

**FILED**

SEP 21 2012

THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION**

UNITED STATES OF AMERICA,	)	Criminal No.: 3:12-CR-50007
	)	
v.	)	Violations: 18 U.S.C. §§ 371, 201(b)(1),
	)	201(b)(2), 1343
	)	
	)	Judge: Philip G. Reinhard
BRYANT A. CARBONELL,	)	
	)	
Defendant.	)	

**PLEA AGREEMENT**

The United States of America and Bryant A. Carbonell ("the Defendant") hereby enter into the following Plea Agreement pursuant to Rules 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure ("Fed. R. Crim. P."):

**RIGHTS OF DEFENDANT**

1. The Defendant understands his rights:
  - (a) to be represented by an attorney;
  - (b) to plead not guilty to any criminal charges brought against him;
  - (c) to have a trial by jury, at which he would be presumed not guilty of the charges and the United States would have to prove every essential element of the charged offense beyond a reasonable doubt for him to be found guilty;
  - (d) to confront and cross-examine witnesses against him and to subpoena witnesses in his defense at trial;
  - (e) not to be compelled to incriminate himself;
  - (f) to appeal his conviction, if he is found guilty; and
  - (g) to appeal the imposition of sentence against him.

**AGREEMENT TO PLEAD GUILTY**  
**AND WAIVE CERTAIN RIGHTS**

2. The Defendant knowingly and voluntarily waives the rights set out in Paragraph l(b)-(f) above. 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 18 U.S.C. § 3742 affords a defendant the right to appeal his conviction and sentence imposed. Acknowledging this, and in exchange for the concessions made by the United States in this Plea Agreement, Defendant also waives the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2241 or 2255, that challenges his conviction. In addition, the Defendant knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2241 or 2255, that challenges the sentence imposed by the Court if that sentence is consistent with or below (a) the Recommended Sentence in Paragraph 11 of this Plea Agreement; or (b) the Recommended Sentence as modified in Paragraph 12 of this Plea Agreement (in the event the United States recommends a sentence under Paragraph 12), regardless of how the sentence is determined by the Court. The waivers in this paragraph do not apply to a claim of involuntariness, or ineffective assistance of counsel. The Defendant agrees that there is currently no known evidence of ineffective assistance of counsel or prosecutorial misconduct. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b).

3. By this Plea Agreement, Defendant agrees to enter a voluntary plea of guilty to Counts 9 and 10 of the Indictment, which charge the Defendant with violating 18 U.S.C. § 1343.

The Defendant has read the charges against him contained in the Indictment and those charges have been fully explained to him by his attorney. The Defendant fully understands the nature and elements of the crimes with which he has been charged. The Defendant, pursuant to the terms of this Plea Agreement, will plead guilty to the criminal charges described in this paragraph because he is in fact guilty of these charges and will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below.

**FACTUAL BASIS FOR OFFENSE CHARGED**

4. Had this case gone to trial, the United States would have presented evidence sufficient to prove the following facts:

(a) Background. For purposes of this Plea Agreement, the “relevant period” is that period from in or about January 2006 and continuing until at least as late as September 2007. During the relevant period, the Defendant was president and 50% owner of the corporation identified in the Indictment as Company B, a company that performed repairs on residential properties in the Northern District of Illinois and elsewhere. Throughout the relevant period, Company B’s principal places of business were in Spring Grove and McHenry, Illinois. During the relevant period, Company B performed repairs on residential properties for Ocwen Loan Servicing, LLC (“Ocwen”), a property management company organized and existing under the laws of Delaware, with its headquarters in West Palm Beach, Florida. Throughout the relevant period, Ocwen managed foreclosed properties under contract with the U.S. Department of Veterans Affairs (“the VA”) in the Northern District of Illinois, and throughout the United States. Throughout and prior to the relevant

period, the VA guaranteed qualifying residential mortgages for veterans. Under the contract between the VA and Ocwen, if a veteran defaulted (and after foreclosure), Ocwen completed necessary repairs and re-sold the property. This process of repairing and re-selling is colloquially called VA-REO. The Ocwen employees who handled VA-REO were called Residential Sales Managers ("RSMs") (also known as Residential Sales Consultants ("RSCs") (hereinafter referred to collectively as "RSMs")). Throughout the relevant period, for purposes of VA-REO, Ocwen's principal place of business was in Orlando, Florida.

(b) The Scheme and Artifice. During the relevant period, the Defendant knowingly and willfully participated in a scheme and artifice to defraud the VA, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and intending to defraud the VA.

