-conviction review of the sentence of conviction or to file any notice of appeal or other collateral attack to contest the conviction or sentence in this case for any reason other than for the exceptions set forth in the preceding two numbered paragraphs. If the defendant violates this paragraph, the United States Attorney is relieved of any obligation to file any motion to reduce defendant's sentence by reason of any substantial assistance to the United States, even if the United States Attorney, in his sole discretion, does not move to revoke this plea agreement.

H. GENERAL MATTERS

22. Voluntariness of Plea. The defendant acknowledges that he is entering into this plea agreement and is pleading guilty because he is guilty. He further acknowledges that he is entering into this agreement without reliance upon any discussions between the Government and himself (other than those described in this plea agreement), without promise of benefit of any kind (other than those described in this plea agreement), and without threats, force, intimidation, or coercion of any kind. He further acknowledges that he understands the nature of the offense to which he is pleading guilty, including the penalties provided by law.

23. Limited Scope of Agreement. This agreement does not preclude the Government from pursuing any civil or administrative matters against the defendant, including, but not limited to, civil tax matters and civil forfeiture which arise from, or are related to, the facts upon which this investigation is based.

24. Entire Agreement. This plea agreement, and any attachments, constitute the entire agreement between the parties. No other promises of any kind, express or implied, have been made to the defendant by the Government or by its agents.

25. Factual Stipulations. The parties agree that the Stipulation of Facts attached hereto and by this reference incorporated herein as Attachment "A", furnishes a factual basis for this plea and should be used by the Court in determining the appropriate sentence.

26. Public Interest. The Government and defendant state that this plea agreement is in the public interest and takes into account the benefit to the public of a prompt and certain

disposition of the case and furnishes adequate protection to the public interest, is in keeping with the gravity of the offense and the promotion of respect for the law.

27. Execution/Effective Date. This plea agreement does not become valid and binding until executed by each of the individuals (or their designated representatives) shown below. The undersigned hereby accept and agree to the terms and conditions set forth in this plea agreement.

1/14/03
Date

Steven M. Colloton
United States Attorney

By: Mary C. Luxa SPO
Mary C. Luxa
Assistant United States Attorney
U.S. Courthouse Annex, 2nd Floor
110 E. Court Avenue
Des Moines, Iowa 50309
Tel: (515) 284-6279
Fax: (515) 284-6281
Email: mary.luxa@usdoj.gov

1/13/03
Date

James Whalen
Assistant Federal Defender
The Plaza, Suite 295
300 Walnut
Des Moines, Iowa 50309
Tel: (515) 246-1761
Fax: (515) 246-1862
Attorney for Defendant

1-13-03
Date

Clyde Howard Starkey
Clyde Howard Starkey
Defendant

STIPULATION OF FACTS
Attachment A

1. At all times material, Laborers AFL-CIO Local 177 was a labor organization in an industry affecting commerce, headquartered in Des Moines, Iowa.

2. At all times material, Fred T. Risius was an officer of Local 177, holding the positions of Business Manager and Secretary/Treasurer.

3. In December, 1999, Risius approached defendant Starkey, a Local 177 member, asking Starkey to cash checks drawn on the Local's account in return for a share of the proceeds.

4. Between December 7, 1999 and January 19, 2000, Risius signed checks written off of the Local's building maintenance account totaling $28,405.00, made payable to "Starkey Construction."

5. Starkey cashed these checks, keeping 40% of the proceeds and giving 60% to Risius.

6. Starkey did not provide the Local with any labor or materials equal to the amount of the checks.

7. The checks written to "Starkey Construction", in the amount of $28,405.00, were not written for any legitimate union purpose.

8. On July 5, 2001, Risius signed a check for $500.00, payable to Clyde Starkey, off of the Local's strike fund account. Starkey did not walk any picket line to warrant the check. Starkey cashed the check, with he and Risius splitting the proceeds. This check was not written for any legitimate union purpose.

9. Starkey conspired and agreed with Risius to embezzle approximately $28,905.00 from Local 177.

I certify that the above facts are true and correct.

1-13-03
Date

Clyde Howard Starkey
Clyde Howard Starkey
Defendant

1/13/03
Date

James Whalen
James Whalen
Assistant Federal Defender

1/14/03
Date

Mary C. Luxa
Mary C. Luxa
Assistant United States Attorney
SPO

United States District Court

SOUTHERN DISTRICT OF IOWA

FILED
03 MAY -9 PM 3:11
SOUTHERN DISTRICT OF IA

UNITED STATES OF AMERICA

V.

Clyde Howard Starkey

JUDGMENT IN A CRIMINAL CASE

(For Offenses Committed on or After 11/1/87)

Case Number: 02-256

James Whalen

Defendant's Attorney

ST. LOUIS, MO
RECEIVED
MAY 1 . 2003
DEPARTMENT OF LABOR
OLMS

THE DEFENDANT:

[X] pleaded guilty to count(s) one.
[ ] pleaded nolo contendere to count(s) .
[ ] was found guilty on count(s) After a plea of not guilty.

