



**U.S. Department of Justice**

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Northern Division*

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December 17, 2024

**VIA EMAIL**

Lucius Outlaw  
Outlaw PLLC  
loutlaw3@outlawpllc.com

Re: *United States v. Antwann Rawls*

Dear Mr. Outlaw:

This letter, together with the Sealed Supplement, confirms the plea agreement (this "Agreement") that has been offered to your client, Antwann Rawls (hereinafter "Defendant"), by the United States Attorney's Office for the District of Maryland ("this Office") and the Antitrust Division of the United States Department of Justice (the "Division," and together with this Office, the "Government"). If the Defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by December 28, 2024, it will be deemed withdrawn. The terms of the Agreement are as follows:

Offense of Conviction

1. The Defendant agrees to waive indictment pursuant to Federal Rule of Criminal Procedure 7(b) and plead guilty to a One Count Criminal Information charging him with knowingly entering into a conspiracy to commit wire fraud, in violation of 18 U.S.C. § 371. The Defendant admits that he is, in fact, guilty of this offense and will so advise the Court.

Elements of the Offense

2. The elements of the offense to which the Defendant has agreed to plead guilty, and which the Government would prove if the case went to trial, is as follows:

Count One: Conspiracy to Defraud the United States

That at some point during the approximate time period alleged in the Information, in the District of Maryland and elsewhere:

- (1) The Defendant and one or more persons entered into the unlawful agreement charged in the Information;
- (2) the Defendant knowingly and willfully became a member of the conspiracy;
- (3) one of the members of the conspiracy knowingly committed at least one of the overt acts charged in the Information; and
- (4) the overt act was committed to further some objective of the conspiracy.

#### Penalties

3. The maximum penalties provided by statute for the offense to which the Defendant is pleading guilty are as follows:

Statute	Maximum Prison	Supervised Release	Maximum Fine	Special Assessment
18 U.S.C. § 371	5 years	3 years	Greater of \$250,000 or twice the gain or loss from the offense	\$100

a. Supervised Release: If the Court orders a term of supervised release, and the Defendant violates the conditions of supervised release, the Court may order the Defendant returned to custody to serve a term of imprisonment as permitted by statute, followed by an additional term of supervised release.

b. Restitution: The Court may order the Defendant to pay restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664.

c. Payment: If a fine or restitution is imposed, it shall be payable immediately, unless the Court orders otherwise under 18 U.S.C. § 3572(d). The Defendant may be required to pay interest if the fine is not paid when due.

d. Forfeiture: The Court may enter an order of forfeiture of assets directly traceable to the offense, substitute assets, and/or a money judgment equal to the value of the property subject to forfeiture.

e. Collection of Debts: If the Court imposes a fine or restitution, this Office's Financial Litigation Unit will be responsible for collecting the debt. If the Court establishes a schedule of payments, the Defendant agrees that: (1) the full amount of the fine or restitution is nonetheless due and owing immediately; (2) the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment; and (3) the United States may fully employ all powers to collect on the total amount of the debt as provided by law. Until the debt is paid, the Defendant agrees to disclose all assets in which the Defendant has any interest or over which the Defendant exercises direct or indirect control. Until the money judgment is satisfied, the Defendant authorizes the Government to obtain a credit report in order to evaluate the Defendant's ability to pay, and to



request and review the Defendant's federal and state income tax returns. The Defendant agrees to complete and sign a copy of IRS Form 8821 (relating to the voluntary disclosure of federal tax return information) and a financial statement in a form provided by this Office.

