UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 6:07-cr-176-Orl-19KRS

ANGEL L. RODRIGUEZ VASQUEZ

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by the Antitrust Division of the United States Department of Justice, and the defendant, Angel L. Rodriguez Vasquez, and the attorney for the defendant, Ricardo R. Pesquera, mutually agree as follows:

A. Particularized Terms

1. Charge Pleading To

The defendant shall enter a plea of guilty to the Information. The Information charges the defendant with conspiracy to commit offenses against the United States, in violation of 18 U.S.C. § 371 (18 U.S.C. §§ 1343 and 1346).

2. Maximum Penalties

The charge carries a maximum sentence of five years imprisonment; a fine in an amount equal to the greatest of (1) $250,000, (2) twice the gross pecuniary gain the conspirators derived from the crime, or (3) twice the gross pecuniary loss caused to the victims of the crime by the conspirators; a term of supervised release of not more than three years; and a special assessment of $100, said special assessment

to be due on the date of sentencing. With respect to this offense, the Court may order the defendant to make restitution to any victim of the offense.

3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of the charge are:

First: That two or more persons, in some way or manner, came to a mutual understanding to try to accomplish a common and unlawful plan, in this case, a scheme to defraud or a scheme to fraudulently deprive another of the intangible right of honest services, as charged in the Information;

Second: That the defendant, knowing the unlawful purpose of the plan, willfully joined in it with intent to defraud;

Third: That one of the conspirators during the existence of the conspiracy knowingly committed at least one of the overt acts described in the Information, in this case, that the defendant caused interstate wire transmissions for the purpose of executing the scheme to defraud; and

Fourth: That such "overt act" was knowingly committed at or about the time alleged in an effort to carry out or accomplish some object of the conspiracy.

4. Indictment Waiver

Defendant will waive the right to be charged by way of Indictment before a federal grand jury.

5. No Further Charges

If the Court accepts this plea agreement, the Antitrust Division and the United States Attorney's Office for the Middle District of Florida agree not to charge defendant with committing any other federal criminal offenses known to them at the time of the execution of this agreement, arising out of the defendant's employment at Fisher Scientific International, LLC ("Fisher Scientific").

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to any victim of the offense as determined by the Court.

7. Guidelines Sentence–Joint Recommendation

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States and the defendant agree to jointly recommend to the Court that the defendant be sentenced within the defendant's applicable guideline range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties

understand that such a joint recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Two Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

9. Low End

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a sentence at the low end of the applicable guideline range, as calculated by the Court. The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

10. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charge in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the Antitrust Division, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG § 5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the Antitrust Division, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type

of motion related thereto will be filed, if any, rests solely with the Antitrust Division, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

11. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

12. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full,

complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(3) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(4) The defendant will not be permitted to withdraw the guilty plea to the charge to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to the charge to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

14. Taxes - Payment and Cooperation

The defendant agrees to pay all taxes, interest, and penalties found to be lawfully owed and due to the Internal Revenue Service for the years 2003 through and including 2005, and to cooperate with and provide to the Internal Revenue Service any documentation necessary for a correct computation of all taxes due and owing for those years, and further agrees that the Court may make this term a condition of any sentence of probation or supervised release.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1) (limited to offenses committed on or after April 24, 1996); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663 (limited to offenses committed on or after November 1, 1987) or § 3579, including restitution as to the offense charged. On the charge to which a plea of guilty is entered, the Court shall impose a special assessment, to be payable to the Clerk's Office, United States District Court, and due on date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provides for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the charge to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit, upon execution of this plea agreement, an affidavit reflecting the defendant's financial condition. The defendant further agrees, and by the execution of this plea agreement, authorizes the Antitrust Division and United States Attorney's Office to provide to, and obtain from, the United States Probation Office or any victim named in an order of restitution, or any

other source, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court.

4. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

5. Defendant's Waiver of Right to Appeal and Right to Collaterally Challenge the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence or to challenge it collaterally on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by Title 18, United States Code, Section 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by Title 18, United States Code, Section 3742(a).

