

DISTRICT ATTORNEY

OF THE

COUNTY OF NEW YORK

ONE HOGAN PLACE

New York, N. Y. 10013

(212) 335-9000



CYRUS R. VANCE, JR.
DISTRICT ATTORNEY

May 12, 2016

Paul Shechtman, Esq.
Bracewell
1251 Avenue of the Americas
49th Floor
New York, New York
10020-1100

Re: People v. Carey Vaughn Brown, IND # 2687/2014

Dear Mr. Shechtman:

You have indicated that your client, Carey Vaughn Brown is willing to accept responsibility for his criminal conduct and plead guilty under the terms of this agreement (“Agreement”), to resolve all aspects of the investigation resulting in the above-captioned indictment. This letter will set forth the terms and conditions of the agreement between the New York County District Attorney’s Office (“District Attorney”) and Carey Vaughn Brown (“Defendant Brown”). There are no other terms, conditions or promises other than those set forth in this agreement.

The District Attorney and your client, Carey Vaughn Brown, with your advice, therefore agree as follows:

1. On August 12, 2014, Defendant Brown was charged via New York County Indictment No. 2687/2014 with one (1) count of Conspiracy in the Fourth Degree, in violation of Penal Law § 105.10(1), a class E felony, and thirty-eight (38) counts Criminal Usury in the First Degree, in violation of Penal Law § 190.42, a class C felony.

2. On May 12, 2016, Defendant Brown will plead guilty to one (1) count of the class C felony of Criminal Usury in the First Degree, in violation of Penal Law § 190.42. At the time of his plea and allocution, Defendant Brown specifically will waive, and hereby waives, all defenses, and any claims or protections with relation to his plea before the Supreme Court arising out of any federal or state double jeopardy right, statute of limitations right, speedy trial right, speedy sentence right, geographical jurisdiction right, or venue right.

3. At the time of his plea and allocution, Defendant Brown will waive, in writing, all rights to appeal or review his conviction. Defendant will execute a written waiver

of his right to appeal this conviction. This knowing and voluntary waiver of the right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that Defendant Brown is receiving. Defendant Brown understands that his waiver of his appellate rights is separate and distinct from the automatic forfeiture of certain rights by virtue of pleading guilty. At the time of Defendant Brown's plea, this Agreement shall be made part of the record of the proceedings and the parties will request the Court's approval of the Agreement. This Agreement will become effective only upon the Court's approval.

4. Upon the entry of his guilty plea, Defendant Brown will allocute under oath to the following facts:

[SEE ATTACHED ALLOCUTION]

5. Sentence: The maximum jail sentence that can legally be imposed on a plea of Criminal Usury in the First Degree in violation of Penal Law § 190.42, is 5 to 15 years in prison. The District Attorney will recommend that Carey Vaughn Brown be sentenced to a three-year conditional discharge with the specific conditions that:

- (i) Carey Vaughn Brown will forfeit to the District Attorney a total of nine million dollars (\$9M) to be placed in a Forfeiture Account and held by the District Attorney, and execute the attached Forfeiture Stipulation; and
- (ii) The total nine million dollars (\$9M) forfeited by Defendant Brown shall be paid on the following schedule: three million dollars (\$3M) at the time of the Defendant's plea, with the remaining six million dollars (\$6M) to be paid by the date of sentencing; and
- (iii) Of the total nine million dollar (\$9M) forfeiture amount payable to the District Attorney, Defendant Brown will receive credit for up to four million dollars (\$4M) civil forfeiture paid to the United States Attorney's Office for the Eastern District of Tennessee. In order to receive such credit, defendant Brown must supply the District Attorney with proof of payment (e.g., receipts, cancelled checks, wire transfer records, bank account records, etc.); and
- (iv) The District Attorney shall use the forfeited funds to compensate verified claimants who were victimized by Brown's crimes, in accordance with the Brown Payday Loan Compensation Plan outlined in the Forfeiture Agreement. Brown shall cooperate with the District Attorney in identifying victims of his crime and in the administration of the Plan, and shall consent to an ex parte application by the District Attorney to the court for approval of funds to verified claimants; and
- (v) Defendant Brown shall perform 250 hours of community service.

6. If Defendant Brown fully complies with this Agreement, his plea and sentence under the terms of this Agreement will be in full satisfaction of all charges and matters against Defendant Brown under investigation by this office.

7. The District Attorney will be the sole arbiter of whether Defendant Brown has violated this agreement.

8. If the District Attorney finds that Defendant Brown has violated this Agreement in any way:

- a. The District Attorney's sentencing recommendations under paragraph 5 will be rescinded; and
- b. Defendant Brown will be sentenced to a period of 2 to 6 years incarceration on his plea to Criminal Usury in the First Degree in violation of Penal Law § 190.42.

9. Defendant Brown agrees that he will not make any public statements contradicting or denying the conduct revealed in this investigation and the facts underlying these charges as stated in Defendant Brown's Allocution. Nothing herein shall affect Carey Vaughn Brown's ability to respond truthfully to questions if called to testify or to speak with law enforcement.

10. This agreement is limited to the New York County District Attorney's Office and cannot bind other government agencies or courts.

11. This Agreement is subject to the Court's approval, and is conditioned upon the Court's acceptance of the agreement. In the event that the Court does not approve this Agreement, nothing in this Agreement may be used against Defendant Brown in connection with any prosecution or proceeding.

12. This agreement embodies the entire agreement between the parties and cannot be modified except in a writing signed by all parties to the agreement.

Respectfully,

Julieta V. Lozano, Esq.
Assistant District Attorney

AGREED TO:

Carey Vaughn Brown

Paul Shechtman, Esq.

APPROVED BY:

Justice Neil Ross