



# ROSENBERG | MARTIN | GREENBERG, LLP

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June 12, 2009

## VIA HAND-DELIVERY

Michael McDonough, Esquire  
Office of the State Prosecutor of Maryland  
300 East Joppa Road, Suite 410  
Towson, Maryland 21286 – 3152

Hand Delivery  
JUN 12 PM 1:38  
2009

Re: *State v. Ronald Holt Lipscomb*  
Criminal Number 109007008

Dear Mike:

Enclosed please find the original Plea Agreement.

Very truly yours,

Steven F. Wrobel

SFW/camb  
Enclosure

ND: 4816-2877-3379, v. 1

## PLEA AGREEMENT

**IT IS HEREBY AGREED**, by and between the State of Maryland by Robert A. Rohrbaugh, State Prosecutor, and Thomas M. McDonough, Deputy State Prosecutor; and Ronald Holt Lipscomb and his attorneys, Gerard P. Martin, Esquire and Steven F. Wrobel, Esquire as follows:

1. Ronald Holt Lipscomb is currently charged in case number 109008007, filed in the Circuit Court for Baltimore City, with a single count of bribery in violation of Criminal Law Article, § 9-201. That case is presently scheduled for trial on June 22, 2009.

2. On or before June 22, 2009, a criminal information charging Ronald Holt Lipscomb with conspiracy (with John Paterakis and Helen Holton) to violate the campaign finance laws of the State of Maryland, the objects of the conspiracy being to exceed the campaign finance limits, in violation of the Election Law Article, §§ 13-226 and 13-603, and to conduct campaign finance activity other for an election other than through a campaign finance entity in violation of Election Law Article, § 13-202 and 13-603 will be filed by the Office of the Maryland State Prosecutor.

3. Ronald Holt Lipscomb will waive his Constitutional and other rights including any right he may have to a preliminary hearing, and enter a plea of guilty to the charge of conspiracy to violate the campaign finance laws. The penalty for this offense is imprisonment for not more than one (1) year and a fine not exceeding \$25,000.00.

4. After the court has accepted the defendant's plea of guilty, the State will enter a nolle prosequi to criminal indictment number 109008007.

5. Disposition and sentencing shall be continued for not more than 120 days. The State will not object to the release of Mr. Lipscomb on his own recognizance pending sentencing.

6. Defendant agrees that he will cooperate fully with State by providing truthful and complete information concerning his activities and those of others of which he has knowledge when and as the State may require, including at any trial or grand jury.

7. In return for Defendant's plea of guilty as set forth above, and his full, complete and continuing cooperation in the investigation and prosecution of others concerning whom he has knowledge or evidence:

a. The State will not charge Ronald Holt Lipscomb with any other offenses within the jurisdiction of the State Prosecutor committed prior to the date of this agreement based upon facts and information that he has fully and truthfully disclosed, or, during the course of his continuing cooperation, does fully and truthfully disclose pursuant to this agreement, or facts and information of which the State has actual knowledge at the time that this agreement is executed. This agreement not to charge extends to Mr. Lipscomb personally, Doracon Contracting, Inc., Doracon Contracting of D.C., Inc. and the following affiliated entities in which Mr. Lipscomb holds a controlling interest :

6th Street, LLC  
301 East Lombard Street, LLC  
3500 East Biddle Street, LLC  
Arizona Crossings, LLC  
Dart Consulting, LLC  
Doracon Development, LLC  
Doracon 6th Street, LLC  
CIGM Waterview Avenue, LLC  
Waterview Avenue, LLC  
Doracon Vistas, LLC  
Doracon Claremont, LLC  
Doracon Development of Puerto Rico, LLC

Doracon Uplands Rental, LLC  
Harbor East Parcel D-Doracon, LLC  
Harbor East Parcel D-Doracon Management, LLC  
Lambda Biotech, LLC  
Lambda Development 2101, LLC  
RHL Development, LLC  
RHL Waterview Avenue, LLC  
RHL Arizona Crossings, LLC  
RHL Strathdale, LLC  
R-J Development Uplands, LLC  
The Homes at Arizona Crossing, LLC