#### Waiver of Rights

4. The Defendant understands that by entering into this Agreement, the Defendant surrenders certain rights as outlined below:

a. If the Defendant had pled not guilty and persisted in that plea, the Defendant would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, the Government, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the Government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the Government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in defense, however, the Defendant would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in the Defendant's own defense if the Defendant so chose, and the Defendant would have the right to refuse to testify. If the Defendant chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from the Defendant's decision not to testify.

e. If the Defendant were found guilty after a trial, the Defendant would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that the Defendant may have to answer the Court's questions both about the rights being given up and about the facts of the case. Any statements that the Defendant makes during such a hearing would not be



admissible against the Defendant during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, the Defendant will be giving up the right to file and have the Court rule on pretrial motions, and there will be no further trial or proceeding of any kind in the above-referenced criminal case, and the Court will find the Defendant guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status, including possible denaturalization. The Defendant recognizes that if the Defendant is not a citizen of the United States, or is a naturalized citizen, pleading guilty may have consequences with respect to the Defendant's immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including the Defendant's attorney or the Court, can predict with certainty the effect of a conviction on immigration status. The Defendant is not relying on any promise or belief about the immigration consequences of pleading guilty. The Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any potential immigration consequences.

#### Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Sentencing Guidelines are advisory, not mandatory and the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

#### Factual and Advisory Guidelines Stipulation

6. The Government and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto, which the Government would prove beyond a reasonable doubt, and to the following applicable sentencing guidelines factors:

#### Count One

a. The parties agree and stipulate that pursuant to U.S.S.G. §§ 2C1.1(a)(2) and 2X1.1, the base offense level is **6**.

b. Pursuant to U.S.S.G. § 2C1.1(b)(1)(H), the parties stipulate and agree that the base offense level is increased by **14** because the conduct involved loss of more than \$550,000 but less than \$1,500,000.



d. Pursuant to U.S.S.G. § 3B1.2(a), the parties stipulate and agree that the offense level is reduced by 4 levels because the defendant played between a minor and minimal role in the conspiracy.

This calculation results in an offense level for Count 1 of **17 (seventeen)**.

f. The Government does not oppose a two-level reduction in the Defendant's adjusted offense level, based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for his criminal conduct. The Government agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional one-level decrease in recognition of the Defendant's timely notification of the Defendant's intention to enter a plea of guilty. The Government may oppose any adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about his involvement in the offense; (d) is untruthful with the Court, the Government, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw his plea of guilty.

g. The Government will not oppose a two-level downward adjustment if the Court determines that the Defendant meets the criteria listed in the adopted Section 4C1.1. The Defendant waives the right to seek a sentence reduction under 18 U.S.C. § 3582(c)(2) based on the adopted Section 4C1.1.

Therefore, the final anticipated adjusted offense level is **12 (twelve)**.

7. There is no agreement as to the Defendant's criminal history and the Defendant understands that the Defendant's criminal history could alter the Defendant's offense level. Specifically, the Defendant understands that the Defendant's criminal history could alter the final offense level if the Defendant is determined to be a career offender or if the instant offense was a part of a pattern of criminal conduct from which the Defendant derived a substantial portion of the Defendant's income.

8. Other than as set forth above, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines are in dispute or will be raised in calculating the advisory guidelines range.

#### Obligations of the Parties

9. At the time of sentencing, the Government and the Defendant reserve the right to advocate for a reasonable sentence, period of supervised release, and/or fine considering any appropriate factors under 18 U.S.C. § 3553(a). The Government and the Defendant reserve the right to bring to the Court's attention all information with respect to the Defendant's background, character, and conduct that the Government or the Defendant deem relevant to sentencing.



### Waiver of Appeal

10. In exchange for the concessions made by the Government and the Defendant in this Agreement, the Government and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or any other statute or constitutional provision, to appeal the Defendant's conviction on any ground whatsoever. This includes a waiver of all right to appeal the Defendant's conviction on the ground that the statute(s) to which the Defendant is pleading guilty is unconstitutional, or on the ground that the admitted conduct does not fall within the scope of the statute(s), to the extent that such challenges legally can be waived.

b. The Defendant and the Government knowingly and expressly waive all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed (including any term of imprisonment, fine, term of supervised release, or order of restitution) for any reason (including the establishment of the advisory sentencing guidelines range, the determination of the Defendant's criminal history, the weighing of the sentencing factors, and any constitutional challenges to the calculation and imposition of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release).

c. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from the Government or any investigating agency.

