

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

JUL 27 1968

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UNITED STATES OF AMERICA :

U.S. DISTRICT COURT  
SOUTHERN DIST. OHIO  
EAST. DIV. COLUMBUS

vs. :

NO. **2:07 cr 165**  
JUDGE

WILLIAM J. PAGANO :

**JUDGE MARBLEY**

PLEA AGREEMENT

Plaintiff United States of America and Defendant  
WILLIAM J. PAGANO hereby enter into the following Plea Agreement  
pursuant to Rule 11(c) of the Federal Rules of Criminal  
Procedure:

1. Defendant WILLIAM J. PAGANO will enter a plea of  
guilty to Count 1 of the Information filed herein which charges  
him with embezzlement of labor union funds, in violation of 29  
U.S.C. §501(c).

2. Defendant WILLIAM J. PAGANO understands that the  
maximum penalty that may be imposed pursuant to his plea of  
guilty to Count 1 is a term of imprisonment of 5 years, a fine of  
\$10,000.00, and 1 year of supervised release.

3. Prior to or at the time the defendant is  
sentenced, the defendant will pay a special assessment of \$100.00  
as required in 18 U.S.C. §3013. This assessment shall be paid by  
the defendant before sentence is imposed and defendant will

furnish a receipt at the time of sentencing. The payments shall be made to the United States District Court, at the Clerk's Office, 85 Marconi Blvd., Columbus, Ohio 43215.

4. Defendant WILLIAM J. PAGANO agrees to testify truthfully and completely concerning all matters pertaining to the Information filed herein and to any and all other embezzlement activities in which he may have been involved or as to which he may have knowledge. Defendant further agrees to provide a complete statement to authorities of the United States concerning such matters prior to the entry of his guilty plea pursuant to this agreement. Defendant agrees to submit to supplemental debriefings on such matters whenever requested by authorities of the United States, whether before or after his plea is entered.

Pursuant to §1B1.8 of the Federal Sentencing Guidelines, the government agrees that any self-incriminating information so provided will not be used against the defendant in determining the applicable guideline range for sentencing, or as a basis for upward departure from the guideline range.

5. The defendant WILLIAM J. PAGANO agrees to make restitution to the National Association of Letter Carriers, Branch 78, Columbus, Ohio 43223.

6. If such plea of guilty is entered, and not withdrawn, and Defendant WILLIAM J. PAGANO acts in accordance

with all other terms of this agreement, the United States Attorney for the Southern District of Ohio agrees not to file additional charges against Defendant WILLIAM J. PAGANO based on his embezzlement charged in the Information or based on other fraud activities in the Southern District of Ohio occurring prior to the date of the Information and as to which Defendant gives testimony or makes statements pursuant to this agreement.

7. Defendant WILLIAM J. PAGANO is aware that, in light of *United States v. Booker*, 125 S.Ct. 738 (2005), the United States Sentencing Guidelines are advisory and are no longer mandatory. The defendant is aware that the Court has jurisdiction and authority to impose any sentence within the statutory maximum set forth for the offense to which the defendant pleads guilty. The defendant is aware that the Court has not yet determined a sentence. Defendant WILLIAM J. PAGANO is also aware that any estimate of the probable sentencing range under the sentencing guidelines that he may have received from the defendant's counsel, the United States, or the probation office, is a prediction, not a promise, and is not binding on the United States, the probation office, or the Court. The United States makes no promise or representation concerning what sentence the defendant will receive and the defendant cannot withdraw a guilty plea based upon the actual sentence.

8. The parties agree that pursuant to U.S.S.G.

§3E1.1, at the time of his plea, the defendant WILLIAM J. PAGANO has accepted responsibility for this offense and that he is entitled to a 2-level reduction in the base offense level under the sentencing guidelines. At the time of sentencing the United States will not object to this same determination provided that defendant's conduct has continued to demonstrate compliance with the terms of U.S.S.G. §3E1.1. The parties further understand that this agreement is not binding on the Court and the final determination concerning the defendant's acceptance of responsibility rests with the Court.