(c) Manner and Means. During the relevant period, and with the assistance of Co-Defendant Ryan J. PIANA, other RSMs recruited into the scheme by PIANA, and Co-Defendant Ronald B. HURST, the Defendant obtained VA-REO property repair contracts through fraudulent means for Company B and several companies owned or controlled by HURST. Those companies are identified in the Indictment as Companies C, D, E, F, and G; Companies B through G are collectively referred to in the Indictment as "the Relevant Companies." The Defendant and HURST each owned 50% of Company B. Since VA rules usually required multiple bids for any particular repair contract, PIANA and other RSMs recruited by PIANA would either (i) solicit multiple bids from Company B and the other Relevant Companies (including shell companies created to submit sham bids); or

(ii) provide the Defendant and HURST with genuine bids from unrelated companies, so that the Defendant and HURST could undercut those bids. The Defendant, PIANA, and HURST all took steps (i) to hide the fact that the Relevant Companies were related, thus giving the false appearance of competition where, in fact, there was none because HURST controlled all of the Relevant Companies; and (ii) otherwise to give the appearance that the Relevant Companies were awarded contracts as the result of genuine competition, when, in fact, no such competition existed. In return for steering jobs to the Relevant Companies, PIANA received payments from the Defendant and HURST. These payments were made indirectly through persons and companies identified in the Indictment as Company A, Person H, and Person I. Payments by Defendant and HURST to PIANA were also made indirectly through payments on credit card debt incurred by PIANA on a credit card owned by HURST for which PIANA was an authorized user. Throughout the relevant period, PIANA received as much as \$147,285 in payments from the Defendant and HURST for steering at least 239 repair contracts on VA-owned properties to the Relevant Companies. The last such payment to PIANA by Defendant and HURST was in September 2007. Ocwen paid \$2,258,132 to the Relevant Companies for 239 repair contracts. The properties affected by the scheme and artifice are located in the Northern District of Illinois and elsewhere throughout the United States.

(d) Wires. Throughout the relevant period, in McHenry, Illinois, in the Northern District of Illinois, and elsewhere, the Defendant, PIANA, and HURST, for the purpose of executing the scheme and artifice described above, caused to be transmitted by means of

wire communication in interstate commerce numerous writings, signals, and sounds, including emails, facsimiles, and telephone calls, all in violation of Section 1343 of Title 18 of the United States Code. Many of these interstate wire communications were sent and made from McHenry, Illinois, where the Defendant's and HURST's offices were located, to Orlando, Florida, where PIANA was located; and from Orlando, Florida, to McHenry, Illinois. These communications included sending competitive bid information to the Defendant and HURST and transmitting bids to Ocwen, as well as the wire transmissions described in Counts 9 and 10 of the Indictment.

**POSSIBLE MAXIMUM SENTENCE**

5. The Defendant understands that the statutory maximum penalty for each count of conviction which may be imposed against him upon conviction for a violation of 18 U.S.C. § 1343 is:

- (a) a term of imprisonment for twenty years (18 U.S.C. § 1343);
- (b) a fine in an amount equal to the greatest of (1) \$250,000, (2) twice the gross pecuniary gain derived from the crime, or (3) twice the gross pecuniary loss caused to the victims of the crime (18 U.S.C. § 1343; 18 U.S.C. § 3571(b) and (d)); and
- (c) a term of supervised release of at least two years, but not more than three years, following any term of imprisonment. If the Defendant violates any condition of supervised release, the Defendant could be required to serve up to two years in prison (18 U.S.C. § 3559(a)(3); 18 U.S.C. § 3583(b)(2) and (e)(3); and United States Sentencing Guidelines ("U.S.S.G.," "Sentencing Guidelines," or "Guidelines") § 5D1.2(a)(2)).

6. In addition, the Defendant understands that:

(a) pursuant to 18 U.S.C. § 3663A(c)(1)(A)(ii), the Court shall order him to pay restitution to the victims of the offense; and

(b) pursuant to 18 U.S.C. § 3013(a)(2)(A), the Court is required to order the Defendant to pay a \$100 special assessment upon conviction for each count to which he pleads guilty.

### **SENTENCING GUIDELINES**

7. The Defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing, along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. The Defendant understands that the Guidelines determinations will be made by the Court by a preponderance of the evidence standard and that the Court may consider any reliable evidence, including hearsay, in making such determinations. The Defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a).

8. The parties acknowledge and agree that they have discussed all of the Sentencing Guidelines provisions which they believe to be applicable to the offense to which Defendant is pleading guilty. Defendant acknowledges and agrees that his attorney, in turn, has discussed the applicable Sentencing Guidelines provisions with him to Defendant's satisfaction.

