



**U.S. Department of Justice**

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May 1, 2024

Ray McKenzie  
Miles & Stockbridge  
100 Light Street  
Baltimore, MD 21202

Re: *United States v. Scott Reeve*

JRR 24-299

Dear Mr. McKenzie,

This letter, together with the Sealed Supplement, confirms the plea agreement (this "Agreement") that has been offered to your client, Scott Reeve (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 If this offer has not been accepted by May 1, 2024, it will be deemed withdrawn. The terms of the Agreement are as follows:

Offenses of Conviction

1. The Defendant agrees to waive indictment pursuant to Federal Rule of Criminal Procedure 7(b) and plead guilty to a Criminal Information charging him in Count One, with conspiring to defraud the United States by conspiring to suppress and eliminate competition by rigging bids submitted to the United States government and its agencies and departments, in violation of 18 U.S.C. § 371; and in Count Two, with conspiring to commit wire fraud, in violation of 18 U.S.C. § 1349. The Defendant admits that he is, in fact, guilty of these offenses and will so advise the Court.

Elements of the Offenses

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, are 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 at least one other person entered into the unlawful agreement to defraud the United States, as alleged 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.

Count Two: Conspiracy to Commit Wire Fraud

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

- (1) The Defendant conspired with one or more persons to execute a scheme to defraud or to obtain money or property by materially false and fraudulent pretenses, representations or promises, as alleged in the Information;
- (2) The Defendant knowingly and willfully participated in the conspiracy, with knowledge of its fraudulent nature and with specific intent to defraud, or he knowingly and intentionally aided and abetted others in the scheme; and
- (3) that in execution of that conspiracy, the Defendant or his co-conspirators used or caused the use of interstate wires as specified in the Information.

Penalties

3. The maximum penalties provided by statute for the offenses 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              |
| 18 U.S.C. § 1349 | 20 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 offenses, 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 1

- a. The parties stipulate and agree that pursuant to U.S.S.G. §§ 2C1.1(a)(2) and 2X1.1, the base offense level for the offense of conspiring to defraud the United States, in violation of 18 U.S.C. § 371, is **12**.
- b. The parties stipulate and agree that pursuant U.S.S.G. §§ 2C1.1(b)(1) and 2B1.1(b)(H), the base offense level is increased by **14 levels** because the loss is greater than \$550,000, but less than \$1,500,000.

This calculation results in an adjusted offense level of **26 (twenty-six)**.

Count 2

- c. The parties agree and stipulate that pursuant to U.S.S.G. §§ 2B1.1(a)(1) and 2X1.1, the base offense level is **7**.
- d. Pursuant to U.S.S.G. § 2B1.1(b)(1)(H), the base offense level is increased by **14** because the conduct involved loss of more than \$550,000 but less than \$1,500,000.

This calculation results in an offense level for Count 2 of **21 (twenty-one)**.

Role Adjustment

- e. The Defendant reserves the right to argue under U.S.S.G. § 3B1.2 that he is entitled to a decrease in the offense level for each count of conviction based on his alleged minor or minimal role in the offense. This Office reserves the right to oppose any such argument.

Grouping

- f. Pursuant to U.S.S.G. § 3D1.2, the two counts group, since they involve substantially the same harm, resulting in a combined adjusted offense level of **26 (twenty-six)**.

7. 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 offenses; (c) gives conflicting statements about his involvement in the offenses; (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.

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

9. 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.

10. 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

11. 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

12. 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

13. 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 \$1.3 million. 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

15. 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.

16. 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.

17. 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.

18. 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

19. 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.

20. 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

21. 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.



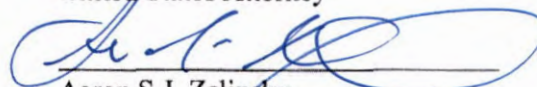
Entire Agreement

22. 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.

