



United States Department of Justice

**United States Attorney
Southern District of West Virginia**

Robert C. Byrd United States Courthouse
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Charleston, WV 25301
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Charleston, WV 25326
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June 29, 2012

Gregory J. Campbell, Esquire
1412 Kanawha Boulevard, East
Charleston, WV 25301

Re: United States v. Thomas Ramey, Jr.

Dear Mr. Campbell:

This will confirm our conversations with regard to your client, Thomas Ramey, Jr. (hereinafter "Mr. Ramey"). As a result of these conversations, it is agreed by and between the United States and Mr. Ramey as follows:

1. **CHARGING AGREEMENT.** Mr. Ramey agrees to waive his right pursuant to Rule 7 of the Federal Rules of Criminal Procedure to be charged by indictment and will consent to the filing of a single-count information to be filed in the United States District Court for the Southern District of West Virginia, a copy of which is attached hereto as "Plea Agreement Exhibit A."

2. **RESOLUTION OF CHARGES.** Mr. Ramey will plead guilty to a violation of 18 U.S.C. § 1001 (false statement) as charged in said information.

3. **MAXIMUM POTENTIAL PENALTY.** The maximum penalty to which Mr. Ramey will be exposed by virtue of this guilty plea is as follows:

- (a) Imprisonment for a period of 5 years;
- (b) A fine of \$250,000, or twice the gross pecuniary gain or twice the gross pecuniary loss resulting from defendant's conduct, whichever is greater;

TR
Defendant's
initials

Gregory J. Campbell, Esquire
June 29, 2012
Page 2

Re: Thomas Ramey, Jr.

- (c) A term of supervised release of 3 years;
- (d) A mandatory special assessment of \$100 pursuant to 18 U.S.C. § 3013; and
- (e) An order of restitution pursuant to 18 U.S.C. §§ 3663A and 3664, or as otherwise set forth in this plea agreement.

4. **SPECIAL ASSESSMENT.** Prior to the entry of a plea pursuant to this plea agreement, Mr. Ramey will tender a check or money order to the Clerk of the United States District Court for \$100, which check or money order shall indicate on its face the name of defendant and the case number. The sum received by the Clerk will be applied toward the special assessment imposed by the Court at sentencing. Mr. Ramey will obtain a receipt of payment from the Clerk and will tender a copy of such receipt to the United States, to be filed with the Court as an attachment to this plea agreement. If Mr. Ramey fails to provide proof of payment of the special assessment prior to or at the plea proceeding, the United States will have the right to void this plea agreement. In the event this plea agreement becomes void after payment of the special assessment, such sum shall be promptly returned to Mr. Ramey.

5. **PAYMENT OF MONETARY PENALTIES.** Mr. Ramey agrees not to object to the District Court ordering all monetary penalties (including the special assessment, fine, court costs, and any restitution that does not exceed the amount set forth in this plea agreement) to be due and payable in full immediately and subject to immediate enforcement by the United States. So long as the monetary penalties are ordered to be due and payable in full immediately, Mr. Ramey further agrees not to object to the District Court imposing any schedule of payments as merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment.

6. **RESIGNATION FROM OFFICE / POLITICAL ACTIVITY.** Mr. Ramey agrees that, on or before the date his guilty plea is entered, he will officially resign from the office of County Commissioner of Lincoln County, West Virginia. Moreover, Mr. Ramey agrees that he

TR
Defendant's
initials

Gregory J. Campbell, Esquire
June 29, 2012
Page 3

Re: Thomas Ramey, Jr.

will not seek nor serve in any public office nor engage in political campaigning for a period of not less than ten years after his resignation from office pursuant to this agreement.

7. **COOPERATION.** Mr. Ramey will be forthright and truthful with this office and other law enforcement agencies with regard to all inquiries made pursuant to this agreement, and will give signed, sworn statements and grand jury and trial testimony upon request of the United States. In complying with this provision, Mr. Ramey may have counsel present except when appearing before a grand jury.

8. **USE IMMUNITY.** Unless this agreement becomes void due to a violation of any of its terms by Mr. Ramey, and except as expressly provided for in this agreement, nothing contained in any statement or testimony provided by Mr. Ramey pursuant to this agreement, or any evidence developed therefrom, will be used against Mr. Ramey, directly or indirectly, in any further criminal prosecutions or in determining the applicable guideline range under the Federal Sentencing Guidelines.

9. **LIMITATIONS ON IMMUNITY.** Nothing contained in this agreement restricts the use of information obtained by the United States from an independent, legitimate source, separate and apart from any information and testimony provided pursuant to this agreement, in determining the applicable guideline range or in prosecuting Mr. Ramey for any violations of federal or state laws. The United States reserves the right to prosecute Mr. Ramey for perjury or false statement if such a situation should occur pursuant to this agreement.

