

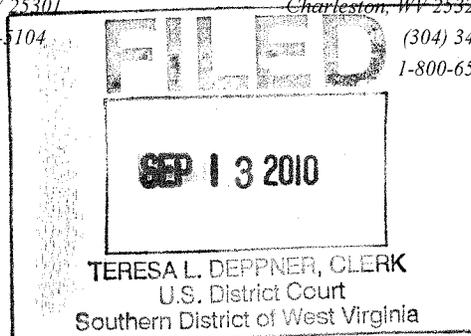
U.S. Department of Justice



United States Attorney
Southern District of West Virginia

Robert C. Byrd United States Courthouse
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August 2, 2010

William S. Winfrey II
P.O. Box 1159
Princeton, WV 24740

Re: United States v. Pamela Mullins

Dear Mr. Winfrey:

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

1. **CHARGING AGREEMENT.** Ms. Mullins agrees to waive her 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.** Ms. Mullins will plead guilty to a violation of 18 U.S.C. § 1344 (bank fraud) as charged in said information.

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

- (a) Imprisonment for a period of 30 years;
- (b) A fine of \$1,000,000, or twice the gross pecuniary gain or twice the gross pecuniary loss resulting from defendant's conduct, whichever is greater;
- (c) A term of supervised release of 5 years;

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- (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, Ms. Mullins 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. Ms. Mullins 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 Ms. Mullins 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 Ms. Mullins.

5. **RESTITUTION.** Notwithstanding the offense of conviction, Ms. Mullins agrees that she owes restitution to the National Credit Union Administration and CUNA Mutual Insurance Society in an amount to be determined by the Court and agrees to pay such restitution, with interest as allowed by law, to the fullest extent financially feasible. In aid of restitution, Ms. Mullins further agrees as follows:

- (a) Ms. Mullins agrees to fully assist the United States in identifying and locating any assets to be applied toward restitution and to give signed, sworn statements and testimony concerning assets upon request of the United States.
- (b) Ms. Mullins will fully complete and execute, under oath, a Financial Statement and a Release of Financial Information on forms supplied by the United States and will return these completed forms to counsel for the


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United States within seven calendar days from the date of the signing of this plea agreement.

- (c) Ms. Mullins agrees not to dispose of, transfer or otherwise encumber any real or personal property which she currently owns or in which she holds an interest.
- (d) Ms. Mullins agrees to fully cooperate with the United States in the liquidation of assets to be applied towards restitution, to execute any and all documents necessary to transfer title of any assets available to satisfy restitution, to release any and all right, title and interest she may have in and to such property, and waives her right to exemptions under the Federal Debt Collection Procedures Act upon levy against and the sale of any such property.
- (e) Ms. Mullins agrees not to appeal any order of the District Court imposing restitution unless the amount of restitution imposed exceeds \$2,472,792. However, nothing in this provision is intended to preclude the Court from ordering Ms. Mullins to pay a greater or lesser sum of restitution in accordance with law.

6. **PAYMENT OF MONETARY PENALTIES.** Ms. Mullins 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, Ms. Mullins 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.

7. **COOPERATION.** Ms. Mullins 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


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request of the United States. In complying with this provision, Ms. Mullins may have counsel present except when appearing before a grand jury. Further, Ms. Mullins agrees to be named as an unindicted co-conspirator and unindicted aider and abettor, as appropriate, in subsequent indictments or informations.

8. **USE IMMUNITY.** Unless this agreement becomes void due to a violation of any of its terms by Ms. Mullins, and except as expressly provided for in paragraph 10 below, nothing contained in any statement or testimony provided by Ms. Mullins pursuant to this agreement, or any evidence developed therefrom, will be used against Ms. Mullins, 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 Ms. Mullins for any violations of federal or state laws. The United States reserves the right to prosecute Ms. Mullins 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 Ms. Mullins stipulate and agree that the facts comprising the offenses of conviction include the facts outlined in the "Stipulation of Facts," a copy of which is attached hereto as "Plea Agreement Exhibit B."

Ms. Mullins agrees that if she withdraws from this agreement, or this agreement is voided as a result of a breach of its terms by Ms. Mullins, and she is subsequently tried on any of the charges in the information, the United States may use and introduce the "Stipulation of Facts" in the United States case-in-chief, in cross-examination of Ms. Mullins or of any of her witnesses, or in rebuttal of any testimony introduced by Ms. Mullins or on her behalf. Ms. Mullins knowingly and voluntarily waives, see United States v. Mezzanatto, 513 U.S. 196 (1995), any right she has pursuant to Fed. R. Evid. 410 that would prohibit such use of the


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Re: Pamela Mullins

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 Ms. Mullins 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.** The United States and Ms. Mullins agree to the following regarding the application of the United States Sentencing Guidelines (2009 Edition) to the Information:

(a) The parties agree that USSG §2B1.1 provides a base offense level of 7;

(b) The parties agree that defendant's offense and relevant conduct substantially jeopardized the safety and soundness of a financial institution and accordingly, USSG §2B1.1(b) (14) (B) provides for a increase in the base offense level of 4;

(c) There is no agreement between the parties regarding the specific loss resulting from defendant's offense and relevant conduct, nevertheless the parties agree that the loss is between \$400,000 and \$2.5 million and each party will present evidence and argument to the Court as to where the loss falls within that range; that is, the defendant agrees that the loss is at least \$400,000 and the United States agrees that the loss is not more than \$2.5 million resulting in an increase in the base offense level of at least 14 but not more than 16 levels pursuant to USSG §2B1.1(H) or (I), respectively;

(d) There is no agreement between the parties regarding the application of USSG §3B1.3 for an abuse of a position of trust with a corresponding increase in the base offense level of 2.