### Restitution

11. The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663 and 3663A and §§ 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation, which the parties stipulate and agree is at least \$1,300,000. The Defendant shall be jointly and severally liable with any codefendants the Court also orders to pay restitution for the full amount of the victim's loss. The Defendant further agrees that he will fully disclose to the probation officer and to the Court, subject to the penalty of perjury, all information, including but not limited to copies of all relevant bank and financial records, regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this plea agreement, and the Government may seek to be relieved of its obligations under this agreement.

### Forfeiture

12. The Defendant understands that the Court may enter an Order of Forfeiture as part of the Defendant's sentence, and that the Order of Forfeiture may include assets directly traceable to the offense(s), substitute assets, and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offenses.



13. The Defendant agrees to consent to the entry of orders of forfeiture for the property described herein and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2, and 43(a) regarding notice of the forfeiture in the charging instrument, advice regarding forfeiture during the change of plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

14. The Defendant agrees to assist fully in the forfeiture of the above property. The Defendant agrees to disclose all assets and sources of income, to consent to all requests for access to information related to assets and income, and to take all steps necessary to pass clear title to the forfeited assets to the United States, including executing all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are made available for forfeiture.

15. The Defendant waives all challenges to any forfeiture carried out in accordance with this Agreement on any grounds, including any and all constitutional, legal, equitable, statutory, or administrative grounds brought by any means, including through direct appeal, habeas corpus petition, or civil complaint. The Defendant will not challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this Agreement, and will not assist any third party with any challenge or review or any petition for remission of forfeiture.

#### Defendant's Conduct Prior to Sentencing and Breach

16. Between now and the date of the sentencing, the Defendant will not engage in conduct that constitutes obstruction of justice under U.S.S.G. § 3C1.1; will not violate any federal, state, or local law; will acknowledge guilt to the probation officer and the Court; will be truthful in any statement to the Court, the Government, law enforcement agents, and probation officers; will cooperate in the preparation of the presentence report; and will not move to withdraw from the plea of guilty or from this Agreement.

17. If the Defendant engages in conduct prior to sentencing that violates the above paragraph of this Agreement, and the Court finds a violation by a preponderance of the evidence, then: (i) the Government will be free from its obligations under this Agreement; (ii) the Government may make sentencing arguments and recommendations different from those set out in this Agreement, even if the Agreement was reached pursuant to Rule 11(c)(1)(C); and (iii) in any criminal or civil proceeding, the Government will be free to use against the Defendant all statements made by the Defendant and any of the information or materials provided by the Defendant, including statements, information, and materials provided pursuant to this Agreement, and statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure. A determination that the Government is released from its obligations under this Agreement will not permit the Defendant to withdraw the guilty plea. The Defendant acknowledges that the Defendant may not withdraw the Defendant's guilty plea—even if made pursuant to Rule 11(c)(1)(C)—if the Court finds that the Defendant breached the Agreement. In that event, neither the Court nor the Government will be bound by the specific sentence or sentencing range agreed and stipulated to herein pursuant to Rule 11(c)(1)(C).



### Court Not a Party

18. The Court is not a party to this Agreement. The sentence to be imposed is within the sole discretion of the Court. The Court is not bound by the Sentencing Guidelines stipulation in this Agreement. The Court will determine the facts relevant to sentencing. The Court is not required to accept any recommendation or stipulation of the parties. The Court has the power to impose a sentence up to the maximum penalty allowed by law. If the Court makes sentencing findings different from those stipulated in this Agreement, or if the Court imposes any sentence up to the maximum allowed by statute, the Defendant will remain bound to fulfill all of the obligations under this Agreement. Neither the prosecutor, defense counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

### Entire Agreement

19. This letter, together with the Sealed Supplement, constitutes the complete plea agreement in this case. This letter, together with the Sealed Supplement, supersedes any prior understandings, promises, or conditions between the Government and the Defendant. There are no other agreements, promises, undertakings, or understandings between the Defendant and the Government other than those set forth in this letter and the Sealed Supplement. No changes to this Agreement will be effective unless in writing, signed by all parties and approved by the Court.

If the Defendant fully accepts each and every term and condition of this Agreement, please sign and have the Defendant sign the original and return it to me promptly.

