

**FILED**

JAN -5 2012

Phil Lombardi, Clerk  
U.S. DISTRICT COURT

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

**UNITED STATES OF AMERICA,****Plaintiff,****v.****PETER DUBOIS,****Defendant.**Case No. 11-CR-183-GKFSEALED**PLEA AGREEMENT**

The United States, through undersigned counsel, and the defendant, Peter DuBois, in person and through counsel, Stanley D. Monroe, respectfully inform the Court that they have reached the following plea agreement.

**1. Plea**

The defendant agrees to enter voluntary pleas of guilty to the following:

**Count 1: Title 18, United States Code, Section 371 (Conspiracy)****Count 2: Title 15, United States Code, Section 78dd-2 (Foreign Corrupt Practices Act)**

as set forth in the Information in the instant case in the Northern District of Oklahoma, and admits to being in fact guilty as charged in the counts to which the defendant is pleading guilty.



Defendant's Initials

**2. Waiver of Constitutional Rights**

The defendant understands that, by pleading guilty, the following constitutional rights will be relinquished:

- a. the right to be indicted;
- b. the right to plead not guilty;
- c. the right to be tried by a jury, or, if the defendant wishes and with the consent of the Government, to be tried by a judge;
- d. the right to an attorney at trial, and if defendant could not afford an attorney, the right to have the Court appoint one to represent the defendant;
- e. the right to assist in the selection of the jury;
- f. the right to be presumed innocent at trial, and the right to have a jury instructed that the Government has the burden to prove the defendant guilty beyond a reasonable doubt and by a unanimous verdict;
- g. the right to confront and cross-examine witnesses against the defendant;
- h. if desired, the defendant could testify on the defendant's own behalf and present witnesses in the defendant's defense;
- i. if the defendant did not wish to testify, that fact could not be used against the defendant, and a jury would be so instructed;
- j. if the defendant were found guilty after a trial, the defendant would have the right to appeal that verdict to determine if any errors had been committed during trial that would require either a new trial or a dismissal of the charges; and
- k. at trial, the defendant would be entitled to have a jury determine beyond a reasonable doubt any facts which may have the effect of increasing the defendant's mandatory minimum or maximum sentence.



Defendant's Initials

By pleading guilty, the defendant will be giving up all of these rights. By pleading guilty, the defendant understands that the defendant may have to answer questions posed to the defendant by the Court, both about the rights that the defendant will be giving up and the factual basis for the defendant's plea.

**3. Appellate and Post-Conviction Waiver**

In consideration of the promises and concessions made by the United States in this plea agreement, the defendant knowingly and voluntarily agrees to the following terms:

- a. The defendant waives the right to directly appeal the conviction and sentence pursuant to 28 U.S.C. § 1291 and/or 18 U.S.C. § 3742(a);
- b. The defendant reserves the right to appeal from a sentence which exceeds the statutory maximum;
- c. The defendant expressly acknowledges and agrees that the United States reserves all rights to appeal the defendant's sentence as set forth in 18 U.S.C. § 3742(b), and *United States v. Booker*, 543 U.S. 220 (2005);
- d. The defendant waives the right to collaterally attack the conviction and sentence pursuant to 28 U.S.C. § 2255, except for claims based on ineffective assistance of counsel which challenge the validity of the guilty plea or this waiver; and
- e. The defendant waives the right to have the sentence modified pursuant to 18 U.S.C. § 3582(c), except for a rule 35(b) motion filed by the Government.

The defendant expressly acknowledges that counsel has explained his appellate and post-conviction rights; that defendant understands his rights; and that defendant knowingly and voluntarily waives those rights as set forth above.

  
**Peter DuBois**

**4. Freedom of Information Act Waiver**

The defendant waives all rights, whether asserted directly or by a representative, to request or to 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.

**5. Rule 11 Rights Waiver**

The defendant knowingly and expressly waives all of the rights afforded defendant pursuant to the provisions of Rule 11(f) of the Federal Rules of Criminal Procedure. In other words, after entry of a plea made pursuant to this plea agreement, and in consideration thereof, the following shall be admissible against the defendant:

- a. A plea of guilty which is later withdrawn or which the defendant seeks to withdraw;
- b. Any statement made in the course of any proceeding under Rule 11 regarding said plea of guilty;

c. Any statement made in the course of plea discussions with an attorney or agent for the Government which results in a plea of guilty later withdrawn.