6. Antitrust Division and Middle District of Florida Agreement

It is further understood that this agreement is limited to the Antitrust Division and the Office of the United States Attorney for the Middle District of Florida, and cannot bind other federal, state, or local prosecuting authorities, although these offices will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

7. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

8. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel. The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if

defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offense to which defendant has pleaded and, if such offense is a felony, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

9. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt:

FACTS

DEFENDANT ANGEL L. RODRIGUEZ VASQUEZ, a resident of Cidra, Puerto Rico, knowingly and willfully engaged in a conspiracy to commit wire fraud and to deprive Fisher Scientific of the intangible right of honest services.

For purposes of this Plea Agreement, the "relevant period" is that period beginning at least as early as September 2003, and continuing thereafter at least through July 2005, the exact dates being unknown to the United States. During the relevant period, the defendant was a sales representative for Fisher

Scientific in Puerto Rico. The defendant's territories with Fisher Scientific were the United States Virgin Islands ("Virgin Islands") and Puerto Rico, where Fisher Scientific was a homeland security vendor. As part of his duties, the defendant negotiated contracts with Virgin Islands government officials for the purchase of Fisher Scientific products, including emergency vehicle equipment.

In April 2003, the defendant began negotiations to provide emergency vehicles to the Virgin Islands government. As part of the defendant's negotiations with Virgin Islands government officials, he contacted Co-Conspirator One ("CC-1"), a sales representative for JPS Communications, Inc. ("JPS"). CC-1 worked for JPS from his home office in Kissimmee, Florida. CC-1 and the defendant began working together on negotiations with the Virgin Islands government officials. CC-1 later contacted Co-Conspirator Two ("CC-2"), general manager for AK Specialty Vehicles, LLC ("AKSV"), and agreed that AKSV would work for JPS as a subcontractor on the Virgin Islands emergency vehicles contract. AKSV was headquartered in Harvey, Illinois, but had its principal place of business in Sanford, Florida. Advanced Vehicle Systems, LLC ("AVS"), formerly known as Audio Intelligence Devices, Inc., was a subcontractor of AKSV. AVS provided explosive ordinance disposal equipment for the emergency vehicles sold to the Virgin Islands government. AVS' main office was located in Deerfield Beach, Florida.

In September 2003, Fisher Scientific representatives, Virgin Islands government officials, and the defendant participated in a conference call where the

Fisher Scientific representatives informed the Virgin Islands government officials and the defendant that Fisher Scientific would not be able to provide emergency vehicles to the Virgin Islands government. As a result of the conference call, the defendant was not to have any further involvement with the Virgin Islands emergency vehicles contract.

After learning that Fisher Scientific and the defendant would no longer be involved on the Virgin Islands emergency vehicles contract, CC-1, CC-2, and the defendant agreed that the defendant would receive $24,976.00 in secret commission payments in exchange for the defendant's assistance in facilitating the sale of emergency vehicles from JPS to the Virgin Islands government. However, the commission payments should have been paid to Fisher Scientific. The defendant failed to disclose the agreement to receive secret commission payments to Fisher Scientific.

In December 2004, the defendant, CC-1, and CC-2 arranged for AVS to pay the defendant commissions. At the direction of CC-1, the defendant e-mailed his personal Banco Popular de Puerto Rico checking account information to AVS for the purpose of causing wire transfers of secret commission payments to his account. On December 6, 2004, AVS made a wire transfer of $3,333.06 from its bank account in Florida to the defendant's bank account in Puerto Rico. AVS believed the commissions paid to the defendant were legitimate.

On July 6, 2005, AVS made a second wire transfer of $7,717.50 from its bank account in Florida to the defendant's bank account in Puerto Rico. The defendant subsequently concealed receipt of the secret commission payments from Fisher Scientific.

The defendant had a fiduciary duty to transact business in the best interests of his employer, Fisher Scientific, and to act honestly and faithfully in all of his dealings with Fisher Scientific. In addition, the defendant had a duty to make a full and fair disclosure of any income (commission payments) he received, or expected to receive, from any person doing business with Fisher Scientific during the course of his employment with Fisher Scientific. The defendant breached his fiduciary duty to Fisher Scientific by receiving secret commission payments, which rightfully should have been paid to Fisher Scientific. The defendant foresaw or reasonably should have foreseen that Fisher Scientific might suffer an economic harm as a result of his breach of fiduciary duty to Fisher Scientific.

10. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

11. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 9th day of October, 2007.

ANGEL L. RODRIGUEZ VASQUEZ
Defendant

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