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The United States and Ms. Mullins 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.** Ms. Mullins is aware that 18 U.S.C. § 3742 affords her the right to appeal the sentence imposed by the District Court. Nonetheless, Ms. Mullins knowingly and voluntarily waives her right to seek appellate review of any sentence of imprisonment or fine imposed by the District Court, or the manner in which the sentence was determined, on any other ground whatsoever including any ground set forth in 18 U.S.C. § 3742, so long as that sentence of imprisonment or fine is below or within the Sentencing Guideline range corresponding to adjusted offense level 29. The United States also waives its right to seek appellate review of any sentence of imprisonment or fine imposed by the District Court, or the manner in which the sentence was determined, on any other ground whatsoever including any ground set forth in 18 U.S.C. § 3742, so long as that sentence of imprisonment or fine is within or above the Sentencing Guideline range corresponding to adjusted offense level 22.

Ms. Mullins also knowingly and voluntarily waives the right to challenge her guilty plea and her 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.** Ms. Mullins 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


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Re: Pamela Mullins

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);
- (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 Ms. Mullins;
- (f) Advise the Court concerning the nature and extent of Ms. Mullins's cooperation; and
- (g) Address the Court regarding the issue of Ms. Mullins's acceptance of responsibility.

15. **VOIDING OF AGREEMENT.** If either the United States or Ms. Mullins 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 Ms. Mullins in this matter. There are no agreements, understandings or recommendations as to any other pending or future charges against Ms. Mullins in any Court other than the United States District Court for the Southern District of West Virginia.


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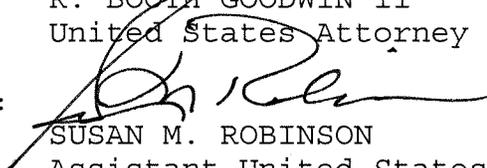
William S. Winfrey II
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Re: Pamela Mullins

Acknowledged and agreed to on behalf of the United States:

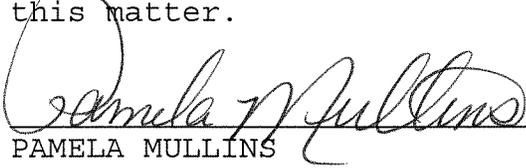
R. BOOTH GOODWIN II
United States Attorney

By:


SUSAN M. ROBINSON
Assistant United States Attorney

SMR/das

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 eight-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.


PAMELA MULLINS
Defendant

Aug 3 2010
Date Signed


WILLIAM S. WINFREY II
Counsel for Defendant

8/3/10
Date Signed


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initials

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
BLUEFIELD

UNITED STATES OF AMERICA

v.

CRIMINAL NO. _____

18 U.S.C. § 1344

18 U.S.C. § 2

PAMELA MULLINS

I N F O R M A T I O N

The United States Attorney Charges:

Introduction

1. At all relevant times, the N&W Poca Division Federal Credit Union was a financial institution located in Bluefield, West Virginia, the deposits of which were insured by the National Credit Union Administration through the National Credit Union Share Insurance Fund.

2. At all relevant times Defendant PAMELA MULLINS was an employee of the N&W Poca Division Federal Credit Union (hereinafter N&W Credit Union).

The Scheme

3. From in or about 2003 and continuing through August 2008, at or near Bluefield, Mercer County, West Virginia, within the Southern District of West Virginia and elsewhere, defendant PAMELA MULLINS and an individual known to the United States Attorney, aided and abetted by each other, did knowingly execute and attempt

PLEA AGREEMENT EXHIBIT A

to execute a scheme and artifice to defraud N&W Credit Union, which scheme involved misrepresentation and concealment of material facts.

Purpose of the Scheme

4. It was an object and a purpose of the scheme for defendant PAMELA MULLINS to unlawfully enrich herself and others.

Manner and Means for Carrying Out the Scheme

5. It was a part of the scheme that defendant PAMELA MULLINS, aided and abetted by an individual known to the United States, knowing created fictitious deposits into her account and accounts of others, including family members, by posting credits to the accounts and making it appear as if the credit union received funds to support the deposits when, in fact, no such funds had been received by N&W Credit Union.

6. It was further a part of the scheme that defendant PAMELA MULLINS, aided and abetted by an individual known to the United States, falsely recorded payments to her loan accounts and loan accounts of others, including family members, when, in fact, no such loan payments had been received by N&W Credit Union.

