

IN THE DISTRICT COURT OF CANADIAN COUNTY  
STATE OF OKLAHOMA

FILED  
MARIE HIRST COURT CLERK  
CANADIAN COUNTY, OKLAHOMA

DEC 19 2018

BY \_\_\_\_\_  
DEPUTY

STATE OF OKLAHOMA, )  
 )  
 PLAINTIFF, )  
 )  
 vs. )  
 )  
 Ryan T. Tate )  
 [REDACTED] )  
 )  
 DEFENDANTS. )

Case No. CF-2017-387

PLEA AGREEMENT

That the defendant is currently charged in Canadian County District Court case No. CF-2017-387, as follows:

<u>Count No.</u>	<u>Charge</u>	<u>O.S.A.</u>	<u>Level of Crime</u>
COUNT 1:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 2:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 3:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 4:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 5:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 6:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 7:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 8:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 9:	EMBEZZLEMENT	21 O.S. § 1451	(MISDEMEANOR)

Defendant's Initials RT

COUNT 10:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 11:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 12:	EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 13:	EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 14:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 15:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 16:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 17:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 18:	EMBEZZLEMENT	21 O.S. § 1451	(MISDEMEANOR)
COUNT 19:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 20:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 21:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 22:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 23:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 24:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 25:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 26:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 27:	EMBEZZLEMENT	21 O.S. § 1451	(MISDEMEANOR)
COUNT 28:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)

Defendant's Initials



COUNT 29:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 30:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 31:	EMBEZZLEMENT	21 O.S. § 1451	(MISDEMEANOR)
COUNT 32:	EMBEZZLEMENT	21 O.S. § 1451	(MISDEMEANOR)
COUNT 33:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 34:	ATTEMPTED EXTORTION	21 O.S. § 1482	(FELONY)
COUNT 35:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 36:	ATTEMPTED EXTORTION	21 O.S. § 1482	(FELONY)
COUNT 37:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 38:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 39:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 40:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 41:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 42:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 43:	CONSPIRACY	21 O.S. § 421	(FELONY)
COUNT 44:	PATTERN OF RACKETEERING ACTIVITY	22 O.S. § 1403	(FELONY)

That it is jointly agreed by the Defendant and the Oklahoma Attorney General as follows:

1. That in exchange for defendant's waiver and plea, the State will amend Count 44 of the First Amended Information from, "Pattern of Racketeering Activity", a

Defendant's Initials



- violation of 22 O. S. § 1403, to “Engaging in a Pattern of Criminal Offences”, a violation of 21 O. S. § 425;
2. That the defendant will waive his Preliminary Hearing, enter a plea of Guilty/No Contest to each Count of the First Amended Information as filed herein and amended pursuant to this Plea Agreement, and provide a factual basis for the alleged offense(s) and/or proffer and stipulate to the supporting affidavit;
  3. That at the time of sentencing the parties will jointly recommend that the defendant be sentenced as follows:

COUNT 1:  
FELONY EMBEZZLEMENT of more than \$25,000;  
in violation of 21 O.S. § 1451, the Defendant shall serve Ten (10) Years in the custody of the Oklahoma Department of Corrections;

COUNT 43:  
CONSPIRACY;  
in violation of 21 O.S. § 421, the Defendant shall serve Ten (10) Years in the custody of the Oklahoma Department of Corrections, CONSECUTIVE to the Defendant’s sentence in Count 1 herein;

COUNT 2:  
ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant’s sentence in Count 1 herein;

COUNT 3:  
EMBEZZLEMENT of more than \$500 but less than \$1000;  
in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in the custody of the Canadian County Jail, Concurrent to the Defendant’s sentence in Count 1 herein;

COUNT 4:  
ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant’s sentence in Count 1 herein;

COUNT 5:  
FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000;  
in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant’s sentence in Count 1 herein;

COUNT 6:  
ATTEMPTED EXTORTION BY THREAT;

Defendant’s Initials



in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 7:

EMBEZZLEMENT of more than \$500 but less than \$1000;  
in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in the custody of the Canadian County Jail, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 8:

ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 9:

EMBEZZLEMENT of more than \$500 but less than \$1000;  
in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in the custody of the Canadian County Jail, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 10:

ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 11:

ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 12:

EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 13:

EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

Defendant's Initials



COUNT 14:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 15:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 16:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 17:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 18:

EMBEZZLEMENT of less than \$500; in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in the custody of the Canadian County Jail, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 19:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 20:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 21:

ATTEMPTED EXTORTION BY THREAT;

Defendant's Initials



in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 22:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 23:

ATTEMPTED EXTORTION BY THREAT;

in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 24:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 25:

ATTEMPTED EXTORTION BY THREAT;

in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 26:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 27:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 28:

ATTEMPTED EXTORTION BY THREAT;

in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

Defendant's Initials



COUNT 29:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 30:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 31:

EMBEZZLEMENT of less than \$500; in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in the custody of the Canadian County Jail, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 32:

EMBEZZLEMENT of less than \$500; in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in the custody of the Canadian County Jail, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 33:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 34:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 35:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 36:

ATTEMPTED EXTORTION BY THREAT;

Defendant's Initials 

in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 37:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 38:

ATTEMPTED EXTORTION BY THREAT;

in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 39:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 40:

ATTEMPTED EXTORTION BY THREAT;

in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 41:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 42:

ATTEMPTED EXTORTION BY THREAT;

in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 44:

ENGAGING IN A PATTERN OF CRIMINAL OFFENSES;

in violation of 21 O.S. § 425, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

Defendant's Initials



4. A. That the Defendant agrees to be jointly and severally liable with his Co-Defendant, Richard R. Tate, Jr., for the payment of the Total Restitution Amount as agreed herein.