9. Defendant WILLIAM J. PAGANO understands that this agreement does not protect him from prosecution for perjury, should he testify untruthfully, or for making false statements, nor does it protect him from prosecution for other crimes or offenses which the United States discovers by independent investigation. Further, should Defendant WILLIAM J. PAGANO fail to comply fully with the terms and conditions set forth herein, or should he fail to appear as required for sentencing, this agreement is voidable at the election of the government, in which case Defendant WILLIAM J. PAGANO shall be subject to prosecution as if the agreement had never been made.

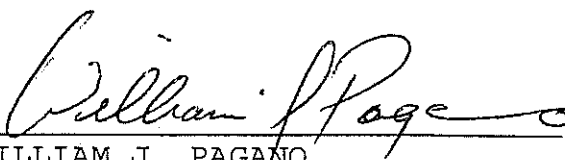
10. It is agreed that if the Court refuses to accept any provision of this Plea Agreement neither party is bound by any of its provisions, Defendant WILLIAM J. PAGANO may withdraw


his guilty plea, and the United States Attorney for the Southern District of Ohio may proceed with prosecution pursuant to the Information without prejudice.

11. By virtue of the defendant pleading guilty to Count 1 of the Information the defendant understands that he is not a prevailing party as defined by 18 U.S.C. §3006A and hereby expressly waives his right to sue the United States.

12. No additional promises, agreements, or conditions have been made relative to this matter other than those expressly set forth herein, and none will be made unless in writing and signed by all parties.

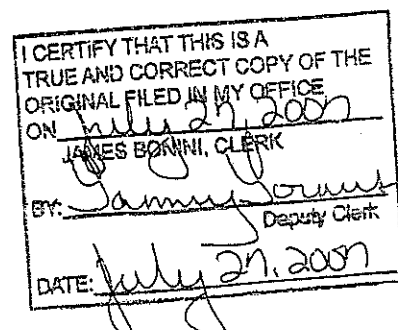
July 23, 2007  
Date

  
WILLIAM J. PAGANO  
Defendant

  
ALAN J. PFEUFFER  
Attorney for Defendant Pagano

GREGORY G. LOCKHART  
United States Attorney

  
BRENDA S. SHOEMAKER  
Assistant United States Attorney



IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

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UNITED STATES OF AMERICA :

NO.

2:07 cr 185

29 U.S.C. §501(c)

v. :

JUDGE MARBLEY

WILLIAM J. PAGANO :

I N F O R M A T I O N

THE UNITED STATES ATTORNEY CHARGES THAT:

COUNT 1

1. At all times hereinafter mentioned and within the meaning of Sections 3(i) and 3(j) of the Labor-Management Reporting and Disclosure Act of 1959, 29 U.S.C. §402(i) and §402(j), hereinafter referred to as the Act:

(a) National Association of Letter Carriers, "NALC", Branch 78, is a labor organization representing employees in an industry affecting interstate commerce in Columbus, Ohio.

(b) At all times relevant herein, the defendant, WILLIAM J. PAGANO, was the Secretary-Treasurer, National Association of Letter Carriers, Branch 78, and as such was an officer and an employee of a labor organization within the meaning of sections 3(f) and 3(n) of the Act [29 U.S.C. §§402(f) and (n)].

2. From on or about February 25, 2000, to on or about

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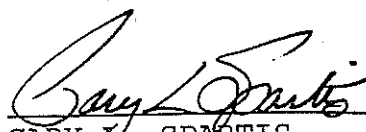
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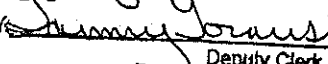
December 5, 2006, in the Southern District of Ohio, the defendant, WILLIAM J. PAGANO, while an officer, that is, Secretary-Treasurer, National Association of Letter Carriers, Branch 78, a labor organization in an industry affecting commerce, did willfully and knowingly embezzle and convert to his own use the moneys and funds of said labor organization in the approximate amount of \$66,759.18

In violation of 29 U.S.C. §501(c).

GREGORY G. LOCKHART  
UNITED STATES ATTORNEY



GARY V. SPARTIS  
DEPUTY CRIMINAL CHIEF

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN MY OFFICE	
ON	July 27, 2007
JAMES BONINI, CLERK	
BY:	 Deputy Clerk
DATE:	July 27, 2007