**6. Waiver of Right to Jury Trial on Sentencing Factors**

The defendant, by entering this plea, waives the right to have facts that determine the offense level under the Sentencing Guidelines (including facts that support any specific offense characteristic or other enhancement or adjustment) (1) charged in the Information, (2) proven to a jury, or (3) proven beyond a reasonable doubt. The defendant explicitly consents to have the sentence based on facts to be established by a preponderance of the evidence before the sentencing judge pursuant to *United States v. Crockett*, 435 F.3d 1305 (10th Cir. 2006), and *United States v. Magallanez*, 408 F.3d 672 (10th Cir. 2005), and to allow the Court to consider any reliable evidence without regard to its admissibility at trial. The defendant explicitly acknowledges that his plea to the charged offenses authorizes the Court to impose any sentence up to and including the maximum sentence set forth in the United States Code. The defendant also waives all challenges to the constitutionality of the Sentencing Guidelines.

**7. Payment of Monetary Penalties**

The defendant understands that the Court may impose a fine pursuant to the Sentencing Guidelines. The defendant agrees, as a part of this agreement, to submit to interviews by the United States Attorney's Financial Litigation Unit and the Criminal Division of the Department of Justice regarding the defendant's financial status, and to

complete and submit a financial statement, under oath, not later than two weeks after the date of this plea agreement. The defendant understands that, by law, interest accrues on any remaining balance of the debt.

**8. Forfeiture Agreement**

The defendant agrees to the entry of a criminal forfeiture money judgment pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) in the amount of \$98,950 representing proceeds derived by defendant in connection with the conspiracy to make unlawful payments to foreign government officials in order to obtain and retain aircraft servicing contracts, in violation of 18 U.S.C. § 371 and 15 U.S.C. § 78dd-2, charged in Counts One and Two of the Information.

Additionally, the defendant stipulates that he received \$61,000 as a result of his participation in a conspiracy to violate 18 U.S.C. § 1343, wire fraud. Therefore, the defendant agrees to deliver to the United States the sum of \$61,000 in the form of a Cashier's Check made payable to the United States Marshal's Service for FBI administrative forfeiture. The defendant further agrees to deliver the cashier's check to FBI Special Agent Jessica Marrone, at least two weeks prior to the change of plea hearing. The defendant consents to the administrative forfeiture of the \$61,000 in lieu of the wire fraud proceeds pursuant to 19 U.S.C. § 1613 and agrees to execute a Consent to Administrative Forfeiture contemporaneously with the execution of this plea agreement.



Defendant's Initials

Defendant acknowledges that forfeiture is part of the sentence that will be imposed in this case and waives any failure by the Court to advise him of this, pursuant to Rule 11(b)(1)(J), at the time his guilty plea is accepted. The defendant agrees that the Court may enter the forfeiture money judgment prior to sentencing. The defendant waives announcement of the forfeiture at sentencing and incorporation of the forfeiture in the judgment. The defendant further waives all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment.

**9. Special Assessment**

The defendant hereby agrees to pay the total amount required for the Special Monetary Assessment (\$100 per felony count) to the United States District Court Clerk before the time of the sentencing hearing or as directed by the District Court.

**10. Factual Basis and Elements**

In regard to the factual basis required by Federal Rule of Criminal Procedure 11(b)(3), the defendant agrees and stipulates that there is a factual basis for the plea of guilty.

The defendant admits knowingly, willfully and intentionally committing or causing to be committed the acts constituting the crimes alleged in Counts 1 and 2 in the instant case,

and confesses to the Court that the defendant is, in fact, guilty of such crimes. I, PETER DUBOIS, admit to the following facts:

- a. From May 2005 through March 2010, I was the Vice President of Sales & Marketing at MRO Company in Tulsa, Oklahoma. My responsibilities included oversight of MRO Company's efforts to obtain business from new customers and to maintain and increase business with existing customers.
- b. At all relevant times, MRO Company was in the business of providing maintenance, repair and overhaul ("MRO") services to customers in the United States and to foreign customers. MRO Company provided services to a number of customers in Latin America, including in Mexico and Panama. These foreign customers included aircraft owned and operated by the government. For example, MRO Company provided MRO services to the air fleet for the Mexican President (the "Mexican President's Fleet"), the federal police in Mexico (the "Mexican Federal Police"), the air fleet for the Governor of the Mexican State of Sinaloa ("Sinaloa"), and the aviation authority in Panama (the "Panama Aviation Authority").
- c. From May 2005 through March 2010, I conspired and agreed with, among others, Executive A, a senior executive at MRO Company, Executive B, a senior finance executive at MRO Company, and Sales Manager A, a regional sales manager at MRO Company, to make payments to employees of existing and potential customers in order to obtain and retain MRO business with those customers. Those customers included customers both in the United States and abroad. The foreign customers included foreign government agencies and instrumentalities, including the Mexican President's Fleet, the Mexican Federal Police, Sinaloa and the Panama Aviation Authority.
- d. I discussed in person, via telephone, and via electronic mail ("e-mail") with Executive A, Executive B, Sales Manager A and others the competitive need to make bribe payments and the way in which these bribe payments would be made.