10. **STIPULATION OF FACTS AND WAIVER OF FED. R. EVID. 410.** The United States and Mr. Ramey stipulate and agree that the facts comprising the offenses of conviction and relevant conduct include the facts outlined in the "Stipulation of Facts," a copy of which is attached hereto as "Plea Agreement Exhibit B."

Mr. Ramey agrees that if he withdraws from this agreement, or this agreement is voided as a result of a breach of its terms by Mr. Ramey, and Mr. Ramey is subsequently tried on any of the charges in the information, the United States may use and introduce the

TR
Defendant's
initials

Gregory J. Campbell, Esquire
June 29, 2012
Page 4

Re: Thomas Ramey, Jr.

Stipulation of Facts in the United States' case-in-chief, in cross-examination of Mr. Ramey or of any of his witnesses, or in rebuttal of any testimony introduced by Mr. Ramey or on his behalf. Mr. Ramey knowingly and voluntarily waives, see United States v. Mezzanatto, 513 U.S. 196 (1995), any right he has pursuant to Fed. R. Evid. 410 that would prohibit such use of the Stipulation of Facts. If the Court does not accept the plea agreement through no fault of the defendant, or the Court declares the agreement void due to a breach of its terms by the United States, the Stipulation of Facts cannot be used by the United States.

The United States and Mr. Ramey understand and acknowledge that the Court is not bound by the Stipulation of Facts and that if some or all of the Stipulation of Facts is not accepted by the Court, the parties will not have the right to withdraw from the plea agreement.

11. AGREEMENT ON SENTENCING GUIDELINES. Based on the foregoing Stipulation of Facts, the United States and Mr. Ramey agree that the following provisions of the United States Sentencing Guidelines apply to this case.

USSG § 2B1.1

Base offense level 6

Adjusted Offense Level 6

The United States and Mr. Ramey acknowledge and understand that the Court and the Probation Office are not bound by the parties' calculation of the United States Sentencing Guidelines set forth above and that the parties shall not have the right to withdraw from the plea agreement due to a disagreement with the Court's calculation of the appropriate guideline range.

12. WAIVER OF APPEAL AND COLLATERAL ATTACK. Mr. Ramey is aware that 18 U.S.C. § 3742 affords him the right to appeal the sentence imposed by the District Court. Nonetheless, Mr. Ramey knowingly and voluntarily waives his right to seek appellate review of any sentence of imprisonment, fine, or term of supervised release imposed by the District Court, or the manner in which the sentence

TR
Defendant's
initials

Gregory J. Campbell, Esquire
June 29, 2012
Page 5

Re: Thomas Ramey, Jr.

was determined, on any ground whatsoever including any ground set forth in 18 U.S.C. § 3742(a), except that the defendant may appeal any sentence that exceeds the maximum penalty prescribed by statute. The United States also agrees to waive its right to appeal any sentence of imprisonment, fine, or term of supervised release imposed by the District Court, or the manner in which the sentence was determined, on any ground whatsoever, including any ground set forth in 18 U.S.C. § 3742(b), except that the United States may appeal any sentence that is below the minimum penalty prescribed by statute.

Mr. Ramey also knowingly and voluntarily waives the right to challenge his guilty plea and conviction resulting from this plea agreement, and any sentence imposed for the conviction, in any collateral attack, including but not limited to a motion brought under 28 U.S.C. § 2255.

The waivers noted above shall not apply to a post-conviction collateral attack or direct appeal based on a claim of ineffective assistance of counsel.

13. **WAIVER OF FOIA AND PRIVACY RIGHT.** Mr. Ramey knowingly and voluntarily waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without any limitation any records that may be sought under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a, following final disposition.

14. **FINAL DISPOSITION.** The matter of sentencing is within the sole discretion of the Court. The United States has made no representations or promises as to a specific sentence. The United States reserves the right to:

- (a) Inform the Probation Office and the Court of all relevant facts and conduct;
- (b) Present evidence and argument relevant to the factors enumerated in 18 U.S.C. § 3553(a);

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Defendant's
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Gregory J. Campbell, Esquire
June 29, 2012
Page 6

Re: Thomas Ramey, Jr.

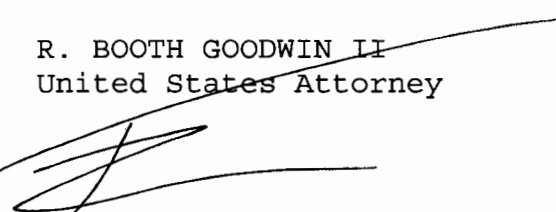
- (c) Respond to questions raised by the Court;
- (d) Correct inaccuracies or inadequacies in the presentence report;
- (e) Respond to statements made to the Court by or on behalf of Mr. Ramey;
- (f) Advise the Court concerning the nature and extent of Mr. Ramey's cooperation; and
- (g) Address the Court regarding the issue of Mr. Ramey's acceptance of responsibility.