The Defendant agrees that the Total Restitution Amount as of December 17, 2018 is EIGHT HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED NINETY-FIVE and 22/100 DOLLARS (\$825,895.22), to be paid in the following manner, to-wit:

The Defendant will immediately, upon execution and filing of this Plea Agreement, cause to be paid from the trust funds of his attorneys the amount of ONE HUNDRED NINE THOUSAND and 00/100 DOLLARS (\$109,000.00) to the Tate Victim Restitution Account, c/o Oklahoma Attorney General Consumer Protection Unit. Subsequently, on the first day of February, 2019, and on the first day of each month thereafter, until the Total Restitution Amount is paid in full, the Defendant agrees he is jointly and severally responsible with Richard R. Tate, Jr., his Co-Defendant, to pay the amount of THREE THOUSAND and 00/100 DOLLARS (\$3,000.00) ("Monthly Restitution Payment") to the Tate Victim Restitution Account, c/o Oklahoma Attorney General Consumer Protection Unit.

B. That the Defendant agrees that the Total Restitution Amount balance, as of December 5, 2018, may be adjusted upward from time to time until July 1, 2019, if the Office of the Oklahoma Attorney General, in its sole judgement, determines that satisfactory documentation has been received which supports additional monetary loss by a victim or victims of the Defendant, between the date of this agreement and July 1, 2019. The Defendant and the Oklahoma Attorney General agree that the Total Restitution Amount balance as of July 1, 2019, will be the final Total Restitution Amount balance for the purposes of this Plea Agreement.

C. The Defendant further agrees to pay additional lump sum restitution payments from time to time, as the Defendant's and his Co-Defendant's finances justify based upon the following criteria, to-wit:

In addition to the Monthly Restitution Payment of \$3000.00 described in paragraph "A" above, the Defendant and his Co-Defendant are jointly and severally, required to pay to the Tate Victim Restitution Account, an "Additional Lump Sum Payment", on or before the 15<sup>th</sup> day of the month following any month, in which the Defendant's and his Co-Defendant's "Combined Monthly Gross Income" (as defined by 26 U.S. Code § 61) exceeded \$8,333.00. The "Additional Lump Sum Payment" will be equal to 50% of the amount the Defendant's and his Co-defendant's "Combined Monthly Gross Income", for the previous month, exceeded \$8,333.00. A copy of 26 U.S. Code § 61 is attached hereto as "Exhibit C".

D. The Defendant further agrees to provide the following financial information during the entire term of his probation, to-wit:

1. Monthly:

By the 15<sup>th</sup> of month, copies of these previous month documents:

- a. The Defendant's monthly pay stubs, a reconciliation of all income derived from any flea market, auction or online auction services; and

Defendant's Initials



b. The Defendant's monthly statements for every checking, savings, money market accounts, including but not limited to, Social Security statements, annuity statements, pension distribution statements, investment statements, court ordered award statement, severance statement, bonus or incentive statements or any other document of income statement, from whatever source derived, owned personally by the Defendant or by any entity which the Defendant has any interest in, whatsoever.

2. Annually:

By the 15<sup>th</sup> day of February:

- a. Copies of all Defendant's W-2s and 1099s.

By the 1<sup>st</sup> day of May:

- a. Copies of the annual federal and state tax returns for Tate Publishing and Enterprises, LLC and Tate Music Group, LLC; and any other corporation, limited liability company, partnership or any other entity of any type or kind in which the Defendant owns any interest of any kind, equitable or otherwise;

By the 1<sup>st</sup> day of June:

- a. Copies of the annual state and federal tax returns of the Defendant and his spouse, including all schedules and exhibits filed with the returns.

3. Ongoing during the probation term;

Copies of the address and real estate description for all real property owned, purchased or sold by the Defendant, including any interest in real property owned by any entity which the Defendant has an ownership interest in.

5. That the parties will jointly recommend the Defendant's prison sentences be suspended for a period of not less than Twenty (20) Years. Further, that the suspension of the Defendant's prison sentences be expressly conditional upon the Defendant's compliance with the Rules and Conditions of his Supervised Probation Order as attached hereto and made a part hereof as Exhibit A, which will be presented to the District Judge for approval at the Defendant's sentencing herein.
6. Further, that the suspension of the Defendant's prison sentences be expressly conditional upon the Defendant's compliance with the Summary of Restitution Payments as ordered, which is attached hereto and made a part hereof as Exhibit B, which will be presented to the District Judge for approval at the Defendant's sentencing herein.
7. That the Defendant's term of probation will be supervised by the Oklahoma Attorney General's Office Consumer Protection Unit staff. The Supervision of the Defendant's probation may be terminated upon payment in full of the restitution amounts set out herein.

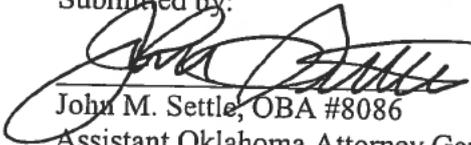
Defendant's Initials

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8. That in addition to the underlying prison and probation sentences, and the payment of restitution pursuant to the attached Exhibit B, the defendant shall be liable for court costs and booking fees;
9. That the Defendant agrees any and all contractual agreements between Tate Publishing authors and TMG artists are hereby terminated. Tate Publishing and TMG release all interests in, and rights to, publication or distribution of any previous respective authors' and artists' projects, including, but not limited to, manuscripts, notes, books, audiobooks, artworks, music, and videos, and/or any other type of property claimed by those previous respective authors and artists.
10. That the defendant agrees to immediately release and provide all computers and computer servers in the defendant's possession, which contain or may contain any files of previous respective authors and/or artists, to agents of the Oklahoma Attorney General's Office.
11. That the defendant should receive credit for all time served relative to this matter as allowed by law; and
12. That as a condition of this plea agreement the defendant herein waives his right to appeal his convictions and sentences herein.

Agreed and entered into this 19 day of Dec, 2018.