- e. The payments to the employees of customers, including foreign government customers, were made either directly to the employees — via check, wire transfer or hand-delivered cash from MRO Company — or were made indirectly to the employee through a third-party agent. When payments were made directly to the employees, I, together with others, provided instructions, either in person, over the telephone or via e-mail, to Executive B as to the manner and means by which the bribe payments were to be paid — for example, whether the payments were to be made by check, wire or cash, and the names and locations of the bank accounts to which the bribe payments should be transferred. Executive B, together with others, then wired or caused the wiring of the bribe payments from MRO Company's bank account in New York to bank accounts in Oklahoma, California and elsewhere for the purpose of making payments to the foreign officials.
- f. Beginning in 2005, Executive A, Executive B, Sales Manager A and I, in an attempt to conceal the bribe payments, decided to funnel many of these payments through a separate company, Shell Company A, that was owned by Sales Manager A. Sales Manager A, on behalf of Shell Company A, submitted invoices to MRO Company for payment, and Executive B and others submitted a check or wire request for payment of the invoice. Once approved, MRO Company mailed or wired the money to the bank account of Shell Company A, and Sales Manager A then either withdrew some or all of the money to hand-deliver it to the employees of the customer or transferred the money directly into the bank account of the employees of the customer. A number of payments to employees of foreign government customers, including the Mexican President's Fleet and the Mexican Federal Police, were made through Shell Company A.
- g. I approved many of the payments to employees of customers, including employees of foreign government customers, and arranged for the disbursement of money to Sales Manager A so that Sales Manager A could make payments to employees of customers, including employees of foreign government customers.
- h. On or about June 7, 2006, I sent an e-mail to a customer relations employee at MRO Company, copying Executive B and Sales Manager

A, in which I agreed that MRO Company would provide a cellular telephone to the chief mechanic of the Panama Aviation Authority and would pay \$10,000 to the chief mechanic “for his instrumental assistance in securing the contract for [MRO Company]” with the Panama Aviation Authority.

- i. On or about November 9, 2006, Sales Manager A sent an e-mail to me stating that MRO Company needed to pay \$2,000 in United States currency to an official from the Mexican President’s Fleet. On or about that same day, I forwarded the e-mail to Executive B and asked if Executive B could arrange to have the cash ready to give to Sales Manager A the following day. On or about November 10, 2006, Executive B responded to my e-mail and stated, “We don’t have this in petty cash, but can go to the bank to make arrangements.”
- j. On or about October 30, 2007, Sales Manager A sent an e-mail to me and Executive B with the subject, “Mex pres comm.” In the e-mail, Sales Manager A stated, “I need to delivery [sic] the first comm. to Mex Pres, 30K. He, the Cor., ask to bring the .... this Thursday afternoon. I need your help. Thank you.” (ellipses in original). On or about that same day, Executive B responded, “Are we to wire funds to your business account?” On or about that same day, Sales Manager A responded in an e-mail to Executive B, “Yes Sir. I don’t have another choice. Thank you.” On or about October 31, 2007, Executive B caused \$30,000 to be wired from MRO Company’s bank account in New York to Shell Company A’s bank account in California for the purpose of making a payment to officials employed by the Mexican President’s Fleet in return for the officials’ help in securing a contract for MRO Company with the Mexican President’s Fleet. On or about October 31, 2007, Executive B sent an e-mail to Sales Manager A, copying me and others, and stated, “Please note that the \$30k wire has been sent. Please confirm that you receive it. Thx.” On or about October 31, 2007, Sales Manager A responded that Sales Manager A was on his way to Mexico with the United States currency meant for officials employed by the Mexican President’s Fleet.
- k. On or about February 21, 2008, I sent an e-mail to Executive B, stating that Sales Manager A “has recently purchased some high dollar stuff



Defendant’s Initials

for [the Mexican Federal Police] and chile [sic]. His card is maxed. Can we put an additional 10k for a period. [sic] He is departing today and needs it.” On or about February 21, 2008, Executive B sent an e-mail responding to my e-mail, stating, “The increase was made effective earlier this afternoon . . .”

