

State v. Eddie Tipton - Dane County Case No. 16-CF-2604

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

STATE OF IOWA, Plaintiff	:	CRIMINAL NOs. FECR289551
	:	FECR294192
vs.	:	
	:	MULTI-STATE PLEA AGREEMENT
EDDIE RAYMOND TIPTON, TOMMY BOYD TIPTON, Defendants	:	

A plea agreement by and between the States of Colorado, Iowa, Wisconsin and the Defendants, Eddie Raymond Tipton and Tommy Boyd Tipton, exists as follows:

1. **Eddie Tipton's Offenses, Sentences, and Restitution Owed:**

- a. **In Iowa:** Eddie Tipton will plead guilty to an Amended Trial Information containing one count of Ongoing Criminal Conduct (a Class B Felony). The State will recommend incarceration not to exceed 25 years. Defendant may recommend any legal sentence he desires. The sentence shall be run concurrent to Eddie Tipton's sentence in Wisconsin. With regard to the convictions pending before the Iowa Supreme Court, if those charges are not disposed of by being vacated and dismissed, then the State agrees those convictions will be vacated upon remand and dismissed with prejudice.
- b. **In Wisconsin:** Eddie Tipton will plead guilty to Counts 2 (Theft by Fraud, as party to a crime) and 3 (Computer Crime) as charged in the criminal complaint. The remaining counts will be dismissed and read-in for the purposes of sentencing. The parties will jointly recommend that the court impose 3-4 years of initial confinement and 5 years of extended supervision on Count 2, and 1.5 years initial confinement and 2 years extended

supervision on Count 3, to run concurrent to each other and concurrent to Eddie Tipton's sentence in Iowa. The State of Wisconsin agrees that Eddie Tipton may serve his Wisconsin sentence in the custody of the Iowa Department of Corrections where he will receive credit against both sentences and will provide assistance in facilitating Eddie Tipton's service of his sentence in Iowa upon entry of his pleas in both states.

c. **In Colorado:** As part of the terms of this agreement, Colorado will agree not to charge Eddie Tipton with any violations of Colorado law.

d. **Restitution:** Eddie Tipton agrees to repay \$2,222,863.60 in restitution, with interest as applied at Iowa's standard statutory rate. It is divided as follows:

i. \$1,137,980 for the Colorado Lottery, of that \$568,990 joint and several with Tommy Tipton, and with the remaining \$568,990 that is not joint and several with Tommy Tipton being the last restitution owing and to be collected under this agreement;

ii. \$644,478 for the Oklahoma Lottery, of that \$235,105 joint and several with Tommy Tipton;

iii. \$391,500 for the Wisconsin Lottery, and \$18,100 to the Wisconsin Department of Revenue; and

iv. \$30,805.60 for the Kansas Lottery, with a confession to a civil judgment under the Kansas False Claims Act.

2. **Tommy Tipton's Offenses, Sentences, and Restitution Owed:**

a. **In Iowa:** Tommy Tipton will plead guilty to a Second Amended Trial Information containing: Count 1: Conspiracy to Commit Theft in the First

Degree in violation of Iowa Code 706.1. (a Class D Felony); Count 2: Conspiracy to Commit Theft in the Fourth Degree in violation of Iowa Code 706.1, (a serious misdemeanor). The parties will agree to jointly recommend a sentence of 75 days incarceration on Tommy Tipton's misdemeanor charge and a deferred judgment on Tommy Tipton's felony charge. Tommy Tipton's period of probation on his felony charge shall be served concurrently with his time of incarceration on the misdemeanor, and upon discharge the Defendant's record will be expunged. The State of Iowa and Tommy Tipton agree to use their best efforts to arrange for Tommy Tipton to serve his jail sentence in Edwards County, Texas. Tommy Tipton shall have no outstanding limitation upon his ability to use firearms upon completion of the period of probation. The parties acknowledge that, pursuant to Iowa Rule of Criminal Procedure 2.10, Tommy Tipton's guilty plea will be conditioned on the Court's concurrence with the parties' agreement and joint sentencing recommendation. If the Court rejects the parties' agreement, either party may withdraw their consent to the plea and this agreement, and all plea discussions and this agreement shall be inadmissible in this case.

- b. **In Colorado:** As part of the terms of this agreement, Colorado will agree not to charge Tommy Tipton with any violations of Colorado law.
- c. **Restitution:** As part of the judgment and sentencing order on the misdemeanor charge, Tommy Tipton agrees to repay restitution in the amount of \$804,095, with interest as applied at Iowa's standard statutory rate, as follows:

- i. \$568,990 for the Colorado Lottery, joint and several with Eddie Tipton;
- ii. \$235,105 for the Oklahoma Lottery, joint and several with Eddie Tipton.

