



U.S. Department of Justice

United States Attorney  
Eastern District of Washington

300 United States Courthouse  
Post Office Box 1494  
Spokane, Washington 99210-1494

509/353-2767  
FAX 509/353-3766

May 16, 1994

Ms. Shirley Malar  
Wildlife Images  
9405 N.E. 149th Avenue  
Vancouver, Washington 98682

RE: United States v. Michael Wyche  
USDC Cause No. CR-93-299-WFN

Dear Ms. Malar:

This is to inform you that on May 12, 1994, Michael Wyche plead guilty to Conspiracy to Defraud the United States and to Making Materially False Statements to a Governmental Agency. Both offenses are felonies under federal law. He has also agreed to pay restitution to the victim in this case. Sentencing has been set for July 22, 1994, at 1:30 p.m. before the Honorable Wm. Fremming Nielsen.

Thank you for your cooperation during the investigation of this matter and for your patience during the continuances of the trial date. Your assistance in this case was helpful in bringing about its resolution.

If you have any questions or concerns about this matter please do not hesitate to contact me.

Very truly yours,

JAMES P. CONNELLY  
United States Attorney

*Timothy J. O'Hara*  
TIMOTHY J. OHMS  
Assistant United States Attorney

TJO:nkb  
L40516MX.TOW

Extinct is Forever...

Protect  
Preserve  
Propagate

August 17, 1992



I am placing Robert and Ashley (Bobcats) and Murray and Chelsea (Canadian Lynx) on an exhibition loan until Spring of 1993, at which time they are to be returned to me, or the term of this agreement is renegotiated.

I am to be allowed access to visit the cats at any time, and care standards must be at least equal to their current living conditions.

Each pair is to be housed together and allowed the opportunity to breed naturally. None of the animals shall be 'sterilized' or put on any chemical form of birth control. Any kittens produced are the property of Wildlife Images and will be returned to me when they are pulled from the mother at 10-14 days old.

This agreement is binding on any other party who is in possession of the cats during the agreement period, and transfers must be authorized by Wildlife Images prior to cats being moved.

[REDACTED]  
Shirley Malar  
WILDLIFE IMAGES  
USDA [REDACTED]

WILDLIFE IMAGES  
9405 NE 149th Avenue  
Vancouver, WA 98682  
(206) 254-3118

CRT TOLLS - [REDACTED]  
+ N. 17020 Allyn Rd Hwy  
+ Spokane, WA 99021  
+ (509) 238-4126

1 JAMES P. CONNELLY  
2 UNITED STATES ATTORNEY  
3 Eastern District of Washington  
4 TIMOTHY J. OHMS  
5 Assistant United States Attorney  
6 Post Office Box 1494  
7 Spokane, WA 99210-1494  
8 Telephone: (509) 353-2767  
9

10 UNITED STATES DISTRICT COURT  
11 EASTERN DISTRICT OF WASHINGTON  
12

13 UNITED STATES OF AMERICA	)	
	)	CR-93-299-WFN
14 Plaintiff,	)	
	)	PLEA AGREEMENT
15 vs.	)	
	)	
16 MICHAEL WYCHE,	)	
	)	
17 Defendant.	)	

18 Plaintiff, United States of America by and through James P.  
19 Connolly, United States Attorney for the Eastern District of  
20 Washington, and Timothy J. Ohms, Assistant United States Attorney  
21 for the Eastern District of Washington, and the defendant MICHAEL  
22 WYCHE, and his counsel, Mary E. Schultz, enter into the following  
23 plea agreement:

24 1. The defendant, MICHAEL WYCHE, agrees to plead guilty to  
25 Counts I and IV of the Superseding Indictment filed on March 23,  
26 1994, charging him with Conspiracy to Defraud the United States and  
27 with Making Materially False Statements to the United States in  
28 violation of 18 U.S.C. § 371 and 18 U.S.C. § 1001 respectively.

1           2.   MICHAEL WYCHE understands that these are felony charges,  
2 which carry maximum penalties of a five-year term of imprisonment;  
3 a fine not to exceed \$250,000; a 3-year term of supervised release;  
4 and a \$50 special penalty assessment for each count. MICHAEL WYCHE  
5 understands that, unless the Court determines that he will not  
6 reasonably be able to pay a fine, or that paying a fine will unduly  
7 burden any of his dependents, a fine shall be imposed.

8           3.   MICHAEL WYCHE understands that the Court will require him  
9 to pay restitution in an amount equal to the loss caused to any  
10 victim of these offenses, and may, in addition, order him to pay  
11 costs of imprisonment, probation, and supervised release.

12           MICHAEL WYCHE agrees to make restitution to SHIRLEY MALAR of  
13 WILDLIFE IMAGES, located at 9405 N.E. 149th Avenue, Vancouver,  
14 Washington 98682, as set forth below. This restitution is premised  
15 upon the following facts:

16           SHIRLEY MALAR holds a Class A Dealers License  
17 from the USDA, pursuant to which she may breed  
18 and sell captive wildlife. On August 17,  
19 1992, SHIRLEY MALAR loaned MICHAEL WYCHE two  
20 adult bobcats (male and female) and two adult  
21 lynx (male and female). These animals were  
22 not returned. While in MICHAEL WYCHE'S  
23 possession, the adult male bobcat and adult  
24 male lynx were sterilized. Also while in  
25 MICHAEL WYCHE'S possession, the adult female  
26 bobcat gave birth to four male kittens. Two  
27 of these kittens were hand raised. MICHAEL  
28 WYCHE represents that the two hand raised  
kittens have not been sterilized and that the  
two kittens that were not hand raised have  
been sterilized.