1. On or about October 27, 2009, Sales Manager A and another employee of MRO Company submitted two check requests, one for \$22,912.38 and one for \$6,417.44, for payment to the Director of Air Services at Sinaloa for his help in securing business with Sinaloa. On or about October 27, 2009, Executive B caused two checks to be sent to the Director of Air Services in the amounts of \$22,912.38 and \$6,417.44.



**Peter DuBois**  
Defendant

12/1/11  
Date

#### **11. Further Prosecution**

The United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney’s Office for the Northern District of Oklahoma shall not initiate additional criminal charges against the defendant in the Northern District of Oklahoma or elsewhere that, as of the date of the defendant’s acceptance of this agreement, arise from their investigation of the defendant’s actions and conduct giving rise to the instant Information, save and except crimes of violence and criminal acts involving violations investigated by the United States Internal Revenue Service. The defendant understands, however, that this obligation is subject to all “Limitations” set forth below, and that the United States

Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Northern District of Oklahoma are free to prosecute the defendant for any illegal conduct (*i.e.*, violation of federal criminal laws) not discovered by or revealed to the Government during its investigation before the date of defendant's acceptance of this agreement or occurring after the date of this agreement.

The defendant waives all defenses based on the Speedy Trial Act or on statute of limitations with respect to any prosecution that is not time-barred on the date that this Plea Agreement is signed in the event that: (a) the conviction is later vacated for any reason; (b) the defendant violates this Plea Agreement; or (c) the plea is later withdrawn.

**12. Acceptance of Responsibility**

Provided the defendant clearly demonstrates acceptance of responsibility, the United States agrees to recommend a two-level reduction in offense level pursuant to U.S.S.G. § 3E1.1. The United States agrees to file a motion recommending that the defendant receive an additional one-level reduction pursuant to U.S.S.G. § 3E1.1(b) if the defendant is otherwise eligible therefor. The sentencing judge is in a unique position to evaluate the acceptance of responsibility, and the Court's determination will provide the final approval or disapproval of any Section 3E1.1 point level reduction for timely acceptance of responsibility.



Defendant's Initials

The obligations of the Government herein relative to acceptance of responsibility are contingent upon the defendant's continuing manifestation of acceptance of responsibility as determined by the United States. If the defendant falsely denies, or makes conflicting statements as to, his involvement in the crimes to which he is pleading, falsely denies or frivolously contests relevant conduct that the Court determines to be true, willfully obstructs, or attempts to obstruct or impede the administration of justice as defined in U.S.S.G. § 3C1.1, or perpetrates or attempts to perpetrate crimes while awaiting sentencing, or advances false or frivolous issues in mitigation, the United States expressly reserves the right to withdraw any recommendation regarding acceptance of responsibility without breaching the agreement.

**13. Sentence**

**a. Imprisonment**

The defendant acknowledges that, with respect to Count One of the Information (18 U.S.C. § 371), the maximum statutory sentence is imprisonment for a term of not more than five years and a fine of not more than \$250,000, or twice the gross pecuniary gain to the Defendant or loss to the victim(s), whichever is greater. The defendant acknowledges that, with respect to Count Two of the Information (15 U.S.C. § 78dd-2), the maximum statutory sentence is imprisonment for a term of not more than five years and a fine of not more than



Defendant's Initials

\$100,000, or twice the gross pecuniary gain to the defendant or loss to the victim(s), whichever is greater.

**b. Supervised Release**

Additionally, the defendant is aware, if imprisonment is imposed, that the Court shall include as part of the sentence a requirement that the defendant be placed on a term of supervised release after imprisonment not to exceed three years on each count.

