

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 82

THE PEOPLE OF THE STATE OF NEW YORK

-against-

ROBERT JOEL HALDERMAN AKA
JOE HALDERMAN,

Defendant.

PLEA AGREEMENT

Indictment No. 4957/2009

1. This is the plea agreement between the District Attorney of New York County and defendant Robert Joel Halderman (Joe Halderman) of [REDACTED]

[REDACTED] This memorandum of agreement (the "Agreement") constitutes the entire plea agreement between the Defendant and the District Attorney. There are no promises, agreements, or conditions, express or implied, other than those set forth in this document, and made on the record in court at the time of the plea. No modification, deletion or addition to this Agreement will be valid or binding on either party unless put into writing and signed by both parties.

2. The Defendant agrees to plead guilty to one count of Attempted Grand Larceny in the Second Degree by Extortion, Penal Law §§ 110.00/155.40, a class D felony, in full satisfaction of New York County Indictment Number 4957/2009 (the "Indictment") and the events described therein.
3. At the time of the plea, the Defendant shall waive all right of appeal and withdraw any pending motions. At the time of the plea, this Agreement shall be made part of the record and the parties will request the Court's approval thereof. This Agreement will become effective only upon the Court's approval.

4. At the time of the plea, the Defendant will under oath admit to the facts underlying the Indictment pursuant to the attached allocution.
5. The Defendant has provided any, some or all of the "Underlying Materials," as the term is defined below, to The Law Offices of Gerald L. Shargel, counsel for the Defendant. At the time of the plea, the Defendant shall swear under oath that he has not provided any, some or all of the Underlying Materials to any individual or entity other than The Law Offices of Gerald L. Shargel.

- a. Underlying Materials. On September 9, 2009, the Defendant handed a package (the "Package") to David Letterman's driver and told him to give it to Mr. Letterman. The Package contained a document entitled "Treatment for a Screenplay" (the "Treatment"), and other materials. The Defendant has had in the past or continues to have in his possession, custody, or control, whether personally or through an agent, originals or copies of the materials contained in the Package, along with other materials that were used in connection with, or are in any way related to, the Treatment or any of the subjects referred to in the Treatment, whether real or fictional, or materials that refer to, describe, reference, concern, deal with, or allude to David Letterman, his life, his family, or his relationship with any or all of his employees or agents (collectively, the "Underlying Materials").

- i. As used herein, the terms "materials" or "Underlying Materials" refer to such items, if they exist, in any tangible or electronic form, whether copies

or originals, whether handwritten or typewritten, in final or draft form, including but not limited to:

1. photographs, letters, memoranda, correspondence, diary or journal entries, notes or other printed material, drawings, telephone records, video recordings, audio recordings;
 2. a book or story, portions of a book or story, outline for a book or story, notes for a book or story, any stage or screenplay script, portions of any such script, outlines for any such script;
 3. emails, .pdfs, instant messages, or any other document or record stored on tape, computer hard drives, servers, computer disks, CD-Roms, DVDs, flash or thumb drives, or other mechanisms for storage of computer or electronic media.
- b. The use of the singular form of any word in Subparagraph 5(a), including its further Subparagraphs, shall include the plural and vice versa, as necessary, to bring within the scope of the definition of "Underlying Materials" any item that might otherwise be construed as being outside such definition. Further, as used in Subparagraph 5(a), including its further Subparagraphs, the term "or" shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the definition of "Underlying Materials" any item that might otherwise be construed as being outside such definition.

6. Prior to the time of the plea, and as a condition of his entry of the plea, the Defendant shall personally contact and collect from The Law Offices of Gerald L. Shargel all Underlying Materials. The Defendant shall also instruct The Law Offices of Gerald L. Shargel to delete all electronic versions of Underlying Materials from its computer systems and any other electronic devices. At the time of the plea, the Defendant shall swear under oath that he has complied with the provisions of this Paragraph 6.
7. Prior to the time of the plea, and as a condition of his entry of the plea, and after collecting the Underlying Materials referenced in Paragraph 6, above, the Defendant shall turn over to the District Attorney's Office all Underlying Materials in his possession, custody, or control, whether collected from The Law Offices of Gerald L. Shargel, or held by the Defendant previously. The Defendant shall also authorize the District Attorney's Office to retain permanent possession of any Underlying Materials already in its possession, custody, or control. At the time of the plea, the Defendant shall swear under oath that he has complied with the provisions of this Paragraph 7.
8. The District Attorney's Office will recommend that on his sentencing date, the Defendant receive an agreed-upon sentence of a definite six-month term of imprisonment, which shall be a condition of and run concurrently with five years of probation.
9. The Defendant will be subject to the following agreed-upon specific conditions of probation:
 - a. During his term of imprisonment, the Defendant will not seek or request a conditional release pursuant to Penal Law § 70.40(2).

