

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

THOMAS VRANAS

No. 15 CR 620

Judge Edmond E. Chang

**PLEA AGREEMENT**

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, ZACHARY T. FARDON, and defendant THOMAS VRANAS, and his attorney, MICHAEL D. MONICO, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(A), as more fully set forth below. The parties to this Agreement have agreed upon the following:

**Charges in This Case**

2. The indictment in this case charges defendant with honest services wire fraud, in violation of Title 18, United States Code, Sections 1343 and 1346 (Counts 1-4, 6); honest services mail fraud, in violation of Title 18, United States Code, Sections 1341 and 1346 (Counts 5, 7-20); conspiracy to commit federal program bribery, in violation of Title 18, United States Code, Section 371 (Count 21); and federal program bribery, in violation of Title 18, United States Code, Section 666(a)(2) (Counts 22 and 23).

3. Defendant has read the charges against him contained in the indictment, and those charges have been fully explained to him by his attorney.

4. Defendant fully understands the nature and elements of the crimes with which he has been charged.

**Charge to Which Defendant Is Pleading Guilty**

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following count of the indictment: Count 21, which charges defendant with conspiracy to commit federal program bribery, in violation of Title 18, United States Code, Section 371.

**Factual Basis**

6. Defendant will plead guilty because he is in fact guilty of the charge contained in Count 21 of the indictment. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt:

THOMAS VRANAS and Gary Solomon owned and operated The SUPES Academy, LLC, and Synesi Associates, LLC (collectively, the “SUPES Entities”), which offered education-related services to the public education industry. Solomon was the Chief Executive Officer and VRANAS was the president of the SUPES Entities. The SUPES Academy offered professional development training for school administrators. Synesi Associates offered education consulting services and school diagnostic review and turnaround programs. Solomon was responsible for sales and marketing of the SUPES Entities, which included traveling to conferences and school districts. VRANAS was responsible for the operations of the SUPES Entities.

From approximately the summer of 2011 until approximately April 30, 2012, Barbara Byrd-Bennett was a paid consultant for the SUPES Entities. Byrd-Bennett served as a master teacher for The SUPES Academy. Byrd-Bennett also developed school diagnostic review and turnaround materials, called the Synesi School Turnaround Toolkit, for Synesi Associates.

The Chicago Public Schools (CPS), District Number 299, was an independent school district and unit of local government governed by the Board of Education of the City of Chicago, also known as the CBOE. The CBOE established the policies, standards, goals and initiatives for CPS. CPS received in excess of \$10,000 in federal funding for each calendar year 2012, 2013, and 2014.

In or about December 2011, VRANAS, along with Solomon and The SUPES Academy, entered into a contract with Organization A to provide a leadership development program for CPS network chiefs, which program became known as the Chicago Executive Leadership Academy, or CELA. From approximately December 2011 until July 2012, CELA was funded by a grant of approximately \$380,000 from Organization A and approximately \$25,000 from CPS. Byrd-Bennett served as a master teacher for CELA.

Barbara Byrd-Bennett was employed as a consultant with the Chicago Public Schools from approximately May 1, 2012 until October 12, 2012, when she became the Chief Executive Officer and General Superintendent of CPS. She was an agent of CPS during the entirety of her employment with CPS.

Beginning no later than in or about October 2012 and continuing through in or about April 2015, in the Northern District of Illinois, Eastern Division, and elsewhere, defendant THOMAS VRANAS conspired with Gary Solomon to corruptly give, offer, and agree to give anything of value, namely, payments into financial accounts and personal benefits, for the benefit of Barbara Byrd-Bennett, intending that Byrd-Bennett, an agent of CPS, a local government that received in excess of \$10,000 in federal funding during each of the twelve-month calendar years from 2012 through 2015, be influenced and rewarded in connection with any business, transaction, and series of transactions of \$5,000 or more of CPS, namely, leadership development contracts, in violation of Title 18, United States Code, Section 666(a)(2).