15. **VOIDING OF AGREEMENT.** If either the United States or Mr. Ramey violates the terms of this agreement, the other party will have the right to void this agreement. If the Court refuses to accept this agreement, it shall be void.

16. **ENTIRETY OF AGREEMENT.** This written agreement constitutes the entire agreement between the United States and Mr. Ramey in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Mr. Ramey in any Court other than the United States District Court for the Southern District of West Virginia.

Acknowledged and agreed to on behalf of the United States:

R. BOOTH GOODWIN II
United States Attorney

By: 

THOMAS C. RYAN
Assistant United States Attorney

STEVEN R. RUBY
Assistant United States Attorney

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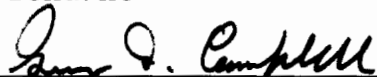
Gregory J. Campbell, Esquire
June 29, 2012
Page 7

Re: Thomas Ramey, Jr.

I hereby acknowledge by my initials at the bottom of each of the foregoing pages and by my signature on the last page of this seven-page agreement that I have read and carefully discussed every part of it with my attorney, that I understand the terms of this agreement, and that I voluntarily agree to those terms and conditions set forth in the agreement. I further acknowledge that my attorney has advised me of my rights, possible defenses, the Sentencing Guideline provisions, and the consequences of entering into this agreement, that no promises or inducements have been made to me other than those in this agreement, and that no one has threatened me or forced me in any way to enter into this agreement. Finally, I am satisfied with the representation of my attorney in this matter.



THOMAS RAMEY, JR.
Defendant



GREGORY J. CAMPBELL
Counsel for Defendant

7-5-12

Date Signed

5 JUL 2012

Date Signed

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v.

CRIMINAL NO. _____
18 U.S.C. § 1001

THOMAS RAMEY, JR.

I N F O R M A T I O N

The United States Attorney Charges:

On or around February 7, 2012, at or near Charleston, Kanawha County, West Virginia, and within the Southern District of West Virginia, defendant THOMAS RAMEY, JR. knowingly and willfully made materially false, fictitious, and fraudulent statements and representations in a matter within the jurisdiction of the executive branch of the Government of the United States, in that defendant THOMAS RAMEY, JR. stated and represented to an agent of the Federal Bureau of Investigation that he did not know who altered certain absentee ballot applications after they were submitted to the County Clerk of Lincoln County, West Virginia, when in truth and fact, as he then well knew, defendant THOMAS RAMEY, JR. had previously caused a person known to the United States Attorney to alter those absentee ballot applications in the presence of defendant THOMAS RAMEY, JR.

PLEA AGREEMENT EXHIBIT A

In violation of Title 18, United States Code, Section 1001.

UNITED STATES OF AMERICA

R. BOOTH GOODWIN II
United States Attorney

By:

THOMAS C. RYAN
Assistant United States Attorney

STEVEN R. RUBY
Assistant United States Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON

UNITED STATES OF AMERICA

v.

THOMAS RAMEY, JR.

STIPULATION OF FACTS

The United States and Thomas Ramey, Jr. ("Mr. Ramey") stipulate and agree that the facts comprising the offense charged in the Information attached as Exhibit A to this plea agreement, as well as the relevant conduct for that offense, include the following:

In or around January 2010, Mr. Ramey filed to run for the County Commission of Lincoln County, West Virginia ("Lincoln County"), seeking to retain a seat to which he previously had been appointed to complete an unexpired term. Also in or around January 2010, Jerry Bowman, then the Sheriff of Lincoln County, filed to run for election as the Circuit Clerk of Lincoln County, and Donald Whitten filed to run for re-election as the County Clerk of Lincoln County.

Mr. Ramey and Mr. Bowman expected their respective races to be closely contested. Mr. Ramey, Mr. Bowman, and Mr. Whitten (the "Candidates") agreed to a plan to gain votes and affect the May 2010 Primary Election (the "Election") by using the absentee voting process. The Candidates agreed that they would, together and individually, visit voters and seek to persuade them to vote absentee in the Election. The Candidates further agreed that they would complete absentee ballot applications for voters. The Candidates also agreed that on those applications they would state certain reasons that voters were legally eligible to vote absentee. Specifically, the Candidates agreed to mark each application to indicate that the voter was unable to vote in person either because of travel (reason number 1 on the application) or employment (reason number 7 on the application), regardless of whether those reasons were true.