7. It was further a part of the scheme that defendant PAMELA MULLINS, aided and abetted by an individual known to the United States Attorney, manually issued checks on N&W Credit Union's account held at First Century Bank made payable to family members,

to defendant's creditors and for personal expenditures and which checks were not recorded in N&W Credit Union's general ledger.

8. It was further a part of the scheme that defendant PAMELA MULLINS, aided and abetted by an individual known to the United States, knowingly failed to post ACH transactions on her account and the accounts of others, including accounts of family members, knowing that there were insufficient funds in the accounts to cover the transaction amounts.

9. As a result of the aforesaid scheme, defendant PAMELA MULLINS unlawfully enriched herself and others.

All in violation of 18 United States Code Sections 1344 and 2.

UNITED STATES OF AMERICA

R. BOOTH GOODWIN II
United States Attorney

By:

SUSAN M. ROBINSON
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
BLUEFIELD

UNITED STATES OF AMERICA

v.

CRIMINAL NO.

PAMELA MULLINS

STIPULATION OF FACTS

The United States and defendant Pamela Mullins ("Ms. Mullins") stipulate and agree that the facts comprising the offenses set forth in the Information include the following facts. The United States and Ms. Mullins also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this case proceeded to trial.

1. Ms. Mullins was an employee of N&W Poca Division Federal Credit Union ("N&W Credit Union") beginning in 2001 on a part time basis and from 2003 to late August 2008 in a full time position. During her employment with N&W Credit Union, Mullins was involved in the loan application process and engaged in general teller duties, among others.

2. Ms. Mullins had knowledge of the login identification and password information for each of the three computers at N&W Credit Union consisting of her own and the computers assigned to the other two employees.

PLEA AGREEMENT EXHIBIT B

3. Ms. Mullins had personal checking, saving and loan accounts at N&W Credit Union.

4. Beginning in or about 2003, Ms. Mullins began making fictitious deposits into her checking account, that is, Ms. Mullins posted deposits to her checking account to increase the balance of her account and therefore, the money available to her without supporting those deposits with actual checks or cash to N&W Credit Union. In posting the money to these accounts, Ms. Mullins falsified the books and records of N&W Credit Union by making it appear on most occasions as if a check had been received by N&W Credit Union.

5. After posting fictitious deposits to her account, Ms. Mullins used the funds to pay personal expenses.

6. Ms. Mullins additionally posted fictitious payments to loan accounts she had in her name at N&W Credit Union, thereby reducing the amount of money she owed to the N&W Credit Union on the loan accounts without making an actual payment to N&W Credit Union.

7. During the course of the scheme, Ms. Mullins additionally posted fictitious deposits to accounts, both checking and loan accounts, of other N&W Credit Union members who were primarily her family members.

PLEA AGREEMENT EXHIBIT B

8. During the course of the scheme, Ms. Mullins additionally made fictitious deposits to an account at N&W Credit Union to reduce Ms. Mullins' debt to the account holder.

9. During the course of the scheme, Ms. Mullins manually created checks written on the N&W Credit Union's account maintained at First Century Bank which were not recorded in the general ledger of N&W Credit Union. Some of these checks were made payable to third parties to pay for credit cards or other personal expenses of Ms. Mullins and others were made payable to Ms. Mullins or family members. In creating the manual checks Ms. Mullins acted with the assistance and knowledge of another individual known to the United States who signed the aforementioned checks on behalf of N&W Credit Union. Ms. Mullins also signed manual checks on behalf of N&W Credit Union at the request of and for the benefit of the individual known to the United States.

10. During the course of the scheme, Ms. Mullins made purchases and paid expenses by ACH transactions with the knowledge that she did not have sufficient funds to cover the expenses in her accounts at the credit union and with the knowledge that the ACH transactions would not be posted to her account.

11. During the course of the scheme, members of Ms. Mullins' family made purchases and paid expenses through ACH transactions with Ms. Mullins' full knowledge that there were insufficient funds

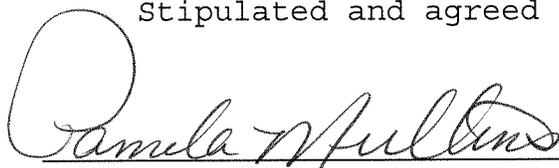
in those accounts to cover the transactions and that the ACH transactions were not posted to the accounts.

12. Ms. Mullins had knowledge of and assisted another individual known to the United States in committing similar acts of fraud against N&W Credit Union and in covering up the scheme.

13. N&W Credit Union had deposits insured by the National Credit Union Administration.

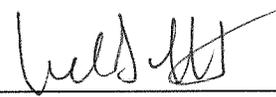
This Statement of Facts does not contain each and every fact known to Ms. Mullins and to the United States concerning her involvement and the involvement of others in the charges set forth in the information, and is set forth for the limited purpose of establishing a factual basis for the defendant's guilty plea.

Stipulated and agreed to:



PAMELA MULLINS
Defendant

Aug 3, 2010
Date



WILLIAM S. WINFREY II
Counsel for Defendant

8/3/10
Date



SUSAN M. ROBINSON
Assistant United States Attorney

8-3-10
Date

PLEA AGREEMENT EXHIBIT B