In exchange for Byrd-Bennett's efforts, throughout her employment with CPS, to assist the SUPES Entities with obtaining contracts with CPS, VRANAS and Solomon provided Byrd-Bennett with personal financial benefits, including meals, an airplane ticket, and tickets to sporting events and agreed: to fund financial accounts for the benefit of two of Byrd-Bennett's relatives (Relative A and Relative B) with payments consisting of funds derived from the revenues from contracts awarded to the SUPES Entities by CPS; to disguise the payments as a signing bonus upon her return to employment with the SUPES Entities; and to provide Byrd-Bennett with lucrative compensation as a consultant to the SUPES Entities upon the completion of her employment with CPS.

Specifically, in approximately December 2011, while Byrd-Bennett was working as a consultant for the SUPES Entities, Solomon and VRANAS negotiated a Consulting Agreement with Byrd-Bennett. Pursuant to the terms of the Consulting Agreement, the SUPES Entities agreed to compensate Byrd-Bennett with a percentage of the gross revenues of any contract awarded to the SUPES Entities if, among other things, Byrd-Bennett provided sales services for the contract. VRANAS sent Byrd-Bennett several drafts of the Consulting Agreement by email. Although the general terms of the Consulting Agreement were settled by late January or early February 2012, Byrd-Bennett did not sign the compensation agreement until in or about April 2012. On or about May 29, 2012, VRANAS, on behalf of the SUPES Entities, signed Byrd-Bennett's Consulting Agreement and sent the executed signature page to Byrd-Bennett as an attachment to an email. At the time he executed the contract, VRANAS understood that the contract was for Byrd-Bennett's past work at the SUPES Entities.

As of March 2012, VRANAS knew that Byrd-Bennett was also negotiating a consulting contract with CPS. VRANAS was also aware that Solomon was involved in negotiating Byrd-Bennett's consulting contract with CPS. Solomon told VRANAS that Byrd-Bennett might be accepting a position at CPS. From his conversations with Solomon, VRANAS also understood that Byrd-Bennett was only leaving the SUPES Entities temporarily to join CPS as a consultant. VRANAS expected Byrd-Bennett to return to the SUPES Entities following the completion of her consulting contract with CPS.

When Byrd-Bennett became a consultant for CPS on or about May 1, 2012, the SUPES Entities owed her money from contracts that she helped obtain prior to her employment with CPS and from her work as a master teacher with CELA and The SUPES Academy. VRANAS was unaware of any conversations about paying Byrd-Bennett what was owed to her once Byrd-Bennett became a CPS employee. VRANAS assumed that Byrd-Bennett would be paid these funds once she returned to the SUPES Entities.

After Byrd-Bennett began serving as a consultant to CPS, VRANAS understood that Byrd-Bennett was still functionally a part of the SUPES Entities based on his conversations with Solomon, his communications with Byrd-Bennett, and his observations of the unique relationship that Byrd-Bennett continued to have with the SUPES Entities. From his conversations with Solomon and his communications with Byrd-Bennett, VRANAS also understood that Byrd-Bennett intended to use and used her official position at CPS to secure contracts for the SUPES Entities. For example, VRANAS was aware that Byrd-Bennett actively promoted an expansion of CELA within CPS and that she worked to secure funding for CELA from Organization A and from CPS. In approximately the summer and fall of 2012, Organization A notified CPS personnel, including Byrd-Bennett, that it would not provide further funding for CELA. VRANAS knew, however, that Byrd-Bennett continued to seek funding from Organization A, including by speaking to Official A about getting money from Organization A. VRANAS was also aware that

Byrd-Bennett directed CPS personnel to locate funding within CPS's budget for CELA.

VRANAS also knew that Byrd-Bennett provided information to Solomon and VRANAS regarding Requests for Proposals to be issued by the CBOE in an effort to give the SUPES Entities an advantage over their competitors. VRANAS was also aware of Byrd-Bennett's efforts to introduce CPS network chiefs to Synesi Employee A in order to secure business for Synesi Associates.