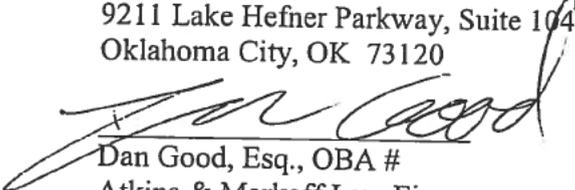
Submitted by:

  
John M. Settle, OBA #8086  
Assistant Oklahoma Attorney General  
313 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105

Approved by:

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S. Thomas Adler, II, Esq.  
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Oklahoma City, OK 73120

  
Dan Good, Esq., OBA #  
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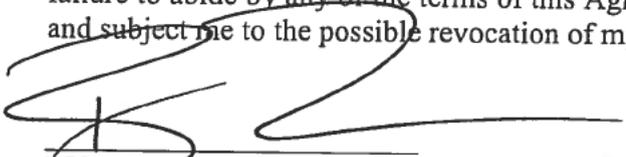
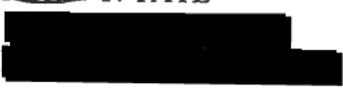
Attorneys for Defendant

Defendant's Initials 

I, Ryan T. Tate, have read and discussed this agreement with my attorney. My attorney has advised me of my right to a jury trial and my right to appeal which must be filed within ten (10) days of my sentencing. My attorney has also advised me that pursuant to this Plea Agreement, I have agreed to waive my right to appeal the convictions and sentences herein.

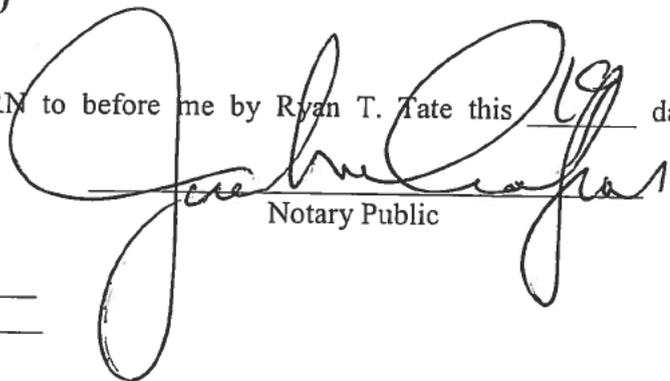
I understand that this agreement is not binding on the court, and by signing below, I affirm that I have not been threatened or coerced, nor have any promises been made to me to enter a plea other than what is set forth above.

I further hereby swear and affirm that I have disclosed to the Office of the Attorney General each and every asset of any kind or nature, including any interest in real property or mineral or royalty interests of any kind, automobiles or vehicles of any kind, and all monetary accounts, held in my name, either individually or jointly, or in the name of Tate Publishing and Enterprises, LLC and/or Tate Music Group, LLC; and any other corporation, limited liability company, partnership or any other entity of any type or kind, in which I own any interest of any kind, equitable or otherwise. I further agree that the term monetary account, as used in this subsection, includes, but is not limited to, checking accounts, savings accounts, money market accounts, investment accounts, certificate of deposit accounts, retirement accounts, mutual fund accounts, bond accounts, and any other financial account of any kind held at any bank, savings and loan, credit union, firm or any other type of financial institution. Further, I hereby agree to disclose to the Office of the Attorney General any other monetary account that is opened in my name, either individually or jointly, at any point in time subsequent to the signing of this Agreement. I also hereby agree to provide the Office of the Attorney General fifteen (15) days prior notice of my intention to close of any monetary account held in my name, either individually or jointly, regardless as to whether that monetary account currently exists at the time of the execution of this Agreement or is opened in the future. I understand and agree that the failure to abide by any of the terms of this Agreement will amount to a breach of this Agreement and subject me to the possible revocation of my probation term herein.

  
\_\_\_\_\_  
RYAN T. TATE  


STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )<sup>ss</sup>

DEC SUBSCRIBED AND SWORN to before me by Ryan T. Tate this 19 day of  
2018.

  
\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

Defendant's Initials RT

EXHIBIT

tabbiter

A

IN THE DISTRICT COURT OF CANADIAN COUNTY, STATE OF  
OKLAHOMA SUPPLEMENTAL ORDER OF THE COURT

DEFENDANT: RYAN T. TATE

CASE NO. CF - 2017 - 387

DATE OF SENTENCE 12/19/18

TYPE OF SENTENCE Suspended

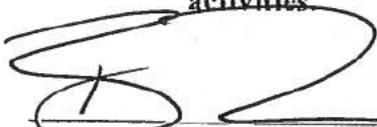
RULES AND CONDITIONS OF SUPERVISED  
PROBATION THROUGH THE OKLAHOMA  
ATTORNEY GENERAL'S OFFICE