Title and Section	Nature of Offense	Date Offense Concluded	Count Number(s)
T.18:371 & T.29:501(c)	Conspiracy to Embezzle from a Labor Union	1/1/01	One

The defendant is sentenced as provided in pages 2 through 8 of this Judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

[ ] The defendant has been found not guilty on count(s) .
[ ] Count(s) Is/are dismissed on the motion of the United States.

REMINDER:
ADVISE DEFENDANT OF ANY RIGHTS TO APPEAL

It is further ordered that the defendant shall notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this Judgment are fully paid.

Defendant's Soc. Sec. No.:

Defendant's Date of Birth: 03/09/65

Defendant's USM Number: 06731-030

Defendant's Mail Address:
U.S. Marshals Service

Defendant's Residence Address:
U.S. Marshals Service

May 9, 2003
Date of Imposition of Judgment:

James E. Gritzner
Signature of Judicial Officer

James E. Gritzner, U.S. District Judge
Name and Title of Judicial Officer

5/9/03
Date

I DO HEREBY CERTIFY THAT THIS IS A TRUE AND FULL COPY OF THE ORIGINAL CERTIFIED: 5-9-03
JAMES R. ROSENBAUM
CLERK, U.S. DISTRICT COURT
BY [signature]
DEPUTY CLERK

Cpys. to: Counsel, USA, USM, USPO

Defendant: Clyde Howard Starkey
Case Number: 02-256

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of 6 months, to be served concurrently with the defendant's undischarged term of imprisonment previously imposed by the Iowa District Court for Polk County in Case Number FECR154035.

[ ] The Court makes the following recommendations to the Bureau of Prisons:

[x] The defendant is remanded to the custody of the United States Marshal.
[ ] The defendant shall surrender to the United States Marshal for this district,

[ ] at A.m./p.m. on .

[ ] as notified by the United States Marshal.

[ ] The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons,

[ ] before 2:00 p.m. on .

[ ] as notified by the United States Marshal.
[ ] as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this Judgment as follows:

_____

_____

_____

_____

Defendant delivered on _____ to _____
at_____, with a certified copy of this Judgment.

_____
United States Marshal

By: _____
Deputy U. S. Marshal

Defendant: Clyde Howard Starkey
Case Number: 02-256

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of 3 years.

The defendant shall report to the Probation Office in the District to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another Federal, State or local crime.

The defendant shall not illegally possess a controlled substance.

For offenses committed on or after September 13, 1994:

The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as directed by the Probation Officer

[ ] The above drug testing condition is suspended based on the Court's determination that the defendant poses a low risk of future substance abuse. (Check if applicable)

[x] The defendant shall not possess a firearm as defined in 18 U.S.C. §921. (Check if applicable).

If this judgment imposes a fine or restitution obligation, it shall be a condition of supervised release that the defendant pay any such fine or restitution that remains unpaid at the commencement of the term of supervised release in accordance with the Schedule of Payments set forth in the Criminal Monetary Penalties sheet of this judgment.

The defendant shall comply with the standard conditions that have been adopted by this Court (set forth below). The defendant shall also comply with the additional conditions on the attached page. (If indicated below).

See Special Conditions of Supervision-Page

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without permission of the court or probation officer;
2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;
3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
4) the defendant shall support his or her dependents and meet other family responsibilities;
5) the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
6) the defendant shall notify the probation officer ten days prior to any change in residence or employment;
7) the defendant shall refrain from excessive use of alcohol;
8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
9) the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;
11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notification and to confirm the defendant's compliance with such notification requirement;

Defendant: Clyde Howard Starkey
Case Number: 02-256

SPECIAL CONDITIONS OF SUPERVISED RELEASE

Restitution in the amount of $28,905.00 is ordered. You shall cooperate with the Probation Officer in developing a monthly payment plan consistent with a schedule of allowable expenses provided by the Probation Office. You shall provide the Probation Office access to any financial records including income tax returns, and checking accounts. You shall not enter into any financial agreement, incur new credit charges, open additional lines of credit, or checking account, or make any purchases in excess of $300 without approval of the U. S. Probation Officer. You may be required to participate in an IRS offset program which may include the garnishment of wages, or seizure of all or part of any income tax refund to be applied toward the restitution balance.

You shall participate in a program of testing and treatment for substance abuse, as directed by the Probation Officer, until such time as you are released from the program by the Probation Office. You shall not use alcohol and/or other intoxicants during and after the course of treatment.

You shall submit to a mental health evaluation and participate in treatment, if recommended, which may include compliance with any medical regime recommended by treatment personnel, as directed by the Probation Officer.

Defendant: Clyde Howard Starkey
Case Number: 02-256

CRIMINAL MONETARY PENALTIES

The defendant shall pay the following total criminal monetary penalties in accordance with the schedule of payments set forth on Sheet 5, Part B.