Initially, VRANAS did not understand that Byrd-Bennett was to receive compensation from the SUPES Entities for contracts that Byrd-Bennett helped to secure for the SUPES Entities at CPS. After Byrd-Bennett became CEO of CPS in October of 2012, however, VRANAS learned from conversations with Solomon that Byrd-Bennett would return to the SUPES Entities after she finished working for CPS and be compensated for acts she took in her official capacity at CPS for the benefit of the SUPES Entities.

In approximately the fall of 2012, Solomon and VRANAS began to set aside compensation for Byrd-Bennett that she had earned for work she had performed for the SUPES Entities prior to becoming a consultant with CPS. Solomon and VRANAS first considered setting up college fund-type accounts for the benefit of Byrd-Bennett's relatives. VRANAS consulted with a financial advisor about setting up these accounts. VRANAS purposely did not inform the financial advisor that he and Solomon intended to set up the accounts for Byrd-Bennett's relatives because VRANAS knew that he could get in trouble for doing so.

Around the time that VRANAS was investigating whether to set up the accounts, Solomon forwarded VRANAS an email between Solomon and Byrd-Bennett in which Solomon and Byrd-Bennett discussed the scholarship fund-type accounts and their calculations to determine the amounts with which to fund the accounts. VRANAS understood from this email that Solomon and Byrd-Bennett's conversations extended beyond compensation that Byrd-Bennett had earned prior to becoming a consultant with CPS and included conversations about the compensation Byrd-Bennett would receive when she returned to the SUPES Entities.

After learning that they should not set up the college fund-type accounts based on the advice of their financial advisor, Solomon and VRANAS then decided to open a bank account for the benefit of Byrd-Bennett and to deposit money into that account and to pay taxes on that money. VRANAS opened the account but never funded it. Instead, Solomon and VRANAS maintained a line item within the SUPES Entities' internal financial statements in which money for Byrd-Bennett, as well as the SUPES Entities' general growth, was accrued. The line item within which the SUPES Entities accrued money for Byrd-Bennett and its general growth was called the "development fund." As the SUPES Entities received payments from school districts, including CPS, VRANAS set aside portions of those amounts in the development fund. Solomon and VRANAS accrued a portion of the money in the development fund in anticipation of paying Byrd-Bennett both a signing bonus and a salary upon her return to the SUPES Entities.

On or about October 24, 2012, the CBOE approved a \$2.09 million sole-source contract with The SUPES Academy to provide leadership development services for CELA. On or about November 20, 2012, VRANAS informed Byrd-Bennett that they were short \$450,000 on funding via an email. Byrd-Bennett responded, "I am on it."

On or about December 6, 2012, VRANAS received an email from Solomon, which contained email correspondence between Solomon and Byrd-Bennett. Specifically, VRANAS saw that on December 2, 2012, Byrd-Bennett sent an email to Solomon, which contained the personal identifying information for Relative A and Relative B and stated, "With the totals you shared, I would like the accounts to be equal. I would like the flexibility to use funds for whatever reason as needed for them....I know we calculated PG and St. Louis....what is it for Chicago, assuming we hit the full amount? And finally, this would be the same for Synesi when I make it happen, yes? Let me know and let me know when...how soon you can get the accounts set up." In an email dated December 6, 2012, Solomon confirmed that they had created accounts that, upon withdrawal, they would pay taxes and distribute and that "[i]t is our assumption, that the distribution will serve as a signing bonus upon your return to SUPES/Synesi. If you only join for the day, you will be the highest paid person on the planet for that day. Regardless, it will be paid out on day one." Solomon forwarded these emails to VRANAS, stating, "You can call her any time you like." VRANAS responded, "I haven't been part of those discussions at all. I can if you want let me know. Everyone sucks and is greedy." VRANAS understood from the emails between Solomon and Byrd-Bennett that Byrd-Bennett

was asking about the money she was owed both for work she had done prior to joining CPS and also for her assistance in obtaining the \$2.09 million contract that the SUPES Entities received from CPS.