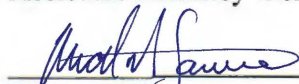
Very truly yours,

Erek L. Barron  
United States Attorney



Aaron S.J. Zelinsky  
Sean R. Delaney  
Darren Gardner  
Assistant United States Attorneys

Jonathan Kanter  
Assistant Attorney General



Michael Sawers  
Zachary Trotter  
Elizabeth French  
Trial Attorneys  
Antitrust Division



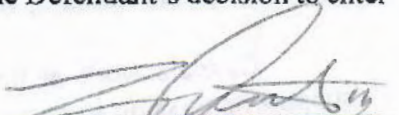
I have read this Agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

Date: 12/23/24

  
Antwann Rawls

I am the Defendant's attorney. I have carefully reviewed every part of this Agreement, including the Sealed Supplement with the Defendant. The Defendant advises me that the Defendant understands and accepts its terms. To my knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

Date: 12/23/24

  
Lucius Outlaw, Esq.

### **Attachment A - Stipulation of Facts**

**The undersigned parties stipulate and agree that if this case had proceeded to trial, this Office and the Division would have proved the following facts beyond a reasonable doubt. The parties also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this matter proceeded to trial.**

Antwann Rawls ("Rawls") is 46 years old and resides in Montgomery village, Maryland.

Since 2015, Rawls has worked as a contractor at an agency of the United States Department of Defense (the "DoD Agency"). Rawls was employed by Company 1, a government IT consulting company whose principal place of business is in Fulton, Maryland. Company 1 is owned and operated by Individual 1, who also supervises Rawls.

Rawls's work at the DoD Agency includes building and maintaining data centers that support its mission in various locations throughout the country. Rawls assists the Government in identifying technical requirements for computers, software, servers, and any other equipment required to build, maintain, or modify the DoD Agency's IT infrastructure. As part of Rawls work, he assists the DoD Agency in assessing equipment procurements and evaluating bids submitted to the DoD.

In late 2018 and early 2019, the DoD Agency sought to purchase new equipment for data centers located in Maryland and Hawaii (the "2019 Data Center Procurement"). The DoD Agency allocated approximately \$5 million in funding for each location. Rawls assisted in developing requirements and conducting market research to assist the DoD Agency in soliciting competitive bids from qualified vendors. Rawls was also tasked by the DoD Agency with obtaining competitive bids from prospective equipment resellers and evaluating each prospective reseller's bid.

Although he did not need it to accomplish his job, Rawls obtained the agency-funding amount budgeted for the 2019 Data Center Procurement (approximately \$5 million each). Rawls then provided that information to Individual 1 so that Individual 1 could use another company he created, Company 2, to submit a bid amount just below the budgeted threshold. Individual 1 instructed Rawls "[Company 2] is nobody to you ... just another company."

Rawls was also tasked by the DoD Agency with obtaining two more bids in addition to the bid submitted by Company 2 to ensure that the DoD Agency complied with competitive bidding requirements for the 2019 Data Center Procurement. Rawls forwarded the request for two more "competitive" bids to Individual 1. Individual 1 then obtained two bids from two other companies, Company 3 and Company 4, and forwarded those bids to Rawls. Rawls knew that these two bids were not competitive, and were instead inflated, complementary, sham bids that were intended to lose. In other words, Individual 1 obtained the "competing" bids from other suppliers, ensuring that they came in well over budget, and forwarded them to Rawls to provide to the DoD Agency under the guise of being independent competitive bids, when in truth and fact Rawls knew they were sham bids. Despite knowing this, Rawls provided the sham bids to the DoD Agency anyway.



In particular, on or about January 24, 2019, Individual 1 received an email from a Company 3 employee regarding the 2019 Data Center Procurement, stating that, “[a]lso procurement reached out directly to [Company 3] so I will be submitting a high price third bid.” Rawls knew that Company 3 was submitting an artificially inflated (“high price”) bid so that Company 2 could obtain the contract for the 2019 Data Center Procurement. Company 3 subsequently submitted a bid for approximately \$7.5 million per data center, almost 50% more than Company 2 bid. Rawls knowingly agreed with Individual 1 and Company 2 to submit Company 3’s complementary bid. The companies that coordinated and then submitted the three bids—Company 2, Company 3, and Company 4—were each horizontal competitors in bidding for the 2019 Data Center Procurement. In addition, Rawls and the co-conspirators sent and caused to be sent interstate wires, including the transfer of funds electronically and emails, in order to carry out the conspiracy. For example, on May 7, 2019, in furtherance of the conspiracy, the conspirators caused an electronic payment to be made by the United States Government \$8,195,992.52 from a location outside Maryland to a location within Maryland.