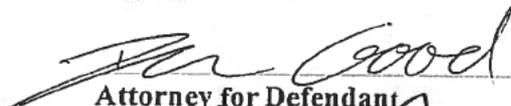
1. I will report by the 1st day of every month by calling (405) 521-6232 as directed by the Oklahoma Attorney General's Office.
2. I will not violate any city, state, federal, or tribal jurisdiction law and I will advise the Oklahoma Attorney General's Office within 72 hours of arrest by any law enforcement agency.
3. I will file a written request seeking permission to leave the State of Oklahoma, for any purpose, no less than 15 days prior to the date I plan to leave the State, with the Oklahoma Attorney General's Office, and I will not leave the State of Oklahoma, without the written consent of the Assistant Attorney General supervising my probation.
4. I will not illegally possess marijuana or any other illegal narcotic drug.
5. I will not associate with convicted felons.
6. I will not change my address without notifying the Oklahoma Attorney General.
7. I understand that I will be supervised unless released, in writing, by the Oklahoma Attorney General's Office or by order of the Court. I understand that the supervision of my probation may be terminated upon payment in full of the restitution amounts set out herein.
8. I will attempt to maintain legal and gainful employment and supply written verification. I will notify the Oklahoma Attorney General's Office within 72 hours if I change employment.
9. I will promptly and truthfully answer all inquiries for the Oklahoma Attorney General's Office, or other law enforcement personnel. I will carry out all lawful instructions they give me.
10. I agree to comply with all provisions of the Plea Agreement between me and the Office of Attorney General which is filed herein
11. I agree to pay all court costs, fines, miscellaneous costs, and any other accruing costs in this case.
12. I agree, jointly and severally with my Co-Defendant, Richard R. Tate, Jr., to pay on the first day of January, 2019, and on the first day of each month thereafter, until the total restitution amount is paid in full, the amount of **THREE THOUSAND and 00/100 DOLLARS (\$3,000.00)** ("Monthly Restitution Payment") to the Tate Victim Restitution Account, c/o Oklahoma Attorney General Consumer Protection Unit. In addition to the **Monthly Restitution Payment** of \$3000.00; I also agree, jointly and severally with my Co-Defendant, Richard R. Tate, Jr., to pay to the Tate Victim Restitution Account, an **Additional Lump Sum Payment, equal to 50% of the amount that our "Combined Monthly Gross Income", as defined by 26 U.S. Code § 61** ("Monthly Gross Income") exceeded \$8,333.00 for the previous month.
13. I also agree to pay a monthly probation fee of \$40.00 in the form of a money order or cashier's check made payable to the Oklahoma Attorney General's Office each month that I am under the supervision of the Oklahoma Attorney General's Office, with the first payment due on or before the first day of January, 2019.
14. I agree to submit a written completion report to the Oklahoma Attorney General's Office 45 days before the end of my probation period.
15. I understand that certain violations of these Rules or any provision of my Plea Agreement filed herein may result in the imposition of additional sanctions or revocation or acceleration of my sentence.

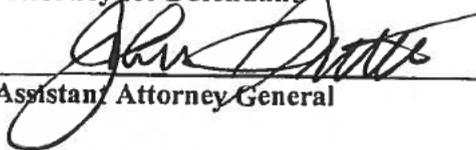
THE SAME APPLIES TO LEAVING THE COUNTRY

**SPECIAL CONDITIONS: (CHECK IF APPLICABLE)**

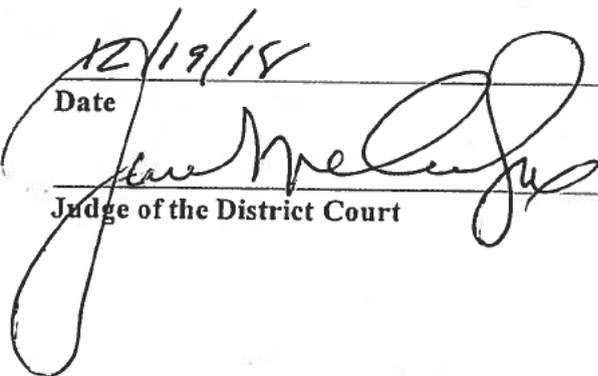
- A. Pay restitution per separate schedule.**
- B. Complete Fifty hours of community service each calendar year through December 31, 2023.**
- C. I will not possess or consume illegal narcotics nor visit places where they are dispensed, used, or sold. I will not abuse alcohol or any drug or substance. I will not go to casinos or gambling establishments or participate in organized gambling activities.**

  
\_\_\_\_\_  
Defendant

  
\_\_\_\_\_  
Attorney for Defendant

  
\_\_\_\_\_  
Assistant Attorney General

12/19/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Judge of the District Court

ATTN: Supervision Officer  
Office of the Oklahoma Attorney General  
313 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105  
405-522-3991



subject to further adjustment. The sufficiency of the documentation provided by additional victims to support such additional victims claimed loss will be determined by the Office of the Oklahoma Attorney General, Consumer Protection Unit.

**MONTHLY INSTALLMENT PAYMENTS**

The above-named defendant is jointly and severally with his Co-Defendant, Richard R. Tate, Jr., ordered to make restitution by installments by paying the amount of not less than THREE THOUSAND and no/100 DOLLARS (\$3,000.00), each month, beginning the 1<sup>st</sup> day of ~~January~~ <sup>FEBRUARY</sup>, 2019 and a similar payment of not less than THREE THOUSAND and no/100 DOLLARS (\$3,000.00), on or before the 1<sup>st</sup> day of each month thereafter, until the "Final Total Restitution Amount" as described above is satisfied. The Defendant is advised that with each restitution payment, he must add an extra \$1.00 payment as required by law.

**ADDITIONAL LUMP SUM PAYMENTS**

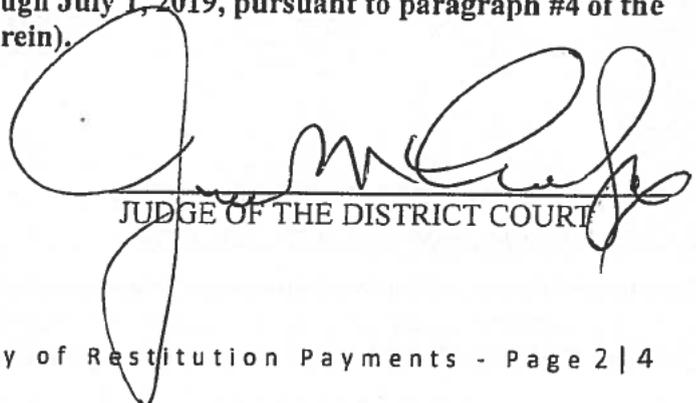
The Defendant further agrees to pay additional lump sum restitution payments from time to time, as the Defendant's and his Co-Defendant's finances justify, based upon the following criteria, to-wit:

In addition to the Monthly Restitution Payment of \$3000.00 described in paragraph "A" above, the Defendant and his Co-Defendant are jointly and severally, ordered to pay to the Tate Victim Restitution Account, an "Additional Lump Sum Payment", on or before the 15th day of the month following any month, in which the Defendant's and his Co-Defendant's "Combined Monthly Gross Income" (as defined by 26 U.S. Code § 61) exceeded \$8,333.00. The "Additional Lump Sum Payment" will be equal to 50% of the amount the Defendant's and his Co-defendant's "Combined Monthly Gross Income", for the previous month, exceeded \$8,333.00.