	ASSESSMENT	FINE	RESTITUTION
Totals:	$100.00		$28,905.00

[ ] If applicable, restitution amount ordered pursuant to plea agreement..... $

FINE

The above fine includes cost of incarceration and/or supervision in the amount of $

The defendant shall pay interest on any fine of more than $2,500, unless the fine is paid in full before the fifteenth day after the date of judgment, pursuant to 18 U.S.C. §3612(f). All of the payment options on Sheet 5, Part B may be subject to penalties for default and delinquency pursuant to 18 U.S.C. §3612(g).

[ ] The Court has determined that the defendant does not have the ability to pay interest and it is ordered that:

[ ] The interest requirement is waived.
[ ] The interest requirement is modified as follows:

RESTITUTION

[ ] The determination of restitution is deferred until . An Amended Judgment in a Criminal Case will be entered after such a determination.

[x] The defendant shall make restitution to the following payees in the amounts listed below:

If the defendant makes a partial payment, each payee shall receive an approximately proportional payment unless specified otherwise in the priority order or percentage payment column below.

NAME AND ADDRESS OF PAYEE	*TOTAL AMOUNT OF LOSS	AMOUNT OF RESTITUTION ORDERED	PRIORITY ORDER OR PERCENTAGE OF PAYMENT
Laborers Local 177 ATTN: Leonard Leo 2121 Delaware Des Moines, IA 50317	$28,905.00	$28,905.00	100%
TOTALS	$28,905.00	$28,905.00	

*Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994 but before April 23, 1996.

Defendant: Clyde Howard Starkey
Case Number: 02-256

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties shall be due as follows:

A [x] Lump sum payment of $ _100.00__ due immediately, balance due

[ ] not later than _____, or
[x] in accordance with [ ]C, [ ]D, or [x]E below; or

B [ ] Payment to begin immediately, (may be combined with [ ]C, [ ]D, or [ ]E below); or

C [ ] Payment in _____ (e.g., equal weekly, monthly, quarterly) installments of $_____ over a period of _____(e.g., months or years), to commence _____ (e.g., 30 or 60 days) after the date of this judgment; or

D [ ] Payment in _____ (e.g., equal, weekly, monthly, quarterly) installments of $_____ over a period of _____ (e.g., months or years), to commence _____ (e.g., 30 or 60 days) after release from imprisonment to a term of supervised release; or

E [x] Special instructions regarding the payment of criminal monetary penalties:

While incarcerated, you shall pay $20 per month.

Nothing in this judgment shall be construed as a limitation on the authority of the United States to apply to the Court for a writ of execution or a writ of garnishment subject to the approval of the Court in accordance with the Federal Debt Collection Procedure Act, 28. U.S.C. §§3011, et seq., or applicable State law, during the time period that the defendant is incarcerated or under supervision pursuant to this judgment. (See, 18. U.S.C. §3664(m).

Nothing in this judgment shall be construed as a limitation or restriction on the authority of the Bureau of Prisons to require additional payments as a condition for an assignment or for participation in any program.

Unless the Court has expressly ordered otherwise, in the special instruction above, if this judgment imposes a period of imprisonment, payment of criminal monetary penalties shall be due during the period of imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the Clerk of the Court, unless otherwise directed by the Court, the Probation Officer, or the United States Attorney. The defendant will receive credit for all payments previously made toward any criminal monetary penalties imposed.

[x] Joint and Several

Defendant Name, Case Number and Joint and Several Amount:

The defendant shall pay the total restitution of $28,905.00 joint and severally with Fred Risius (Cr. No. 02-160).

[ ] The defendant shall pay the cost of prosecution.

[ ] The defendant shall pay the following court cost(s):

[ ] The defendant shall forfeit the defendant's interest in the following property to the United States:

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) community restitution, (6) fine interest, (7) penalties, (8) costs, including cost of prosecution and other Court costs.

FILED
DES MOINES, IOWA
03 MAY -9 PM 1:21
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF IA

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

Date: 5-09-03
In Session at: 11:15
Recessed at: 11:40

CLERK'S COURT MINUTES–SENTENCING

PRESIDING: HONORABLE JAMES E. GRITZNER JUDGE
Attorney(s) for Government: Mary Luxa
Attorney(s) for Defendant: James Whalen
CRIMINAL NO. 02-256 : Court Reporter: Terri Martin

INDICTMENT in 5 Counts: Ct. 1
18:371

UNITED STATES OF AMERICA,

vs.

DATE OF PLEA: 1-16-2003

CLYDE HOWARD STARKEY

MINUTES: Deft present w/ counsel. Counsel address sentencing issues. Defendant is sentenced by the Court. Defendant is advised of his right to appeal. Defendant to remain in custody.

JUDGMENT: Defendant is sentenced to the custody of the BOP for a term of 6 months. This term of imprisonment shall be served concurrently with the Defendant's undischarged term of imprisonment previously imposed by the Iowa District Court for Polk County in Case Number FECR 154035. Upon release, Defendant shall serve a supervised release term of 3 years.

ORDERED, Restitution: $28,905.00
ORDERED, Crime Victims Fund Assessment: $100
ORDERED, Commitment Withheld until:
COUNTS DISMISSED: Government Motion
BOND previously set $_____, APPEAL BOND set $_____
~~Bond continued~~/ Defendant Committed

Deputy Clerk