

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

UNITED STATES OF AMERICA §
 §
v. § No. 3:12-CR-003-P
 § ECF
SAMUEL GEORGE HURD, III (01) §

PLEA AGREEMENT

The defendant, Samuel George Hurd, III, the defendant's attorneys, Michael McCrum and Jay Ethington, and the United States of America (the government), agree as follows:

1. **Rights of the defendant:** Hurd understands that he has the right:
 - a. to plead not guilty;
 - b. to have a trial by jury;
 - c. to have his guilt proven beyond a reasonable doubt;
 - d. to confront and cross-examine witnesses and to call witnesses in his defense; and
 - e. against compelled self-incrimination.

2. **Waiver of rights and plea of guilty:** Hurd waives these rights and pleads guilty to the following offense alleged in Count One of the Superseding Indictment, charging a violation of 21 U.S.C. § 846, that is, conspiracy to possess with intent to distribute 5 kilograms or more of cocaine, a Schedule II controlled substance. Hurd

understands the nature and elements of the crime to which he is pleading guilty, and agrees that the factual resume he has signed is true and will be submitted as evidence.

3. **Sentence:** The minimum and maximum penalties the Court can impose for Count One include:

- a. imprisonment for a period not less than 10 years or more than life;
- b. a fine not to exceed \$10,000,000;
- c. a mandatory term of supervised release of at least 5 years, which must follow any term of imprisonment. If Hurd violates the conditions of supervised release, he could be imprisoned for the entire term of supervised release;
- d. a mandatory special assessment of \$100;
- e. restitution to victims or to the community, which is mandatory under the law, and which Hurd agrees may include restitution arising from all relevant conduct, not limited to that arising from the offense of conviction alone; and
- f. costs of incarceration and supervision; and
- g. forfeiture of property.

4. **Court's sentencing discretion and role of the Guidelines:** Hurd understands that the sentence in this case will be imposed by the Court after consideration of the United States Sentencing Guidelines. The guidelines are not binding on the Court, but are advisory only. Hurd has reviewed the guidelines with his attorney, but understands no one can predict with certainty the outcome of the Court's consideration of the guidelines in this case. Hurd will not be allowed to withdraw his plea if his sentence is

higher than expected. Hurd fully understands that the actual sentence imposed (so long as it is within the statutory maximum) is solely in the discretion of the Court.

5. **Mandatory special assessment:** Hurd agrees to pay to the U.S. District Clerk the amount of \$100, in satisfaction of the mandatory special assessment in this case.

6. **Defendant's cooperation:** Hurd shall give complete and truthful information and/or testimony concerning his participation in the offense of conviction. Upon demand, Hurd shall submit a personal financial statement under oath and submit to interviews by the government and the U.S. Probation Office regarding his capacity to satisfy any fines or restitution. Hurd expressly authorizes the United States Attorney's Office to immediately obtain a credit report on him in order to evaluate the his ability to satisfy any financial obligation imposed by the Court. Hurd fully understands that any financial obligation imposed by the court, including a restitution order and/or the implementation of a fine, is due and payable immediately. In the event the Court imposes a schedule for payment of restitution, he agrees that such a schedule represents a minimum payment obligation and does not preclude the U.S. Attorney's Office from pursuing any other means by which to satisfy his full and immediately enforceable financial obligation. Hurd understands that he has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the court.

7. **Forfeiture of property:** Hurd agrees not to make a claim or assert any interest in, contest, challenge or appeal in any way the administrative or criminal forfeiture

of any property, real or personal, seized or restrained by the Department of Homeland Security and/or local law enforcement officers during the investigation underlying this case. That property includes, but is not limited to, the following: \$88,000.00 in United States currency seized from Toby Lujan on or about July 27, 2012. Hurd agrees this property is subject to forfeiture pursuant to 21 U.S.C. § 881(a), 21 U.S.C. § 853(a), and/or 18 U.S.C. § 924(d). Hurd agrees to hold the government, its officers, agents, and employees harmless from any claims whatsoever in connection with the seizure or forfeiture of the above-described property. Hurd admits that he is the owner of this property and is unaware of anyone having a legal claim to the property that is superior to his own including any corporations or trusts, and further agrees to provide truthful information and evidence necessary for the government to effect the forfeiture of the above-described property.