**RESTITUTION PAYMENTS ARE TO BE MADE TO: Office of the Oklahoma Attorney General, Consumer Protection Unit, 313 NE 21<sup>st</sup> Street, Oklahoma City, OK 73105.**

**See attached Schedule of Recipients:**

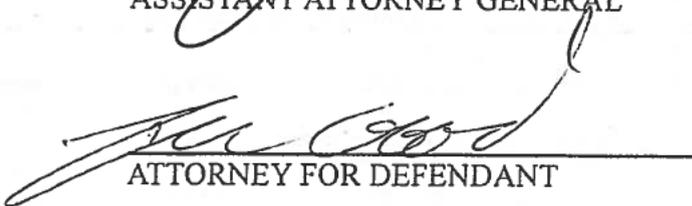
**(Note additional Recipients may be added through July 1, 2019, pursuant to paragraph #4 of the Plea Agreement executed by the Defendants herein).**

  
JUDGE OF THE DISTRICT COURT

Approved by:



ASSISTANT ATTORNEY GENERAL



ATTORNEY FOR DEFENDANT

I, the defendant in the case(s) listed above and my attorney have read the above and foregoing Summary of Restitution Payments, and state that it is a full and true statement, and that I approve this summary of restitution payments and do understand all parts thereof.



DEFENDANT

IN THE DISTRICT COURT OF CANADIAN COUNTY  
STATE OF OKLAHOMA

FILED  
MARIE HIRST COURT CLERK  
CANADIAN COUNTY, OKLAHOMA

DEC 19 2018

BY \_\_\_\_\_  
DEPUTY

STATE OF OKLAHOMA, )  
 )  
 PLAINTIFF, )  
 )  
 vs. )  
 )  
 Richard R. Tate, Jr. )  
 [REDACTED] )  
 [REDACTED] )  
 DEFENDANTS. )

Case No. CF-2017-388

PLEA AGREEMENT

That the defendant is currently charged in Canadian County District Court case No. CF-2017-388, as follows:

<u>Count No.</u>	<u>Charge</u>	<u>O.S.A.</u>	<u>Level of Crime</u>
COUNT 1:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 2:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 3:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 4:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 5:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 6:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 7:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 8:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 9:	EMBEZZLEMENT	21 O.S. § 1451	(MISDEMEANOR)

Defendant's Initials out

COUNT 10:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 11:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 12:	EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 13:	EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 14:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 15:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 16:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 17:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 18:	EMBEZZLEMENT	21 O.S. § 1451	(MISDEMEANOR)
COUNT 19:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 20:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 21:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 22:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 23:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 24:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 25:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 26:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 27:	EMBEZZLEMENT	21 O.S. § 1451	(MISDEMEANOR)
COUNT 28:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)

Defendant's Initials RT

COUNT 29:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 30:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 31:	EMBEZZLEMENT	21 O.S. § 1451	(MISDEMEANOR)
COUNT 32:	EMBEZZLEMENT	21 O.S. § 1451	(MISDEMEANOR)
COUNT 33:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 34:	ATTEMPTED EXTORTION	21 O.S. § 1482	(FELONY)
COUNT 35:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 36:	ATTEMPTED EXTORTION	21 O.S. § 1482	(FELONY)
COUNT 37:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 38:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 39:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 40:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 41:	EMBEZZLEMENT	21 O.S. § 1451	(FELONY)
COUNT 42:	ATTEMPTED EXTORTION BY THREAT	21 O.S. § 1482	(FELONY)
COUNT 43:	CONSPIRACY	21 O.S. § 421	(FELONY)
COUNT 44:	PATTERN OF RACKETEERING ACTIVITY	22 O.S. § 1403	(FELONY)

That it is jointly agreed by the Defendant and the Oklahoma Attorney General as follows:

1. That in exchange for defendant's waiver and plea, the State will amend Count 44 of the First Amended Information from, "Pattern of Racketeering Activity", a

Defendant's Initials

*RT*

- violation of 22 O. S. § 1403, to "Engaging in a Pattern of Criminal Offences", a violation of 21 O. S. § 425;
2. That the defendant will waive his Preliminary Hearing, enter a plea of Guilty/No Contest to each Count of the First Amended Information as filed herein and amended pursuant to this Plea Agreement, and provide a factual basis for the alleged offense(s) and/or proffer and stipulate to the supporting affidavit;
  3. That at the time of sentencing the parties will jointly recommend that the defendant be sentenced as follows:

COUNT 1:

FELONY EMBEZZLEMENT of more than \$25,000;  
in violation of 21 O.S. § 1451, the Defendant shall serve Ten (10) Years in the custody of the Oklahoma Department of Corrections;

COUNT 43:

CONSPIRACY;  
in violation of 21 O.S. § 421, the Defendant shall serve Ten (10) Years in the custody of the Oklahoma Department of Corrections, CONSECUTIVE to the Defendant's sentence in Count 1 herein;

COUNT 2:

ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 3:

EMBEZZLEMENT of more than \$500 but less than \$1000;  
in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in the custody of the Canadian County Jail, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 4:

ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 5:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000;  
in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 6:

ATTEMPTED EXTORTION BY THREAT;

Defendant's Initials 

in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 7:

EMBEZZLEMENT of more than \$500 but less than \$1000;  
in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in the custody of the Canadian County Jail, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 8:

ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 9:

EMBEZZLEMENT of more than \$500 but less than \$1000;  
in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in the custody of the Canadian County Jail, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 10:

ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 11:

ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 12:

EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 13:

EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

Defendant's Initials RT

COUNT 14:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 15:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 16:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 17:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 18:

EMBEZZLEMENT of less than \$500; in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in the custody of the Canadian County Jail, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 19:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 20:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 21:

ATTEMPTED EXTORTION BY THREAT;

Defendant's Initials

in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 22:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 23:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 24:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 25:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 26:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 27:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 28:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

Defendant's Initials

RT

COUNT 29:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000;  
in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in  
the custody of the Oklahoma Department of Corrections, Concurrent to  
the Defendant's sentence in Count 1 herein;

COUNT 30:

ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in  
the custody of the Oklahoma Department of Corrections, Concurrent to  
the Defendant's sentence in Count 1 herein;

COUNT 31:

EMBEZZLEMENT of less than \$500;  
in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in  
the custody of the Canadian County Jail, Concurrent to the Defendant's  
sentence in Count 1 herein;

COUNT 32:

EMBEZZLEMENT of less than \$500;  
in violation of 21 O.S. § 1482, the Defendant shall serve One (1) Year in  
the custody of the Canadian County Jail, Concurrent to the Defendant's  
sentence in Count 1 herein;

COUNT 33:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000;  
in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in  
the custody of the Oklahoma Department of Corrections, Concurrent to  
the Defendant's sentence in Count 1 herein;

COUNT 34:

ATTEMPTED EXTORTION BY THREAT;  
in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in  
the custody of the Oklahoma Department of Corrections, Concurrent to  
the Defendant's sentence in Count 1 herein;

COUNT 35:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000;  
in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in  
the custody of the Oklahoma Department of Corrections, Concurrent to  
the Defendant's sentence in Count 1 herein;

COUNT 36:

ATTEMPTED EXTORTION BY THREAT;

Defendant's Initials



in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 37:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 38:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 39:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 40:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 41:

FELONY EMBEZZLEMENT of more than \$1000 but less than \$25,000; in violation of 21 O.S. § 1482, the Defendant shall serve Five (5) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 42:

ATTEMPTED EXTORTION BY THREAT; in violation of 21 O.S. § 1482, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

COUNT 44:

ENGAGING IN A PATTERN OF CRIMINAL OFFENSES; in violation of 21 O.S. § 425, the Defendant shall serve Two (2) Years in the custody of the Oklahoma Department of Corrections, Concurrent to the Defendant's sentence in Count 1 herein;

Defendant's Initials 

4. A. That the Defendant agrees to be jointly and severally liable with his Co-Defendant, Ryan T. Tate, for the payment of the Total Restitution Amount as agreed herein.

The Defendant agrees that the Total Restitution Amount as of December 17, 2018 is EIGHT HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED NINETY-FIVE and 22/100 DOLLARS (\$825,895.22), to be paid in the following manner, to-wit:

The Defendant will immediately, upon execution and filing of this Plea Agreement, cause to be paid from the trust funds of his attorneys the amount of ONE HUNDRED NINE THOUSAND and 00/100 DOLLARS (\$109,000.00) to the Tate Victim Restitution Account, c/o Oklahoma Attorney General Consumer Protection Unit. Subsequently, on the first day of February, 2019, and on the first day of each month thereafter, until the Total Restitution Amount is paid in full, the Defendant agrees he is jointly and severally responsible with his Co-Defendant, Ryan T. Tate, to pay the amount of THREE THOUSAND and 00/100 DOLLARS (\$3,000.00) ("Monthly Restitution Payment") to the Tate Victim Restitution Account, c/o Oklahoma Attorney General Consumer Protection Unit.

B. That the Defendant agrees that the Total Restitution Amount balance, as of December 17, 2018, may be adjusted upward from time to time until July 1, 2019, if the Office of the Oklahoma Attorney General, in its sole judgement, determines that satisfactory documentation has been received which supports additional monetary loss by a victim or victims of the Defendants, between the date of this agreement and July 1, 2019. The Defendant and the Oklahoma Attorney General agree that the Total Restitution Amount balance as of July 1, 2019, will be the final Total Restitution Amount balance for the purposes of this Plea Agreement.

C. The Defendant further agrees to pay additional lump sum restitution payments from time to time, as the Defendant's and his Co-Defendant's finances justify based upon the following criteria, to-wit:

In addition to the Monthly Restitution Payment of \$3000.00 described in paragraph "A" above, the Defendant and his Co-Defendant are jointly and severally, required to pay to the Tate Victim Restitution Account, an "Additional Lump Sum Payment", on or before the 15<sup>th</sup> day of the month following any month, in which the Defendant's and his Co-Defendant's "Combined Monthly Gross Income" (as defined by 26 U.S. Code § 61) exceeded \$8,333.00. The "Additional Lump Sum Payment" will be equal to 50% of the amount the Defendant's and his Co-defendant's "Combined Monthly Gross Income", for the previous month, exceeded \$8,333.00. A copy of 26 U.S. Code § 61 is attached hereto as "Exhibit C".

D. The Defendant further agrees to provide the following financial information during the entire term of his probation, to-wit:

1. Monthly:

By the 15<sup>th</sup> of month, copies of these previous month documents:

- a. The Defendant's monthly pay stubs, a reconciliation of all income derived from any flea market, auction or online auction services; and

Defendant's Initials



b. The Defendant's monthly statements for every checking, savings, money market accounts, including but not limited to, Social Security statements, annuity statements, pension distribution statements, investment statements, court ordered award statement, severance statement, bonus or incentive statements or any other document of income statement, from whatever source derived, owned personally by the Defendant or by any entity which the Defendant has any interest in, whatsoever.

2. Annually:

By the 15<sup>th</sup> day of February:

- a. Copies of all Defendant's W-2s and 1099s.