If the term of supervised release for any count of conviction is revoked, the defendant may be imprisoned for an additional term not to exceed the term of imprisonment authorized in 18 U.S.C. § 3583(e)(3) for the offense of conviction, with no credit being given for any time served while on supervised release. Further, if the crime of conviction occurred after September 13, 1994, the Court may impose another term of supervised release following any term of imprisonment imposed for a violation of supervised release conditions, and this term of supervised release may not exceed the term of supervised release originally authorized by statute for the offense of conviction less any term of imprisonment that was imposed upon revocation of supervised release (18 U.S.C. § 3583(e) and (h)). If a second or subsequent term of supervised release is revoked, the Court may impose another term of imprisonment not to exceed the difference between any imprisonment imposed for a prior revocation of supervised release for the offense of conviction and the term of imprisonment authorized pursuant to 18 U.S.C. § 3583(e)(3). Accordingly, the original term of imprisonment when

combined with any term of imprisonment arising from revocations of supervised release, may result in a total amount of imprisonment greater than the statutory maximum term for the offense of conviction. The defendant understands that he cannot have the imposition or execution of the sentence suspended, nor is he eligible for parole.

**c. Guidelines**

The defendant is aware that the Sentencing Guidelines promulgated pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. § 3551 through § 3742, and 28 U.S.C. § 991 through § 998, are advisory. The district courts, while not bound to apply the Sentencing Guidelines, must consult those Guidelines and take them into account when sentencing. *See* 18 U.S.C.A. § 3553(a).

The sentence imposed in federal court is without parole. The defendant is further aware that the sentence has not yet been determined by the Court, that any estimate of the likely sentence received from any source is a prediction, not a promise, and that the Court has the final discretion to impose any sentence up to the statutory maximum. The defendant further understands that all recommendations or requests by the United States pursuant to this agreement are not binding upon the Court.

If the sentencing Court should impose any sentence up to the maximum established by statute, the defendant cannot, for that reason alone, withdraw his guilty plea, but will remain bound to fulfill all of the defendant's obligations under this agreement.



Defendant's Initials

Nothing in this plea agreement, save and except any express stipulations contained herein, limits the right of the United States to present to the Court or Probation Office, either orally or in writing, any and all facts and arguments relevant to the defendant's sentence that are available to the United States at the time of sentencing. The defendant acknowledges hereby that relevant conduct, that is, all other uncharged related criminal activities, will be used in the calculation of the sentence. The United States reserves its full opportunity to speak pursuant to Rule 32(i)(4)(A)(iii) of the Federal Rules of Criminal Procedure.

The defendant further understands that the sentence to be imposed upon the defendant will be determined solely by the sentencing judge, and that the sentencing judge is not bound by the following stipulations. The United States cannot and does not make any promise or representation as to what sentence the defendant will receive.

**14. Stipulations**

The United States and the defendant agree that the applicable Sentencing Guidelines range exceeds the statutory maximum sentence of ten years imprisonment. The defendant agrees that he will neither move for a downward departure on any grounds that are known to the parties as of the date of this agreement, nor will he seek a variance from the applicable Guideline sentence pursuant to the factors in Title 18, United States Code, Section 3553(a), except that the defendant is not precluded from making a motion for a downward departure pursuant to U.S.S.G. Section 5H1.4. The parties agree to confer in good faith regarding such



Defendant's Initials



issues not known at the date of this agreement, but that arise prior to the date of the sentencing hearing, which may impact the defendant's sentencing Guideline offense level or factors pursuant to Title 18, United States Code, Section 3553(a).

It is understood that neither the Court nor the United States Probation Office is bound by the foregoing stipulations, either as to questions of fact or as to determination of the correct advisory sentencing guideline calculation.

**15. Limitations**

This plea agreement shall be binding and enforceable upon the Department of Justice, Criminal Division, Fraud Section, and the Office of the United States Attorney for the Northern District of Oklahoma, but in no way limits, binds or otherwise affects the rights, powers, duties or obligations of any other federal, state or local law enforcement agency, administrative or regulatory authorities, civil or administrative enforcement, collection, bankruptcy, adversary proceedings or suits which have been or may be filed by any governmental entity, including without limitation, the Internal Revenue Service, the Tax Division of the Department of Justice and the trustee in bankruptcy.

**16. Breach of Agreement**

If the defendant should fail in any way to fulfill completely all of the obligations under this plea agreement, the United States will be released from its obligations under the plea agreement, and the defendant's plea and sentence will stand. If at any time the defendant



retains, conceals or disposes of assets in violation of this plea agreement, or if the defendant knowingly withholds evidence or is otherwise not completely truthful with the United States, then the United States may move the Court to set aside the guilty plea and reinstate prosecution. Any information and documents that have been disclosed by the defendant, whether prior or subsequent to this plea agreement, and all leads derived therefrom, will be used against the defendant in any prosecution.

Whether the defendant has breached any provision of this plea agreement shall be determined solely by the United States through the United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Northern District of Oklahoma, whose judgment in that regard is final.