On or about January 23, 2013, the CBOE approved (1) a \$225,000 settlement payment to The SUPES Academy for work purportedly performed by The SUPES Academy prior to the October 24, 2012 sole-source contract, and (2) a \$225,000 contract extension of services for the October 24, 2012 contract. VRANAS understood that the SUPES Entities would compensate Byrd-Bennett for her assistance in obtaining the settlement agreement and contract when she returned to the SUPES Entities.

On or about June 26, 2013, the CBOE approved a \$20.5 million sole-source contract to The SUPES Academy for leadership development services for CELA. VRANAS understood that the SUPES Entities would compensate Byrd-Bennett for her assistance in obtaining this contract when she returned to the SUPES Entities.

From approximately the fall of 2012 until the spring of 2014, VRANAS set aside funds, ranging from approximately 4% to 9% of payments the SUPES Entities received from CPS and other entities, in the “development fund,” a portion of which funds VRANAS understood would be paid to Byrd-Bennett upon her return to SUPES as a reward for her efforts to obtain contracts for the SUPES Entities with CPS. VRANAS was aware that the “development fund” reached approximately \$360,000 to \$380,000. VRANAS, Solomon, and the SUPES Entities also provided Byrd-Bennett with personal financial benefits, including basketball tickets, baseball

tickets, meals, and other personal items in exchange for BYRD-BENNETT using her official CPS position to ensure that the SUPES Entities kept and expanded their contracts with CPS and obtained additional contracts with CPS in the future.

VRANAS acknowledges that he and Solomon personally benefited from Byrd-Bennett's official actions at CPS by receiving payments from the SUPES Entities totaling approximately \$2 million in connection with payments from CPS for the October 24, 2012 contract, the January 23, 2013 contract expansion and settlement agreement, and the June 26, 2013 contract. VRANAS further acknowledges that as a result of the conspiracy to commit bribery, CPS suffered a loss of at least approximately \$254,000, which amount was based on an understanding that Byrd-Bennett was to receive approximately 10% of the total value of the October 24, 2012 contract and the January 23, 2013 settlement and extension.

In the summer of 2013, VRANAS learned that the CBOE Inspector General was conducting an investigation regarding the SUPES Entities' contracts with CPS. As part of the investigation, the CBOE Inspector General requested Byrd-Bennett's employment contract and compensation information from the SUPES Entities. The CBOE Inspector General also requested email correspondence regarding Byrd-Bennett. VRANAS was responsible for responding to the email request. As VRANAS began conducting an email search for relevant emails, VRANAS located emails between himself and Solomon in which they discussed Byrd-Bennett helping them. VRANAS deleted some of these emails. VRANAS also deleted an email with Solomon in which they discussed paying Byrd-Bennett. VRANAS informed

Solomon that some of the emails were good and some were bad. Based on his conversation with Solomon, VRANAS agreed to delete the bad emails and did so.

7. The foregoing facts are set forth solely to assist the Court in determining whether a factual basis exists for defendant's plea of guilty, and are not intended to be a complete or comprehensive statement of all the facts within defendant's personal knowledge regarding the charged crimes and related conduct.

### **Maximum Statutory Penalties**

8. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 5 years' imprisonment. This offense also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that the judge also may impose a term of supervised release of not more than three years.

b. Regarding restitution, defendant acknowledges that the total amount of restitution owed to the Chicago Board of Education is \$254,000, minus any credit for funds repaid prior to sentencing, and that pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant, together with any jointly liable co-defendants, to make full restitution in the amount outstanding at the time of sentencing.

c. Restitution shall be due immediately, and paid pursuant to a schedule to be set by the Court at sentencing. Defendant acknowledges that pursuant to Title 18, United States Code, Section 3664(k), he is required to notify

the Court and the United States Attorney's Office of any material change in economic circumstances that might affect his ability to pay restitution.

d. In accord with Title 18, United States Code, Section 3013, defendant will be assessed \$100 on the charge to which he has pled guilty, in addition to any other penalty or restitution imposed.