By the 1<sup>st</sup> day of May:

- a. Copies of the annual federal and state tax returns for Tate Publishing and Enterprises, LLC and Tate Music Group, LLC; and any other corporation, limited liability company, partnership or any other entity of any type or kind in which the Defendant owns any interest of any kind, equitable or otherwise;

By the 1<sup>st</sup> day of June:

- a. Copies of the annual state and federal tax returns of the Defendant and his spouse, including all schedules and exhibits filed with the returns.

3. Ongoing during the probation term;

Copies of the address and real estate description for all real property owned, purchased or sold by the Defendant, including any interest in real property owned by any entity which the Defendant has an ownership interest in.

5. That the parties will jointly recommend the Defendant's prison sentences be suspended for a period of not less than Twenty (20) Years. Further, that the suspension of the Defendant's prison sentences be expressly conditional upon the Defendant's compliance with the Rules and Conditions of his Supervised Probation Order as attached hereto and made a part hereof as Exhibit A, which will be presented to the District Judge for approval at the Defendant's sentencing herein.
6. Further, that the suspension of the Defendant's prison sentences be expressly conditional upon the Defendant's compliance with the Summary of Restitution Payments as ordered, which is attached hereto and made a part hereof as Exhibit B, which will be presented to the District Judge for approval at the Defendant's sentencing herein.
7. That the Defendant's term of probation will be supervised by the Oklahoma Attorney General's Office Consumer Protection Unit staff. The Supervision of the Defendant's probation may be terminated upon payment in full of the restitution amounts set out herein.

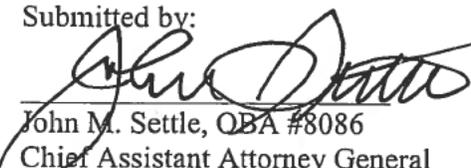
Defendant's Initials



8. That in addition to the underlying prison and probation sentences, and the payment of restitution pursuant to the attached Exhibit B, the defendant shall be liable for court costs and booking fees;
9. That the Defendant agrees any and all contractual agreements between Tate Publishing authors and TMG artists are hereby terminated. Tate Publishing and TMG release all interests in, and rights to, publication or distribution of any previous respective authors' and artists' projects, including, but not limited to, manuscripts, notes, books, audiobooks, artworks, music, and videos, and/or any other type of property claimed by those previous respective authors and artists.
10. That the defendant agrees to immediately release and provide all computers and computer servers in the defendant's possession, which contain or may contain any files of previous respective authors and/or artists, to agents of the Oklahoma Attorney General's Office.
11. That the defendant should receive credit for all time served relative to this matter as allowed by law; and
12. That as a condition of this plea agreement the defendant herein waives his right to appeal his convictions and sentences herein.

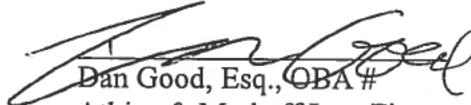
Agreed and entered into this 19 day of Dec, 2018.

Submitted by:

  
John M. Settle, OBA #8086  
Chief Assistant Attorney General  
313 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105

Approved by:

\_\_\_\_\_  
S. Thomas Adler, II, Esq.  
Atkins & Markoff Law Firm  
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Attorneys for Defendant

Defendant's Initials RT



IN THE DISTRICT COURT OF CANADIAN COUNTY, STATE OF  
OKLAHOMA SUPPLEMENTAL ORDER OF THE COURT

DEFENDANT: RICHARD R. TATE, JR.

CASE NO. CF - 2017 - 388

DATE OF SENTENCE 12/19/18

TYPE OF SENTENCE Suspended

RULES AND CONDITIONS OF SUPERVISED  
PROBATION THROUGH THE OKLAHOMA  
ATTORNEY GENERAL'S OFFICE

1. I will report by the 1st day of every month by calling (405) 521-6232 as directed by the Oklahoma Attorney General's Office.
2. I will not violate any city, state, federal, or tribal jurisdiction law and I will advise the Oklahoma Attorney General's Office within 72 hours of arrest by any law enforcement agency.
3. I will file a written request seeking permission to leave the State of Oklahoma, for any purpose, no less than 15 days prior to the date I plan to leave the State, with the Oklahoma Attorney General's Office, and I will not leave the State of Oklahoma, without the written consent of the Assistant Attorney General supervising my probation. *THE SAME APPLIES TO LEAVING THE COUNTRY.*
4. I will not illegally possess marijuana or any other illegal narcotic drug.
5. I will not associate with convicted felons.
6. I will not change my address without notifying the Oklahoma Attorney General.
7. I understand that I will be supervised unless released, in writing, by the Oklahoma Attorney General's Office or by order of the Court. I understand that the supervision of my probation may be terminated upon payment in full of the restitution amounts set out herein.
8. I will attempt to maintain legal and gainful employment and supply written verification. I will notify the Oklahoma Attorney General's Office within 72 hours if I change employment.
9. I will promptly and truthfully answer all inquiries for the Oklahoma Attorney General's Office, or other law enforcement personnel. I will carry out all lawful instructions they give me.
10. I agree to comply with all provisions of the Plea Agreement between me and the Office of Attorney General which is filed herein
11. I agree to pay all court costs, fines, miscellaneous costs, and any other accruing costs in this case.
12. I agree, jointly and severally with my Co-Defendant, Ryan T. Tate, to pay on the first day of January, 2019, and on the first day of each month thereafter, until the total restitution amount is paid in full, the amount of **THREE THOUSAND and 00/100 DOLLARS (\$3,000.00)** ("**Monthly Restitution Payment**") to the Tate Victim Restitution Account, c/o Oklahoma Attorney General Consumer Protection Unit. In addition to the **Monthly Restitution Payment** of \$3000.00: I also agree, jointly and severally with my Co-Defendant, Ryan T. Tate, to pay to the Tate Victim Restitution Account, an **Additional Lump Sum Payment, equal to 50% of the amount that our "Combined Monthly Gross Income", as defined by 26 U.S. Code § 61** ("**Monthly Gross Income**") exceeded \$8,333.00 for the previous month.
13. I also agree to pay a monthly probation fee of \$40.00 in the form of a money order or cashier's check made payable to the Oklahoma Attorney General's Office each month that I am under the supervision of the Oklahoma Attorney General's Office, with the first payment due on or before the first day of January, 2019.
14. I agree to submit a written completion report to the Oklahoma Attorney General's Office 45 days before the end of my probation period.
15. I understand that certain violations of these Rules or any provision of my Plea Agreement filed herein may result in the imposition of additional sanctions or revocation or acceleration of my sentence.