Mr. Ramey completed many absentee ballot applications for purported absentee voters. On many of those applications, Mr. Ramey provided false reasons for voters' eligibility to vote absentee by marking reason number 1 or 7. On some applications, Mr. Ramey did not mark any reason why the voter was requesting an absentee ballot. Most of the voters for whom Mr. Ramey completed absentee ballot applications had no apparent reason for eligibility to vote absentee, and Mr. Ramey did not ask those voters if they had a reason to vote absentee legally. Instead, he simply marked one of the reasons for absentee voting that he and the other Candidates had agreed to mark, or did not mark any reason at all.

For every absentee ballot application that Mr. Ramey completed, he had the subject voter sign the application. Mr. Ramey observed, however, that few if any voters read the applications.

Shortly before the Election, Mr. Ramey learned that the office seekers running in opposition to the Candidates intended to contest the results based on allegations of illegal absentee voting. At least by the time he learned this, Mr. Ramey knew that it was illegal to submit an absentee ballot application stating a false reason for eligibility to vote absentee, and that it was illegal to issue an absentee ballot based on an application that stated no reason for eligibility to vote absentee.

Mr. Ramey obtained from the Lincoln County Clerk's office a file of absentee ballot applications that had already been submitted and processed. This file contained, among other applications, a number of applications in Mr. Ramey's handwriting that stated no reason for eligibility to vote absentee but nonetheless had been accepted as bases to issue absentee ballots. Mr. Ramey approached an employee of the Lincoln County Clerk's Office (the "Known Person") and persuaded the Known Person to retroactively alter approximately 20 absentee ballot applications that had already been accepted as bases to issue absentee ballots. Specifically, Mr. Ramey caused the Known Person to retroactively mark reason number 1 or 7 on those applications.

After the Election, on or around May 20, 2010, Mr. Ramey, sitting as a member of the county's Board of Canvassers by virtue of his seat on the Lincoln County Commission, voted to certify that certain counts of votes cast for various offices in

the Elections were true, even though he knew that these counts included absentee votes that were cast illegally.

On January 30, 2012, the United States Attorney's Office filed Informations against Mr. Whitten and Mr. Bowman in connection with their involvement in the Election absentee voter fraud. On February 7, 2012, Mr. Ramey met with, among other individuals, an agent from the Federal Bureau of Investigation ("FBI"). During that meeting, Mr. Ramey told the FBI agent that before the Election, he completed a number of absentee ballot applications on which he marked no reason for eligibility to vote absentee. Mr. Ramey falsely claimed that after he submitted these applications, someone else, without his knowledge or involvement, had altered the applications by retroactively marking a reason for eligibility to vote absentee. Mr. Ramey falsely stated that he became aware of these alterations only during an election contest following the Election.

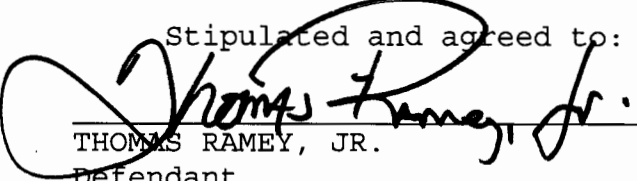
These statements were false and material to the investigation the FBI Agent was conducting. Mr. Ramey made the false statements knowingly and willfully, and he knew and willfully intended that they were material to the investigation the FBI Agent was conducting.

Further, Mr. Ramey knowingly and intentionally lied to the FBI Agent during his February 2012 meeting to conceal from the FBI Agent his involvement in illegal absentee voting.

Lincoln and Kanawha Counties are within the Southern District of West Virginia. Among the offices for which candidates were nominated in the Election was the United States House of Representatives seat for West Virginia's Third Congressional District. Mr. Ramey acknowledges that the Election absentee voter fraud investigation is a matter within the jurisdiction of the executive branch of the United States.

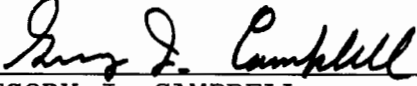
This Stipulation of Facts does not contain each and every fact known to Mr. Ramey and to the United States concerning his Involvement and the involvement of others in the charges set forth in the Indictment, and is set forth for the limited purpose of establishing a factual basis for the defendant's guilty plea.

Stipulated and agreed to:


THOMAS RAMEY, JR.
Defendant

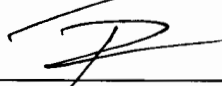
7-5-12

Date


GREGORY J. CAMPBELL
Counsel for Defendant

5 JULY 2012

Date


THOMAS C. RYAN
Assistant United States Attorney

7/9/12
Date

STEVEN R. RUBY
Assistant United States Attorney

MA 2012-07-09-23

PLEA AGREEMENT EXHIBIT B