The actions of Rawls, Individual 1, and others frustrated the DoD Agency’s competitive bidding process for the data centers by, among other things, improperly disclosing bid information and by colluding on who would submit the winning bid. Their agreement to rig the bids for the purchase of equipment at DoD data centers resulted in the submission of bids for the DoD for that equipment at artificially determined, non-competitive prices. Rawls knowingly participated in the charged conspiracies and knew it was wrong to do so at the time.

On January 31, 2019, the DoD Agency awarded the data center equipment purchases to Company 2 for approximately \$4.84 Million each (\$9.7 million total). The loss amount resulting from the fraudulent scheme was at least \$1,300,000. As a direct result of Rawls and his coconspirators’ scheme, the United States paid funds to Company 2 on or about May 9, 2019, and Individual 1 made payments to coconspirators of funds derived from the United States’ May 9, 2019, payment.

The amount paid by the DoD Agency was a product of the agreement to rig bids among, at least, Individual 1, Company 2, Rawls, and Individual 2, an employee of Company 3. Individual 1 and Rawls subsequently met and discussed potential additional compensation Rawls would receive for his role in scheme.



**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

**UNITED STATES OF AMERICA**

**v.**

**ANTWANN RAWLS,**

**Defendant**

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\*  
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**CRIMINAL NO.**

**UNDER SEAL**

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**SEALED SUPPLEMENT TO PLEA AGREEMENT**

This Sealed Supplement supplements and completes the plea agreement dated January 3, 2023 between the United States Attorney's Office ("this Office") and the Antitrust Division of the United States Department of Justice (the "Division," and together with this Office, the "Government") and the Defendant, Antwann Rawls (hereinafter "Defendant"), and is incorporated by reference into the above-referenced plea agreement. In addition to the understandings and undertakings agreed upon in that letter, the Government and the Defendant further agree as follows:

**Obligations of Defendant**

1. The Defendant agrees to cooperate with the Government on the following terms and conditions:

a. The Defendant shall fully and truthfully respond to all questions put to the Defendant by federal law enforcement authorities and other designated law enforcement officers. The Defendant shall fully and truthfully disclose to the Government all information with respect to the Defendant's activities and the activities of others concerning all matters as to which the Government may inquire. The Defendant shall promptly turn over to the Government any documents or other tangible evidence in the Defendant's possession or under the Defendant's control that are in any way relevant to any such matters. The Defendant agrees that the Statement of Facts is limited to information sufficient to support the guilty plea. The Defendant has provided or will provide more detailed facts in the course of the debriefings contemplated by this paragraph.

b. The Defendant shall cooperate completely with federal law enforcement authorities and any other law enforcement agency designated by the Government in any matter as to which the Defendant's cooperation may be required. The Defendant shall comply with any and all reasonable instructions from such authorities with respect to the specific assistance to be provided.

c. In connection with criminal investigations by federal law enforcement authorities, the Defendant shall act in an undercover capacity to the best of the Defendant's ability,



including allowing such authorities to monitor and record conversations with persons who are believed to be engaged in criminal conduct. The Defendant will comply fully with all reasonable instructions and directions of law enforcement authorities in this connection. Any such assistance the Defendant may provide to federal criminal investigators must be pursuant to the specific instructions and control of the Government and designated investigators.

d. The Defendant shall testify fully and truthfully before grand juries and at any trial and other court proceeding with respect to any matters about which the Government may require the Defendant's testimony.

e. The Defendant shall bring to the Government's attention all crimes that the Defendant has committed, and all proceedings, investigations, or prosecutions in which the Defendant knows the Defendant has been or is a subject, target, party, or witness.