Based upon these facts, MICHAEL WYCHE agrees to return certain  
animals to SHIRLEY MALAR and to pay additional restitution to  
SHIRLEY MALAR as follows:

PLEA AGREEMENT - 2

P4042610.106

1 a. MICHAEL WYCHE agrees to return the two adult bobcats  
2 to SHIRLEY MALAR originally loaned to him on August 17, 1992, (then  
3 known as Robert and Ashley).

4 b. MICHAEL WYCHE agrees to return the two hand raised  
5 bobcat kittens to SHIRLEY MALAR, which were part of the litter born  
6 to Robert and Ashley while in MICHAEL WYCHE'S possession.

7 c. MICHAEL WYCHE agrees to pay \$5,150 in restitution to  
8 SHIRLEY MALAR for the loss of the two adult lynx and the remaining  
9 bobcat kittens. This restitution will be paid as follows:

10 i. MICHAEL WYCHE agrees to pay \$2,500 within 120  
11 days of his sentencing;

12 ii. MICHAEL WYCHE agrees to pay the remaining  
13 \$2,650 within one year in equal monthly installments of \$220.83  
14 beginning 150 days from the date of his sentencing.

15 iii. Within 90 days of his sentencing, MICHAEL WYCHE  
16 agrees to provide the United States Attorney's Office with a sworn  
17 financial statement, and agrees to provide additional information  
18 under oath concerning his financial status in the event that he  
19 defaults on any of the payments set forth above.

20 iv. MICHAEL WYCHE acknowledges that the restitution  
21 described herein is nondischargeable within the meaning of 11  
22 U.S.C. § 523(a)(2).

23 v. MICHAEL WYCHE is aware that federal law permits  
24 the United States Attorney's Office to assist in the collection of  
25 restitution and that the government may request additional  
26

conditions from the court at sentencing in order to ensure compliance with the above restitution.

MICHAEL WYCHE agrees to return the animals identified above in a reasonable time following the entry of this plea agreement and prior to sentencing in this matter. MICHAEL WYCHE further understands that the return of these animals is contingent upon their being in good health and free from disease.

4. MICHAEL WYCHE acknowledges that no promises of any type have been made to him with respect to the sentence the Court will impose in this matter. MICHAEL WYCHE understands that the court is required to consider any applicable sentencing guideline range, but may depart upward or downward under the appropriate circumstances. MICHAEL WYCHE further acknowledges that the court may sentence him up to the maximum possible penalty regardless of any recommendation by the parties.

5. Upon sentencing the United States agrees to dismiss counts II, III, V, VI, and VII of the Superseding Indictment filed on March 23, 1994, against MICHAEL WYCHE.

6. With respect to the sentencing guidelines, MICHAEL WYCHE and the United States agree as follows:

a. The defendant's base offense level is 6. See U.S.S.G. §§ 2X1.1 and 2F1.1.

b. The defendant's base offense level should be increased by 1 level as a result of the grouping of multiple counts. See U.S.S.G. § 3D1.4.

1 c. If the defendant enters valid pleas of guilty to  
2 counts I and IV of the Superseding Indictment, the United States  
3 will recommend a two-level reduction of his base offense level for  
4 acceptance of responsibility. See U.S.S.G. § 3E1.1.

5 7. The United States and MICHAEL WYCHE agree that at the  
6 time of sentencing each party is free to make any sentencing  
7 recommendation within the applicable sentencing range.

8 8. MICHAEL WYCHE agrees to pay the special penalty  
9 assessment pursuant to 18 U.S.C. § 3013(a)(2)(A) at the time of  
10 sentencing.

11 9. MICHAEL WYCHE also understands that should the sentencing  
12 judge decide not to accept any of the parties' recommendations,  
13 that decision is not a basis for withdrawing from this agreement.  
14 The Court may accept or reject this agreement or may defer its  
15 decision until it has had an opportunity to consider the  
16 presentence report.

17 10. Nothing in this agreement shall preclude the United  
18 States from opposing any motion for reduction of sentence or other  
19 attack of the conviction or sentence including but not limited to  
20 proceedings pursuant to 28 U.S.C. § 2255. Further, nothing  
21 precludes the United States from appealing an illegal sentence or  
22 one not in accordance with the correct application of the  
23 sentencing guidelines.

24 11. The United States agrees to make no recommendation to the  
25 USDA concerning the status of MICHAEL WYCHE's Class C Exhibitor's  
26 license.

12. The United States and the defendant MICHAEL WYCHE acknowledge that the above stated terms and conditions constitute the entire plea bargain agreement between the parties and deny the existence of any other terms or conditions not stated herein. The parties also agree that this agreement cannot be modified except in a writing that is signed by the parties.

JAMES P. CONNELLY  
United States Attorney

TIMOTHY J. OHMS  
Assistant United States Attorney

DATE

MICHAEL WYCHE  
Defendant

DATE

MARY E. SCHULTZ  
Attorney for the Defendant

DATE