- b. The Defendant shall complete 1,000 hours of community service following his release from jail and during the period of probation, as follows:
- i. The Defendant consents to completing half of his community service in the State of New York and the other half in the State of Connecticut, both to be monitored by the Court and the District Attorney's Office;
 - ii. The Defendant shall complete 500 hours of community service with the Fortune Society and such service shall consist of providing career development training to adults and tutoring and other educational assistance to young adults coming out of prison;
 - iii. The Defendant shall complete 500 hours of community service with the Shelter for the Homeless in Stamford, CT, and such service shall consist of providing job training and teaching vocational skills to formerly homeless individuals through the Shelter's Employment Development Program;
 - iv. Every four months, the Defendant shall ensure that each of the Fortune Society and the Shelter for the Homeless forwards to the Court and to Assistant District Attorney Judy Salwen, One Hogan Place, New York, NY 10013, a report on the progress of the Defendant's community service, in the form attached hereto, until such time as the Defendant has completed his community service with such entity.

- c. The Defendant shall not, whether personally or through another, nor shall he authorize any other to, disclose, discuss, disseminate, publish, circulate, or reveal to any individual or entity, in any form, the contents and/or substance of the Underlying Materials and/or anything concerning David Letterman and/or his family that is in any way related to the Underlying Materials, the Indictment, and/or the allegations and facts giving rise to the Indictment.

10. As a further condition of the plea in this Agreement, the People will request from the Court at the time of sentence, a full and final order of protection, and the Defendant will comply fully with such order.

11. Both parties understand that the Defendant is a resident of Connecticut, and, accordingly, the Defendant's probation will be transferred to the Connecticut Department of Probation. The People will request that the Court direct that:

- a. The Defendant will be permitted to retain possession of his passport.
- b. The Defendant will be permitted to travel freely between New York and Connecticut to perform community service and to seek or engage in employment.
- c. The Defendant will be permitted to travel to Colorado to visit with his son, upon proper notice to the Department of Probation.
- d. The Defendant will be permitted to travel outside the jurisdiction, including internationally, as required by any employment he may obtain. The Defendant shall notify the Department of Probation prior to leaving the jurisdiction. If personal notification is impractical given the immediacy of a particular

assignment, initial notification may be made by email, voicemail, or other non-personal means acceptable to the Department of Probation. Further notification, including details of the Defendant's stay out-of-jurisdiction, shall be provided to the Department of Probation as soon as possible after the Defendant arrives at his work assignment.

- e. Any other travel not specified above, will be subject to the usual approval process of the Department of Probation.

12. The Defendant acknowledges and fully understands that his failure to comply with any of the conditions of probation as set forth in this Agreement could result in a violation of his probation and subject the Defendant to a further term of imprisonment of up to two-and-a-third to seven years, cumulatively. The Defendant also understands that any violation of Paragraphs 5, 6 or 7, above, or any intentionally false statements made pursuant to Paragraphs 5, 6 or 7, above, could subject the Defendant to prosecution for perjury and/or criminal contempt.

13. Both parties understand that the Court has the authority to impose any lawful sentence and the parties will seek the Court's approval of this Agreement. Both parties agree that the plea by the Defendant and the acceptance of the plea by the District Attorney's Office are conditioned upon the Court's acceptance of this Agreement and imposition of the sentence, including the conditions of probation, set forth above.

14. The Defendant's entry into this Agreement is knowing and voluntary after full discussion and consultation with his attorney.

Robert Joel Halderman, Defendant

Gerald L. Shargel, Esq.
Attorney for the Defendant

Judy Salwen
Assistant District Attorney

Dated: March 9, 2010
State of New York
County of New York

ROBERT JOEL HALDERMAN PLEA ALLOCUTION

In September of 2009, I attempted to extort two million dollars from David Letterman by threatening to disclose personal and private information about him, whether true or false.

On the morning of September 9, 2009, I gave a sealed envelope to Mr. Letterman's driver as he waited outside of Mr. Letterman's Manhattan home. I asked the driver to give the envelope marked "Privileged and Confidential" to Mr. Letterman. The envelope contained a number of documents, including a document I created entitled "Treatment for a Screenplay." This so-called treatment was just a thinly-veiled threat to ruin Mr. Letterman if he did not pay me a lot of money. Later that month, on three different occasions I met with Mr. Letterman's lawyer, Jim Jackoway, to work out the details of the extortion. On October 1, 2009, I deposited a check for two million dollars that Mr. Jackoway gave me.

I knew throughout this time that I was not engaged in a legitimate business transaction with Mr. Letterman and that what I was doing was against New York law. I understand that my attempt to extort two million dollars from Mr. Letterman violated his and his family's privacy. I promise to respect their privacy in the future.

I feel great remorse for what I have done. I sincerely apologize to Mr. Letterman and his family; to Stephanie Birkitt and her family and everyone else that I have hurt or disappointed.

AGENCY LETTERHEAD

COMMUNITY SERVICE UPDATE FOR ROBERT JOEL HALDERMAN

Period covered by this report: _____ through _____

Total hours of community service completed by Mr. Halderman during this period: _____

Total hours of community service completed by Mr. Halderman to date: _____

Description of Work (attach additional pages if necessary):

Report by: _____
Name (Print)

Signature

Title

Date

Return to:
ADA Judy Salwen
New York County District
Attorney's Office
One Hogan Place
New York, NY 10013