f. The Defendant shall not commit any offense in violation of federal, state, or local law between the date of this Agreement and the Defendant's sentencing in this case, and shall not violate any regulation of the institution in which the Defendant is detained or any condition of release.

g. The Defendant agrees to waive and relinquish any right or entitlement to all transportation, housing, per diem, and witness fees relative to all grand jury and Court appearances that may be required as part of the Defendant's cooperation.

h. To the extent that counsel is not present during the course of the Defendant's cooperation, the Defendant knowingly and expressly waives the right to have counsel present during communications with federal, state, and local law enforcement authorities.

#### Immunity

2. In order to permit the Defendant to make disclosures to the Government under this Agreement, any information and documents that the Defendant fully and truthfully discloses to the Government during the course of cooperation pursuant to this Agreement will not be used against the Defendant, directly or indirectly, by the Government in any federal criminal case, except as set forth below.

#### Obligations of the United States Attorney's Office

3. If the Defendant fully complies with all of the terms of this Agreement and this Sealed Supplement, then in connection with the Defendant's sentencing, the Government will inform the Probation Office and the Court of: (i) the nature and extent of the Defendant's cooperation; and (ii) all other information with respect to the Defendant's background, character, and conduct which the Government deems relevant to sentencing, including the conduct that is the subject of any counts of the Indictment that the Government has agreed to dismiss at sentencing.

4. If the Government determines that the Defendant has provided substantial assistance in an investigation or prosecution of others, and if the Defendant has fully complied



with all obligations under this Agreement and this Sealed Supplement, the Government may make a motion, pursuant to U.S.S.G. § 5K1.1 and/or 18 U.S.C. § 3553(e), if appropriate, requesting that the Court sentence the Defendant in light of the advisory factors set forth in § 5K1.1(a)(1)-(5) and requesting a downward departure. The Court is authorized to grant such a downward departure pursuant to 18 U.S.C. § 3553(e). The Government shall have sole discretion in determining whether the Defendant has provided such substantial assistance and, therefore, retains sole discretion in determining whether to make any motion pursuant to § 5K1.1 and/or 18 U.S.C. § 3553(e). The parties understand that the Government's determination whether the Defendant has provided substantial assistance is not reviewable by the Court, unless the determination to withhold a motion pursuant to § 5K1.1 and/or 18 U.S.C. § 3553(e) is made for an unconstitutional reason such as the Defendant's race or religion. The Government is not obligated to use the Defendant's cooperation or assistance in any matter. The Government need not prove a breach of this Agreement in order to decline to make a motion pursuant to § 5K1.1 and/or 18 U.S.C. § 3553(e). The Government's determination whether the Defendant has provided substantial assistance will not depend in any way on the outcome of any trial or other proceeding. If the Government makes a motion for a departure under § 5K1.1 and/or 18 U.S.C. § 3553(e), the Defendant is not bound by the departure level recommended by the Government. The Defendant understands that should the Government determine that the Defendant has not provided substantial assistance in an investigation or prosecution, such a determination will release the Government from any obligation to make a motion pursuant to § 5K1.1 or 18 U.S.C. § 3553(e), but will not entitle the Defendant to withdraw the Defendant's guilty plea once it has been entered. It is understood that, even if such a motion is made, the sentence to be imposed on the Defendant remains within the sole discretion of the Court.

5. At the time of sentencing, the Government will be free to recommend any sentence that is reasonable under the applicable factors set forth in 18 U.S.C. § 3553(a). At the time of sentencing, the Government will move to dismiss any open counts against the Defendant.

#### Breach and Remedies for Breach

6. The Defendant will be in breach of this Sealed Supplement if any of the following occurs: (i) if the Defendant commits any further crimes; (ii) if the Defendant has knowingly withheld information, given false, incomplete, or misleading testimony or information, falsely implicated an innocent person in the commission of a crime, exaggerated the involvement of any person in the commission of a crime in order to appear cooperative, or falsely minimized the involvement of any person (including the Defendant) in the commission of a crime; (iii) if the Defendant has engaged in conduct after the date of this Agreement that would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1; (iv) if the Defendant has failed to accept personal responsibility for the Defendant's conduct by failing to fully acknowledge guilt to the probation officer who prepares the Presentence Report or to the Court; (v) if the Defendant moves to withdraw from any portion of this Agreement, including a motion to withdraw from the guilty plea; or (vi) if the Defendant otherwise fails in any way to fulfill completely each and every one of the Defendant's obligations under this Agreement and the Sealed Supplement.