### **Sentencing Guidelines Calculations**

9. Defendant understands that in imposing sentence the Court will be guided by the United States Sentencing Guidelines. Defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in determining a reasonable sentence.

10. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual that will be in effect as of November 2015.

b. **Offense Level Calculations.**

i. The base offense level for the offense of conviction is 12, pursuant to Guideline § 2C1.1(a)(2).

ii. Pursuant to Guideline § 2C1.1(b)(2), because the value of the benefit to be received in return for the payment exceeded \$5,000, the base offense level is increased by the number of levels from the table in Guideline

§ 2B1.1. Pursuant to Guideline § 2B1.1(b)(1)(I), the base offense level is increased by 16 because the value of the benefit to be received in return for the payment was more than \$1,500,000 but less than \$3,500,000.

iii. Pursuant to Guideline § 2C1.1(b)(3), the base offense level is increased by 4 levels because the offense involved a public official in a high-level decision-making or sensitive position.

iv. Pursuant to Guideline § 3C1.1, the base offense level is increased by 2 levels because the defendant willfully attempted to obstruct the administration of justice with respect to the offense of conviction.

v. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine or restitution that may be imposed in this case, a two-level reduction in the offense level is appropriate.

vi. In accord with Guideline § 3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline § 3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant

is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the anticipated offense level is 31, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 108 to 135 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose. However, pursuant to Guideline § 5G1.1(a), because the statutory maximum sentence on the Court to which defendant will plead guilty is five year's imprisonment, which is less than the minimum of the applicable guideline range, five years' imprisonment shall be the guidelines sentence.

e. Defendant and his attorney and the government acknowledge that the above guidelines calculations are preliminary in nature and based on facts known to the parties as of the time of this Agreement. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final guidelines calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's

concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

f. Defendant understands that the guidelines calculations set forth above are non-binding predictions, upon which neither party is entitled to rely, and are not governed by Fed. R. Crim. P. 11(c)(1)(B). Errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

### **Cooperation**

11. Defendant agrees he will fully and truthfully cooperate in any matter in which he is called upon to cooperate by a representative of the United States Attorney's Office for the Northern District of Illinois. This cooperation shall include providing complete and truthful information in any investigation and pre-trial preparation and complete and truthful testimony in any criminal, civil, or administrative proceeding. Defendant agrees to the postponement of his sentencing until after the conclusion of his cooperation.

## **Agreements Relating to Sentencing**

12. At the time of sentencing, the government shall make known to the sentencing judge the extent of defendant's cooperation. If the government determines that defendant has continued to provide full and truthful cooperation as required by this Agreement, then the government shall move the Court, pursuant to Guideline § 5K1.1, to depart downward from the low end of the applicable guideline sentence, and shall recommend a sentence that includes a term of imprisonment in the custody of the Bureau of Prisons of 66 percent of the low end of the applicable guideline sentence. Defendant shall be free to recommend any sentence. Defendant understands that the decision to depart from the applicable guideline range rests solely with the Court.

13. If the government does not move the Court, pursuant to Guideline § 5K1.1, to depart from the applicable guideline sentence, as set forth above, the preceding paragraph of this Agreement will be inoperative, both parties shall be free to recommend any sentence, and the Court shall impose a sentence taking into consideration the factors set forth in 18 U.S.C. § 3553(a) as well as the Sentencing Guidelines without any downward departure for cooperation pursuant to § 5K1.1. Defendant may not withdraw his plea of guilty because the government has failed to make a motion pursuant to Guideline § 5K1.1.

14. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the

Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

15. Regarding restitution, defendant acknowledges that the total amount of restitution owed to the Chicago Public Schools is \$254,000, minus any credit for funds repaid prior to sentencing, and that pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant, together with any jointly liable co-defendants, to make full restitution in the amount outstanding at the time of sentencing.

16. Restitution shall be due immediately, and paid pursuant to a schedule to be set by the Court at sentencing. Defendant acknowledges that pursuant to Title 18, United States Code, Section 3664(k), he is required to notify the Court and the United States Attorney's Office of any material change in economic circumstances that might affect his ability to pay restitution.

17. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

18. Defendant agrees that the United States may enforce collection of any fine or restitution imposed in this case pursuant to Title 18, United States Code, Sections 3572, 3613, and 3664(m), notwithstanding any payment schedule set by the Court.

19. After sentence has been imposed on the count to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the indictment, as well as the forfeiture allegation as to defendant.

### **Acknowledgments and Waivers Regarding Plea of Guilty**

#### **Nature of Agreement**

20. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 15 CR 620.

21. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

#### **Waiver of Rights**

22. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charges against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt and that it was to consider each count of the indictment separately. The jury would have to agree unanimously as to each count before it could return a verdict of guilty or not guilty as to that count.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, and considering each count separately, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant.

Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

b. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

c. **Waiver of appellate and collateral rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial. Defendant is aware that Title 28, United States Code, Section 1291, and Title 18, United States Code, Section 3742, afford a defendant the right to appeal his conviction and the sentence imposed. Acknowledging this, if the government makes a motion at sentencing for a downward departure pursuant to Guideline § 5K1.1, defendant knowingly waives the right to appeal his conviction, any pre-trial rulings by the Court, and any part of the sentence (or the manner in which that sentence was determined), including any term of imprisonment and fine within the maximums provided by law, and including any order of restitution or forfeiture, in exchange for the concessions made by the United States in this Agreement. In addition, if the government makes

a motion at sentencing for a downward departure pursuant to Guideline § 5K1.1, defendant also waives his right to challenge his conviction and sentence, and the manner in which the sentence was determined, in any collateral attack or future challenge, including but not limited to a motion brought under Title 28, United States Code, Section 2255. The waiver in this paragraph does not apply to a claim of involuntariness or ineffective assistance of counsel, nor does it prohibit defendant from seeking a reduction of sentence based directly on a change in the law that is applicable to defendant and that, prior to the filing of defendant's request for relief, has been expressly made retroactive by an Act of Congress, the Supreme Court, or the United States Sentencing Commission.

23. Defendant understands that by pleading guilty he is waiving all the rights set forth in the prior paragraphs. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

**Presentence Investigation Report/Post-Sentence Supervision**

24. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope, and extent of defendant's conduct regarding the charges against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing, including the nature and extent of defendant's cooperation.

25. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline § 3E1.1 and enhancement of his sentence for obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

26. For the purpose of monitoring defendant's compliance with his obligations to pay a fine and restitution during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

### Other Terms

27. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine and restitution for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

28. Defendant will not object to a motion brought by the United States Attorney's Office for the entry of an order authorizing disclosure of documents, testimony and related investigative materials which may constitute grand jury material, preliminary to or in connection with any judicial proceeding, pursuant to Fed. R. Crim. P. 6(e)(3)(E)(i). In addition, defendant will not object to the government's solicitation of consent from third parties who provided records or other materials to the grand jury pursuant to grand jury subpoenas, to turn those materials over to the Civil Division of the United States Attorney's Office, or an appropriate federal or state agency (including but not limited to the Internal Revenue Service), for use in civil or administrative proceedings or investigations, rather than returning them to the third parties for later summons or subpoena in connection with a civil or administrative proceeding involving, or investigation of, defendant. Nothing in this paragraph or the preceding paragraph precludes defendant from asserting any legal or factual defense to taxes, interest, and penalties that may be assessed by the IRS.

29. Defendant understands that, if convicted, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

### **Conclusion**

30. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

31. Defendant understands that his compliance with each part of this Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

32. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

33. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

34. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: \_\_\_\_\_

\_\_\_\_\_  
ZACHARY T. FARDON  
United States Attorney

\_\_\_\_\_  
THOMAS VRANAS  
Defendant

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MEGAN CUNNIFF CHURCH  
LINDSAY JENKINS  
Assistant U.S. Attorneys

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MICHAEL D. MONICO  
Attorney for Defendant