**SENTENCING GUIDELINES CALCULATION**

9. The Defendant understands that the United States will recommend an offense level under the Sentencing Guidelines in accordance with the calculations in this paragraph.

(a) The base guideline is U.S.S.G. § 2B1.1, with a base Offense Level of 7.

(b) Pursuant to U.S.S.G. § 2B1.1(b)(1)(F), the base Offense Level is increased by 10 because the known gain from the offense is more than \$120,000, but less than \$200,000. Pursuant to Application Note 3(B) to U.S.S.G. § 2B1.1, gain is an appropriate alternative measure of loss, because loss reasonably cannot be determined.

(c) Pursuant to U.S.S.G. § 2B1.1(b)(10), the use of sophisticated means (e.g., shell companies) in the scheme and artifice raises the Offense Level by 2, for a total adjusted Offense Level of 19.

(d) The Defendant should receive a three-level adjustment for acceptance of responsibility pursuant to U.S.S.G. §§ 3E1.1(a) and (b). The resulting Offense Level would therefore be 16.

(e) The parties are not aware of any information which would impact the Defendant's criminal history category. If no other information is discovered, the Defendant's criminal history category would be I. The parties understand that the Defendant's criminal history category is determined by the Court.

(f) Pursuant to U.S.S.G. § 5E1.2(b), the Guidelines Fine Range for an individual with Offense Level 16 is between \$5,000 and \$50,000.



(g) Pursuant to the U.S.S.G. Sentencing Table, the Guidelines Imprisonment Range for an individual with Offense Level 16 is between twenty-one and twenty-seven months, assuming a Criminal History Category of I.

(h) The Defendant understands that the Court will order him to pay a \$100 special assessment for each count to which he pleads guilty, pursuant to 18 U.S.C. § 3013(a)(2)(A), in addition to any fine imposed.

The parties agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree not to seek or support any sentence outside of the Guidelines range nor any Guidelines adjustment for any reason that is not set forth in this Plea Agreement.

10. The Defendant reserves the right to argue for a decrease in Offense Level under U.S.S.G. § 3B1.2. The Defendant understands that the United States will oppose any motion or argument by Defendant for such a reduction. The Defendant reserves the right to object to the two-point increase in the Offense Level under U.S.S.G. § 2B1.1(b)(10). The Defendant understands that the United States will oppose this objection.

#### **SENTENCING AGREEMENT**

11. Pursuant to Fed. R. Crim. P. 11(c)(1)(B), and subject to the continuing, full, and truthful cooperation of the Defendant, as described in Paragraph 22 of this Plea Agreement, the United States agrees that it will recommend as the appropriate disposition of this case, that the Court impose a sentence requiring the Defendant to pay restitution; requiring the Defendant to pay the

United States a criminal fine within the range of \$5,000 to \$50,000 (subject to the Defendant's ability to pay under U.S.S.G. § 5E1.2(e)), payable in full before the fifteenth (15<sup>th</sup>) day after the date of judgment; and including a period of imprisonment of twenty-one to twenty-seven months; both fine and imprisonment being consistent with Offense Level 16 under the Sentencing Guidelines ("the Recommended Sentence"). The Defendant is free to recommend any sentence based on 18 U.S.C. § 3553(a). The Defendant understands that the United States will oppose any recommendation that does not include restitution, or a fine and a sentence of imprisonment within the Guidelines range. The United States also reserves the right to comment on or to correct any representation made by or on behalf of the Defendant, and to supply any other information that the Court may require.

12. Should the Defendant's cooperation described in Paragraph 22 of this Plea Agreement provide substantial assistance in the United States' investigation and prosecution of violations of federal criminal law in this and related cases, in the sole discretion of the United States, the Recommended Sentence may be modified in accordance with this paragraph. If the United States determines, in its sole discretion, that prior to sentencing in this case the Defendant has provided substantial assistance in its investigation and prosecution in this and related cases, the United States agrees that (a) it will make a motion for a downward departure, pursuant to U.S.S.G. § 5K1.1; (b) the motion will recommend a three-level downward departure from the Guidelines fine and imprisonment ranges in Paragraph 11 of this Plea Agreement, resulting in an Offense Level of 13; and (c) it will request that the Court impose the fine and term of imprisonment consistent with Offense Level 13, because of the Defendant's substantial assistance in the government's

investigation and prosecution of violations of federal criminal law in this and related cases.

Specifically, the United States will recommend modifying the Recommended Sentence to require the Defendant to pay the United States a criminal fine within the range of \$3,000 to \$30,000 (subject to the Defendant's ability to pay under U.S.S.G. § 5E1.2(e)), payable in full before the fifteenth (15<sup>th</sup>) day after the date of judgment; and including a period of imprisonment of twelve to eighteen months. All other terms of the Recommended Sentence will remain unchanged. The Defendant is free to argue for any sentence based on 18 U.S.C. § 3553(a).