8. **Government's agreement:** The government will not bring any additional charges against Hurd based upon the conduct underlying and related to his plea of guilty. The government will file a Supplement in this case, as is routinely done in every case, even though there may or may not be any additional terms. The government will dismiss, after sentencing, any remaining charges in the pending indictment. This agreement is limited to the United States Attorney's Office for the Northern District of Texas and does not bind any other federal, state, or local prosecuting authorities, nor does it prohibit any civil or administrative proceeding against Hurd or any property.

9. **Violation of agreement:** Hurd understands that if he violates any provision of this agreement, or if his guilty plea is vacated or withdrawn, the government will be free from any obligations of the agreement and free to prosecute Hurd for all offenses of which it has knowledge. In such event, Hurd waives any objections based upon delay in prosecution. If the plea is vacated or withdrawn for any reason other than a finding that they were involuntary, Hurd also waives objection to the use against him of any information or statements he has provided to the government, and any resulting leads.

10. **Voluntary plea:** This plea of guilty is freely and voluntarily made and is not the result of force or threats, or of promises apart from those set forth in this plea agreement. There have been no guarantees or promises from anyone as to what sentence the Court will impose.

11. **Waiver of right to appeal or otherwise challenge sentence:** Hurd waives his rights, conferred by 28 U.S.C. § 1291 and 18 U.S.C. § 3742, to appeal from his conviction and sentence. He further waives his right to contest his conviction and sentence in any collateral proceeding, including proceedings under 28 U.S.C. § 2241 and 28 U.S.C. § 2255. Hurd, however, reserves the rights (a) to bring a direct appeal of (i) a sentence exceeding the statutory maximum punishment, or (ii) an arithmetic error at sentencing, (b) to challenge the voluntariness of his plea of guilty or this waiver, and (c) to bring a claim of ineffective assistance of counsel.

12. **Representation of counsel:** Hurd has thoroughly reviewed all legal and

factual aspects of this case with his lawyer and is fully satisfied with that lawyer's legal representation. Hurd has received from his lawyer explanations satisfactory to him concerning each paragraph of this plea agreement, each of his rights affected by this agreement, and the alternatives available to him other than entering into this agreement. Because he concedes that he is guilty, and after conferring with his lawyer, Hurd has concluded that it is in his best interest to enter into this plea agreement and all its terms, rather than to proceed to trial in this case.

[No Further Information On This Page]

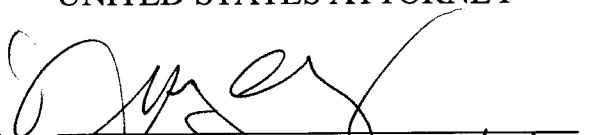
13. **Entirety of agreement:** This document is a complete statement of the parties' agreement and may not be modified unless the modification is in writing and signed by all parties.

Agreed to and signed this 17th day of September, 2012.

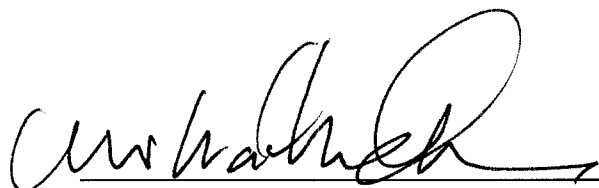
SARAH R. SALDAÑA
UNITED STATES ATTORNEY



SAMUEL GEORGE HURD, III
Defendant



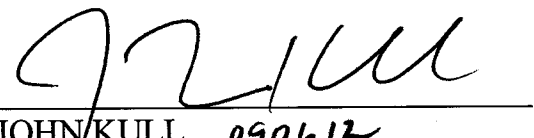
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CERTIFICATE

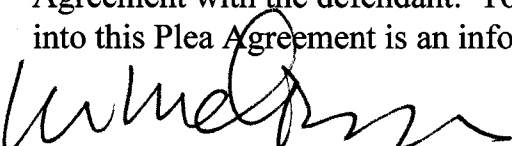
I have read or had read to me this Plea Agreement and have carefully reviewed every part of it with my attorney. I fully understand it and voluntarily agree to it.



SAMUEL GEORGE HURD, III
Defendant

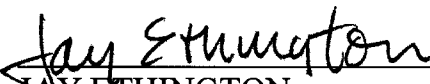
9.17.12
Date

I am the defendant's counsel. I have carefully reviewed every part of this Plea Agreement with the defendant. To my knowledge and belief, my client's decision to enter into this Plea Agreement is an informed and voluntary one.



MICHAEL MCCRUM
Attorney for Defendant

9.17.12
Date



JAY ETHINGTON
Attorney for Defendant

9-17-2012
Date