7. Whether or not the Defendant has violated the terms of this Sealed Supplement shall be determined by the Court in an appropriate proceeding at which all of the Defendant's



disclosures and documents shall be admissible and at which the Government shall be required to establish a breach by a preponderance of the evidence.

8. If the Court finds a breach, then the Government will be released from its obligations under this Agreement and may recommend to the Court any sentence that the Government considers appropriate, up to and including the maximum possible sentence. In addition, the Defendant shall be subject to prosecution by the Government for any federal criminal violation of which the Government has knowledge, including but not limited to perjury, false declaration, false statement and/or obstruction of justice, and the offenses charged in the other counts of the Indictment that would otherwise have been dismissed at sentencing. Further, the Government may use as evidence in any criminal proceeding all statements made by the Defendant to the Government or other designated law enforcement agents, any testimony given by the Defendant before a grand jury or other tribunal, and any documents or other tangible evidence provided by the Defendant, whether prior to or subsequent to the signing of this Agreement, and any leads therefrom. The Defendant shall assert no claim that such statements or any leads therefrom should be suppressed. Additionally, the Government may bring any such prosecution against the Defendant that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement, notwithstanding the expiration of the statute of limitations between the signing of this Sealed Supplement and the commencement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Sealed Supplement is signed.

9. The Defendant understands and agrees that the Defendant shall not be relieved of the obligations under this Agreement and this Sealed Supplement or permitted to withdraw from the guilty plea solely because the Government is relieved of any or all of its obligations under this Agreement and the Sealed Supplement.

#### No Protection from Certain Prosecutions

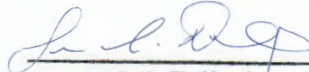
10. Nothing in this Sealed Supplement shall be construed to protect the Defendant in any way from prosecution for perjury, false declaration, or false statement, in violation of 18 U.S.C. §§ 1621, 1623, or 1001; obstruction of justice, in violation of 18 U.S.C. §§ 1503, 1505, 1510, or 1512; or any other offense committed by the Defendant after the date of this Agreement. The information and documents that the Defendant discloses to the Government pursuant to this Agreement may be used against the Defendant in any such prosecution.

#### Sentencing May Be Deferred

11. The Defendant waives and agrees to waive any rights under the Speedy Trial Act, and understands that sentencing may be delayed until any cooperation has been completed so that at sentencing the Court will have the benefit of all relevant information. The Defendant hereby consents to such postponements of sentencing as may be requested by the Government.

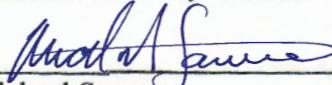
AGREED:

Erek L. Barron  
United States Attorney



Aaron S.J. Zelinsky  
Sean R. Delaney  
Darren Gardner  
Assistant United States Attorneys

Jonathan Kanter  
Assistant Attorney General



Michael Sawers  
Zachary Trotter  
Elizabeth French  
Trial Attorneys  
Antitrust Division

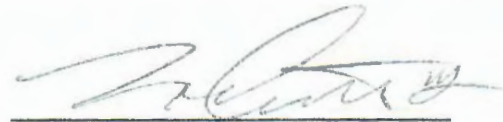
I have read this Sealed Supplement and carefully reviewed every part of it with my attorney. I understand it and I voluntarily agree to it. I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

12/23/24  
Date

  
Antwann Rawls,  
Defendant

I am the Defendant's attorney. I have carefully reviewed every part of this Sealed Supplement with the Defendant. The Defendant advises me that the Defendant understands and accepts its terms. To my knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

12/23/2024  
Date

  
Lucius Outlaw, Esq.