13. Defendant acknowledges that the decision whether he has provided substantial assistance in any investigations or prosecutions and has otherwise complied with the terms of the Plea Agreement is within the sole discretion of the United States. It is understood that, should the United States determine that Defendant has not provided substantial assistance in any investigations or prosecutions, or should the United States determine that Defendant violated any provision of this Plea Agreement, such a determination will not entitle Defendant to withdraw his guilty plea once it has been entered. Defendant further understands that whether or not the United States files a motion pursuant to U.S.S.G. § 5K1.1, the sentence to be imposed on him remains within the sole discretion of the sentencing Judge.

14. If the United States does not move the Court, pursuant to U.S.S.G. § 5K1.1, to depart from the applicable Guideline range, the United States will recommend a sentence based on the calculations set forth in Paragraph 9 of this Plea Agreement, the Defendant 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 U.S.S.G. § 5K1.1. Defendant may not withdraw his plea of guilty because the United States has failed to make a motion pursuant to U.S.S.G. § 5K1.1.

15. The Defendant understands that the United States will recommend that the Court sentence him to pay restitution to the victim in the case, the VA. The Defendant understands that the Court will ultimately decide whether to order the Defendant to pay restitution and the amount of such restitution. The Defendant understands that, should the Court order him to pay restitution, he will not be permitted on that basis to withdraw his guilty plea.

16. The parties acknowledge, understand, and agree that the Sentencing Guidelines recommendations included in this agreement represent the positions of the parties on the factors to be considered in calculating the appropriate sentence range under the Sentencing Guidelines. Defendant acknowledges and understands that the Sentencing Guidelines recommendations contained in this agreement do not create any right to be sentenced within any particular sentence range. The parties further understand and agree that if Defendant has provided false, incomplete, or inaccurate information that affects the calculation of the appropriate adjusted offense level or fine range or restitution amount, the United States is not bound to make the recommendations contained in this agreement.

17. Defendant and his attorney and the United States acknowledge that the above Guideline calculations are preliminary in nature and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the United States to conclude that different or additional Guideline provisions apply in this case. 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 Guideline calculation. Accordingly, the validity of the Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and the Defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

18. The parties acknowledge, understand, and agree that neither the sentencing court nor the U.S. Probation Office is a party to or bound by this agreement. The parties further understand that the U.S. Probation Office will make its own recommendations to the sentencing court. The United States and the Defendant understand that the Court retains complete discretion to accept or reject either party's sentencing recommendation. The sentencing court will make its own determinations regarding any and all issues relating to the application of the Sentencing Guidelines and may impose any sentence authorized by law up to the maximum penalties set forth in Paragraph 5. The parties further understand that the sentencing court may, in certain circumstances, depart either upward or downward from the otherwise applicable Guideline range.

19. The Defendant understands that, as provided in Fed. R. Crim. P. 11(c)(3)(B), if the Court does not impose a sentence consistent with either party's sentencing recommendation contained in this Agreement, he nevertheless has no right to withdraw his plea of guilty.

20. To enable the Court to have the benefit of all relevant sentencing information, the United States may request, and the Defendant will not oppose, that sentencing be postponed until his cooperation is complete.

21. Subject to the continuing, full, and truthful cooperation of the Defendant described in Paragraph 22 of this Plea Agreement, and before sentencing in the case, the United States will fully advise the Court and the Probation Office of (a) the fact, manner, and extent of the Defendant's cooperation, as well as his commitment to prospective cooperation with the United States' investigation and prosecutions, (b) all material facts relating to the Defendant's involvement in the charged offense, and (c) all other relevant conduct of the Defendant.

**DEFENDANT'S COOPERATION**

22. The Defendant will cooperate fully and truthfully with the United States in the prosecution of this case, the conduct of the current federal investigation of violations of federal criminal laws involving the repair of VA-REO properties in the state of Illinois and throughout the United States, any other federal investigation resulting therefrom, and any litigation or other proceedings arising or resulting from any such investigation to which the United States is a party ("Federal Proceeding"). The full, truthful, and continuing cooperation of the Defendant shall include, but not be limited to:

- (a) producing all non-privileged documents, including claimed personal documents, and other materials, wherever located, in the possession, custody, or control of the Defendant, requested by attorneys and agents of the United States;
- (b) making himself available for interviews at mutually agreed upon locations, not at the expense of the United States, upon the request of attorneys and agents of the United States;

(c) responding fully and truthfully to all inquiries of the United States in connection with any Federal Proceeding, without falsely implicating any person or intentionally withholding any information, subject to the penalties of making false statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503, et seq.);

(d) otherwise voluntarily providing the United States with any non-privileged material or information, not requested in (a) - (c) of this paragraph, that he may have that is related to any Federal Proceeding; and

(e) when called upon to do so by the United States in connection with any Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401 - 402), and obstruction of justice (18 U.S.C. § 1503, et seq.).