3. **Restitution Generally:** Defendants will pay all restitution through the Polk County Clerk of Court, Des Moines, Iowa. The entire Colorado obligation is joint and several with any other individuals found now or in the future by any particular state to have profited from the payment of lottery prizes associated with this case. Defendant consents to the execution of the judgment in this matter against any property in his name or held for him in the name of his associates or family members. Defendant will also submit proof of source for his restitution payments.

4. **Further Charges or Appeals:** The States of Colorado, Iowa and Wisconsin agree that no further charges will be filed related to or arising out of the investigation of Defendants' activities. If either Defendant appeals from any conviction or sentence, this deal is unwound and any State is free to pursue any charges they desire.

5. **Cooperation:** Defendants agree to provide the States of Colorado, Iowa, and Wisconsin with a proffer of truthful testimony of all facts related, directly or indirectly, to their actions to fix, win, and claim lottery jackpots. Nothing said by the Defendants in their proffers may be used directly or indirectly to bring any further criminal charges against them for any act related to any lottery or funds obtained from any lottery. Defendants agree to cooperate with any additional legal actions in any states related to the claiming of lottery jackpots.

6. **In Oklahoma, Kansas, and Texas:** Each of these States has agreed not to prosecute

both Eddie and Tommy Tipton pursuant to letters furnished to the defense attorneys on September 22, 2016 and those letters are deemed effective and applicable to this agreement.

7. **No Civil Actions:** The restitution amount is agreed by the parties to constitute a fair resolution of all financial issues or claims that states may have against the Defendants. Thus, the States of Colorado, Iowa, and Wisconsin agree that they will not pursue any civil, administrative or collateral action of any kind against Defendants arising out of this matter in whole or in part.

8. **Contingent Nature:** The parties acknowledge that this agreement is contingent upon both Defendants' agreement. If no such agreement is reached by one Defendant and authorities, this agreement is null and void and fully unenforceable by the other Defendant.

9. **Voluntary Pleas:** Defendants acknowledge that he is entering into this Agreement and that he is pleading guilty to the offenses set forth above because he is guilty. The Defendants further acknowledge that he understands the nature of the offenses to which he is pleading guilty including the penalties imposed by law for such offenses.

10. **Waiver of Rights:** Defendants acknowledge that he has been informed of and understands the following:

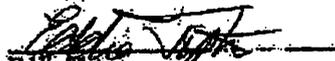
- a. The right to plead not guilty, and persist in that plea;
- b. The right to a jury trial;
- c. The right to be represented by counsel, and if necessary to have the court appoint counsel, at trial and at every stage of the proceeding;
- d. The right at trial to confront and cross-examine witnesses, to be protected from compelled self-incrimination, to testify and present evidence and to compel the attendance of witnesses;

a. The Defendant will waive these rights if the Court accepts his pleas of guilty.

11. Confidentiality: These agreements are strictly confidential and shall not be disclosed either in this form or by verbal description publicly prior to any guilty plea proceedings conducted in court, unless all parties to the agreement consent in writing to such disclosure.

12. Entire Agreement: This agreement constitutes the entire agreement between the parties. No other promises of any kind, express or implied, have been made to induce any party to enter into this agreement.

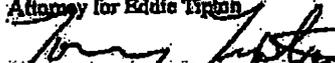
The undersigned hereby accept the terms of this Plea Agreement.


Eddie Tipton

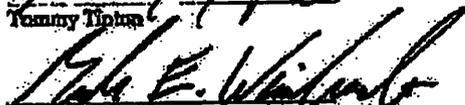
6-2-17
Date


Attorney for Eddie Tipton

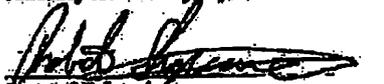
6-2-17
Date


Tommy Tipton

6-2-17
Date


Attorney for Tommy Tipton

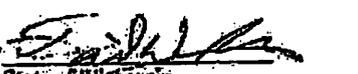
6/2/17
Date


State of Colorado
By Robert Shapiro, Asst. Attorney General

6/2/17
Date


State of Iowa
By Robert H. Sand, Asst. Attorney General

6/2/17
Date


State of Wisconsin
By David Maas, Asst. Attorney General

6-2-17
Date