This agreement not to charge also extends to employees of Doracon Contracting, Inc., Doracon Contracting of D.C., Inc., and Doracon Development, LLC, but only to the extent that the State has, at the time of this agreement, actual knowledge of the facts and information on which any such charge is based and/or to the extent that the State becomes aware of such offenses through the cooperation of Mr. Lipscomb.

b. The State and the Defendant agree to the following sentence:

i. Ronald Holt Lipscomb will be sentenced to incarceration for a term of one (1) year, said sentence to be suspended in full, and that defendant shall continue on probation following sentencing for a period of one (1) year. The maximum fine of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) shall be imposed.

ii. The Defendant will pay the maximum fine of \$25,000.00 by certified funds or a check drawn on counsel's client trust fund account on or before the date of sentencing. In the event the fine is not paid on or before the date of sentencing, or the defendant is otherwise in breach of this agreement at the time of sentencing, the State shall be relieved of its obligations under this agreement and may recommend any sentence up to

and including the maximum of one (1) year imprisonment and a \$25,000.00 fine.

iii. The Defendant shall complete 100 hours of community service in Baltimore City. Mr. Lipscomb can begin completing his community service hours at any time after the plea has been accepted, and any hours completed prior to sentencing will be reduced from the 100 hour total required under this agreement.

iv. At such time as Ronald Holt Lipscomb has completed his community service obligations under this agreement, and the payment of the fine, the State will not oppose termination of his probation and modification of the sentence to a sentence of probation before judgment.

8. Except in the event of a breach of this agreement and in connection with his plea of guilty under this agreement, the State will not use the testimony and information truthfully disclosed by the Defendant pursuant to this agreement against him in any other proceeding.

9. Providing materially false or incomplete information or failure to provide information or to testify fully and truthfully to all material matters at such times and places as requested by the State shall constitute a breach of this agreement. In the event of a breach of this agreement by the Defendant, the State shall be released from all of its obligations hereunder, including any restriction on the use of the statements and information provided by the Defendant under this agreement.

10. Should a dispute arise, the court shall determine whether the Defendant has breached this agreement in an appropriate proceeding at which it shall be the burden of the State to establish Defendant's breach by a preponderance of the evidence.

11. In the event of a breach by the Defendant, Defendant expressly agrees that he shall not be permitted to withdraw his plea of guilty solely because the State is released from its obligations hereunder. However, in the event that the Defendant is permitted to withdraw his guilty plea for any reason, the State shall be permitted to use any and all statements made by the Defendant against him in any proceedings.

12. Except as otherwise provided herein, the Defendant specifically waives all post-conviction motions, including the filing of any motions to stay the execution of the sentence, for reconsideration or review by a panel, all appeals and all Public Information Act requests.

13. No provision of this agreement is binding unless and until executed by all of the parties hereto.

Date: 6/16/09



Robert A. Rohrbaugh  
State Prosecutor

Date: 6/12/09



Thomas M. McDonough  
Deputy State Prosecutor

I, **Ronald Holt Lipscomb** have read the foregoing Plea Agreement and reviewed its terms with my attorneys, Gerard P. Martin, Esquire and Steven F. Wrobel, Esquire. I thoroughly understand the terms of the agreement and freely and voluntarily agree to its terms.


Date: 6/11/09




Ronald Holt Lipscomb

We, **Gerard P. Martin, Esquire** and **Steven F. Wrobel, Esquire**, are attorneys for Ronald Holt Lipscomb. We certify that we have thoroughly reviewed the terms of the foregoing Plea Agreement with our client. To the best of our knowledge, his decision to enter into this plea agreement is made freely and voluntarily with full understanding of its terms.

Date: 6/11/09

  
Gerard P. Martin, Esquire  
Attorney for Ronald Holt Lipscomb

Date: 6/11/09

  
Steven F. Wrobel, Esquire  
Attorney for Ronald Holt Lipscomb