#### **GOVERNMENT'S AGREEMENT**

23. Subject to the full, truthful, and continuing cooperation of the Defendant, as described in Paragraph 22 of this Plea Agreement, and upon the Court's acceptance of the guilty plea called for by this Plea Agreement and the imposition of sentence, the United States will not bring further criminal charges against the Defendant for any Relevant Offense consisting of (a) any act or offense committed before the date of this Plea Agreement that was undertaken in furtherance of the scheme and artifice described in Paragraph 4 of this Plea Agreement; or (b) any act or offense that the Defendant disclosed to the United States pursuant to U.S.S.G. § 1B1.8 prior to the date of this Plea Agreement concerning a related or similar scheme and artifice to defraud. Additionally,

after sentence has been imposed on the Counts to which Defendant pleads guilty, as agreed herein, the United States will move to dismiss the remaining Counts of the Indictment against him.

However, nothing in this Plea Agreement will limit the United States from prosecuting the Defendant for crimes not disclosed in proffer statements prior to the entry of this Plea Agreement. Further, nothing in this Plea Agreement limits the United States in any way from prosecuting the Defendant for any criminal activity by Defendant occurring after the date this Plea Agreement is entered before the Court. The nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or securities laws, or to any crime of violence.

#### **REPRESENTATION BY COUNSEL**

24. The Defendant has reviewed all legal and factual aspects of this case with his attorney and is fully satisfied with his attorney's legal representation. The Defendant has thoroughly reviewed this Plea Agreement with his attorney and has received satisfactory explanations from his attorney concerning each paragraph of this Plea Agreement and alternatives available to the Defendant other than entering into this Plea Agreement. After conferring with his attorney and considering all available alternatives, the Defendant has made a knowing and voluntary decision to enter into this Plea Agreement.

#### **VOLUNTARY PLEA**

25. The Defendant's decision to enter into this Plea Agreement and to tender a plea of guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than the representations contained in this Plea Agreement. The United States



has made no promises or representations to the Defendant as to whether the Court will accept or reject the recommendations contained within this Plea Agreement.

**VIOLATION OF PLEA AGREEMENT**

26. The Defendant agrees that, should the United States determine in good faith, during the period that any Federal Proceeding is pending, that the Defendant has failed to provide full, truthful, and continuing cooperation, as described in Paragraph 22 of this Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United States will notify the Defendant or his counsel in writing by personal or overnight delivery or facsimile transmission and may also notify his counsel by telephone of its intention to void any of its obligations under this Plea Agreement (except its obligations under this paragraph), and the Defendant shall be subject to prosecution for any federal crime of which the United States has knowledge including, but not limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement. The Defendant agrees that, in the event that the United States is released from its obligations under this Plea Agreement and brings criminal charges against the Defendant for any Relevant Offense, the statute of limitations period for such offense shall be tolled for the period between the date of the signing of this Plea Agreement and six months after the date the United States gave notice of its intent to void its obligations under this Plea Agreement.

27. The Defendant understands and agrees that in any further prosecution of him resulting from the release of the United States from its obligations under this Plea Agreement based on the Defendant's violation of the Plea Agreement, any documents, statements, information, testimony, or evidence provided by him to attorneys or agents of the United States, federal grand

juries, or courts, and any leads derived therefrom, may be used against him in any such further prosecution. In addition, the Defendant unconditionally waives his right to challenge the use of such evidence in any such further prosecution, notwithstanding the protections of Fed. R. Evid. 410.

**ENTIRETY OF AGREEMENT**

28. This Plea Agreement constitutes the entire agreement between the United States and the Defendant concerning the disposition of the criminal charge in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and the Defendant.

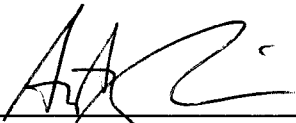
29. The undersigned attorneys for the United States have been authorized by the Attorney General of the United States to enter this Plea Agreement on behalf of the United States.

DATED: 21 SEPTEMBER 2012

Respectfully submitted,

BY: 

Bryant A. Carbonell  
Defendant

  
Anthony W. Hill  
Counsel for Bryant A. Carbonell

BY: 

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