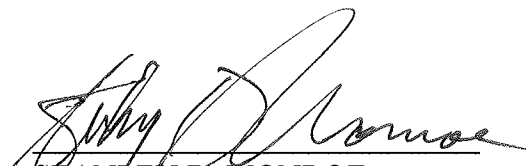
Defendant's Initials

**17. Conclusion**

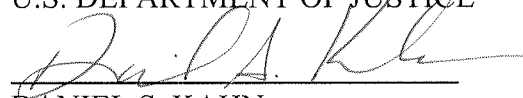
No agreements, representations or understandings have been made between the parties in this case, other than those which are explicitly set forth in this plea agreement and the Plea Agreement Supplement that the United States will file in this case (as is routinely done in every case, even though there may or may not be any additional terms), and none will be entered into unless executed in writing and signed by all of the parties.

SO AGREED:


12/1/11  
DATED


  
STANLEY D. MONROE  
Attorney for Defendant

DENIS J. MCINERNEY  
CHIEF, FRAUD SECTION  
CRIMINAL DIVISION  
U.S. DEPARTMENT OF JUSTICE

  
DANIEL S. KAHN  
Trial Attorney

  
STEPHEN J. SPIEGELHALTER  
Trial Attorney

  
PETER DUBOIS  
Defendant

THOMAS SCOTT WOODWARD  
UNITED STATES ATTORNEY  
NORTHERN DISTRICT OF OKLAHOMA  
  
KEVIN C. LEITCH  
Assistant United States Attorney

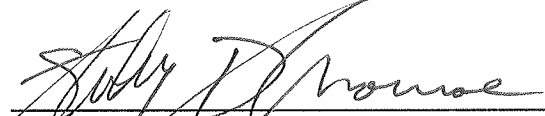
I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully understand my rights with respect to sentencing which may apply to my case. No other promises or inducements have been made to me, other than those contained in this pleading. In addition, no one has threatened or forced me in any way to enter into this agreement. Finally, I am satisfied with the representation of my attorney in this matter.



PETER DUBOIS  
Defendant

12-1-11  
Dated

I am counsel for the defendant in this case. I have fully explained to the defendant the defendant's rights with respect to the pending Information. Further, I have reviewed the provisions of the Sentencing Guidelines and Policy Statements and I have fully explained to the defendant the provisions of those Guidelines which may apply in this case. I have carefully reviewed every part of this plea agreement with the defendant. To my knowledge, the defendant's decision to enter into this agreement is an informed and voluntary one.



STANLEY D. MONROE  
Counsel for the Defendant

12 / 1 / 11  
Dated

### CONSENT TO ADMINISTRATIVE FORFEITURE

The Federal Bureau of Investigation has seized or will seize \$61,000 from Defendant Peter DuBois for FBI administrative forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C) and 19 U.S.C. § 1613.


*I understand that pursuant to 18 U.S.C. § 983, the FBI is required to send notice in non-judicial civil forfeiture matters. Having been advised of my rights regarding notice, I hereby knowingly and voluntarily waive my rights to such notice being sent within the time frames in 18 U.S.C. § 983 and to have the property returned to me if notice is not sent within the prescribed time frames. I voluntarily waive all constitutional, legal and equitable claims arising out of and/or defenses to the forfeiture of this property in any proceeding, including any claim of innocent ownership and any claim of excessive fine under the Eighth Amendment. I hereby consent to forfeiture of the \$61,000 and I agree not to contest or assist anyone else in contesting the forfeiture on any other ground. I further agree not to petition or assist anyone else in petitioning for the remission or mitigation of the forfeiture of the \$61,000. I agree to forfeit \$61,000 by no later than six weeks prior to the sentencing hearing for my offenses.*

*I hereby agree to unconditionally release and hold harmless the FBI, its officers, employees and Agents, from any and all claims, demands, damages, cause of actions or suits, of whatever kind and description, and wheresoever situated, that might now exist or hereafter exist by reason of or growing out of or affecting, directly or indirectly, the seizure or forfeiture of the above described property.*


Party Consenting to Forfeiture:

  
PETER DUBOIS

Date: 12/1/11

  
Stanley D. Monroe, Esq.  
Counsel for Peter DuBois

Date: 12/1/11

  
Daniel S. Kahn  
Stephen J. Spiegelhalter  
Trial Attorneys  
U.S. Department of Justice  
Criminal Division, Fraud Section