**SPECIAL CONDITIONS: (CHECK IF APPLICABLE)**

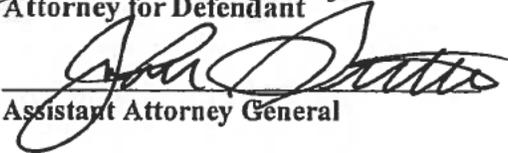
- A. Pay restitution per separate schedule.**
- B. Complete Fifty hours of community service each calendar year through December 31, 2023.**
- C. I will not possess or consume illegal narcotics nor visit places where they are dispensed, used, or sold. I will not abuse alcohol or any drug or substance. I will not go to casinos or gambling establishments or participate in organized gambling activities.**



Defendant



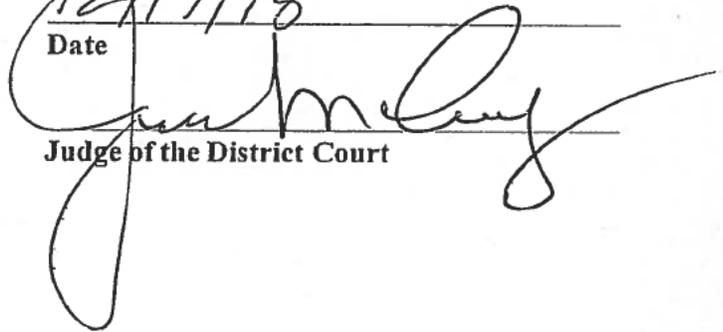
Attorney for Defendant



Assistant Attorney General

12/19/18

Date



Judge of the District Court

ATTN: Supervision Officer  
Office of the Oklahoma Attorney General  
313 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105  
405-522-3991



date will become the "Final Total Restitution Amount" which is not subject to further adjustment. The sufficiency of the documentation provided by additional victims to support such additional victims claimed loss will be determined by the Office of the Oklahoma Attorney General, Consumer Protection Unit.

**MONTHLY INSTALLMENT PAYMENTS**

The above-named defendant is jointly and severally with his Co-Defendant, Ryan T. Tate, ordered to make restitution by installments by paying the amount of not less than THREE THOUSAND and no/100 DOLLARS (\$3,000.00), each month, beginning the 1<sup>st</sup> day of ~~January~~<sup>FEBRUARY</sup>, 2019 and a similar payment of not less than THREE THOUSAND and no/100 DOLLARS (\$3,000.00). on or before the 1<sup>st</sup> day of each month thereafter, until the "Final Total Restitution Amount" as described above is satisfied. The Defendant is advised that with each restitution payment, he must add an extra \$1.00 payment as required by law.

**ADDITIONAL LUMP SUM PAYMENTS**

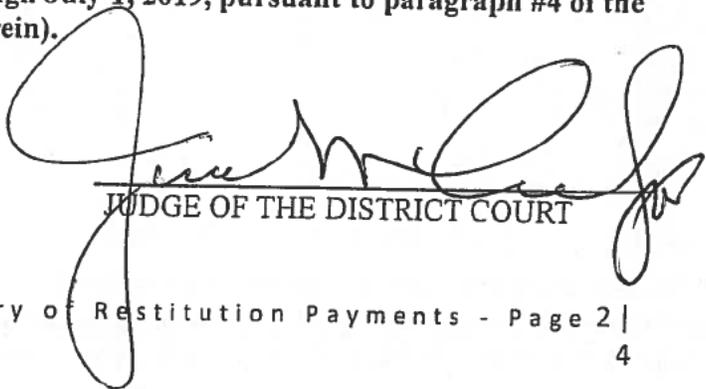
The Defendant further agrees to pay additional lump sum restitution payments from time to time, as the Defendant's and his Co-Defendant's finances justify, based upon the following criteria, to-wit:

In addition to the Monthly Restitution Payment of \$3000.00 described in paragraph "A" above, the Defendant and his Co-Defendant are jointly and severally, ordered to pay to the Tate Victim Restitution Account, an "Additional Lump Sum Payment", on or before the 15th day of the month following any month, in which the Defendant's and his Co-Defendant's "Combined Monthly Gross Income" (as defined by 26 U.S. Code § 61) exceeded \$8,333.00. The "Additional Lump Sum Payment" will be equal to 50% of the amount the Defendant's and his Co-defendant's "Combined Monthly Gross Income", for the previous month, exceeded \$8,333.00.

**RESTITUTION PAYMENTS ARE TO BE MADE TO: Office of the Oklahoma Attorney General, Consumer Protection Unit, 313 NE 21<sup>st</sup> Street, Oklahoma City, OK 73105.**

**See attached Schedule of Recipients:**

(Note additional Recipients may be added through July 1, 2019, pursuant to paragraph #4 of the Plea Agreement executed by the Defendants herein).

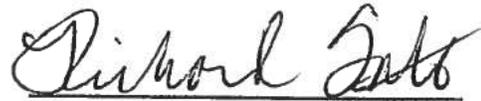
  
JUDGE OF THE DISTRICT COURT

Approved by:

  
ASSISTANT ATTORNEY GENERAL

  
ATTORNEY FOR DEFENDANT

I, the defendant in the case(s) listed above and my attorney have read the above and foregoing Summary of Restitution Payments, and state that it is a full and true statement, and that I approve this summary of restitution payments and do understand all parts thereof.

  
DEFENDANT