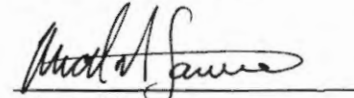
Very truly yours,

Erek L. Barron  
United States Attorney



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

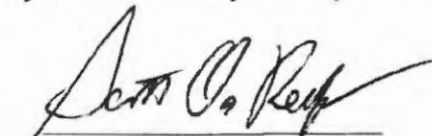
Jonathan Kanter  
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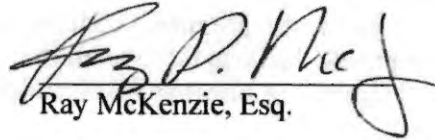
I have read this Agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney and I do not wish to change any part of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

Date: 5/1/24

  
Scott Reeve

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: 5/1/24

  
Ray McKenzie, 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.**

At times relevant to this case, Scott Reeve ("Reeve") resided in Frederick, Maryland.

From at least 2018 until in or about February 2024 (the Conspiracy Period), Reeve was employed as a sales representative at Company 1, an information technology company specializing in hyperconverged infrastructure. Company 1's principal place of business was San Jose, California.

Reeve's work at Company 1 included sales responsibilities, including sales to federal government end-user IT environments. In particular, Reeve had responsibility for sales to the United States Department of Defense (the "DoD") and related entities. As part of his role, he formed relationships with value-added resellers of IT products, or VARs, and IT product distributors, and assisted VARs with assembling responses to DoD Requests For Proposals ("RFPs") and Requests for Quotes ("RFQs").

In late 2018 and early 2019, an agency of the DoD sought to purchase new equipment for data centers located in Maryland and Hawaii (the "2019 Data Center Procurement"). The DoD allocated approximately \$5 million in funding for each location.

The DoD required competitive bids for the 2019 Data Center Procurement. IT products manufactured by Company 1 were included in the 2019 Data Center Procurement. Reeve knew that the DoD often conducted market research by obtaining quotes from eligible resellers and/or distributors of products in order to encourage resellers to submit the most competitive, lowest priced bid. Reeve knew that the DoD conducted such market research with respect to the 2019 Data Center Procurement, and that when it did so, the DoD sought the lowest priced, technically acceptable bid. Reeve also knew that entities responding to government solicitations were required to submit independent, competitive bids and that the prices contained in their responses to solicitations were to be arrived at independently and without collusion or cooperation with other entities submitting responses to those same solicitations.

Despite that knowledge, Reeve agreed with other individuals and companies to collude, cooperate and coordinate responses to the 2019 Data Center Procurement. In particular, Reeve communicated with individuals affiliated with at least two companies—Company 2 and Company 3—intending to respond to the 2019 Data Center Procurement. Reeve coordinated communications among others, including Individuals 1 and 2, affiliated with Company 2 and its employees; and Individual 3 at Company 3, including by communicating and coordinating the pricing of Company 2 and Company 3's respective bids, and unlawfully preselecting the winning bidder. As a result of those communications, Reeve knew and intended that the prices that were submitted in response to the 2019 Data Center Procurement were arrived at as a result of coordination and collusion, rather than independently, and as a result of fair competition -- as was required. Through that

coordinated conduct, Reeve and his coconspirators knowingly intended to interfere with the DoD's lawful function of conducting market research and procuring goods on a competitive basis, and to defraud the United States.

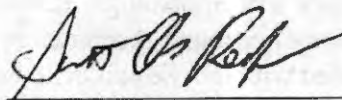
The actions of Reeve and his coconspirators knowingly frustrated the DoD's competitive bidding process for the 2019 Data Center Procurement by, among other things, improperly disclosing bid information and colluding on who would submit the lowest price bid. Their agreement to rig the bids in response to the 2019 Data Center Procurement resulted in the submission of bids to the DoD for goods and services at artificially determined, non-competitive prices. The amount paid by the DoD was a product of the agreement to rig bids among Reeve and, at least, Individual 1, Individual 2, and Individual 3, and two other companies, Company 2 and Company 3. Reeve and his coconspirators discussed their conduct by email and Reeve's individual coconspirators, Individual 1, Individual 2, and Individual 3, with whom Reeve conspired, submitted Company 2's and Company 3's bids to the DoD for the 2019 Data Center Procurement by email. The bids were transmitted via wire communications in interstate commerce, and included wires sent from outside Maryland to locations inside Maryland.

On or about January 31, 2019, the DoD awarded the two data center equipment purchases to Company 2 for approximately \$4.84 million each (\$9.7 million total). The loss amount to the United States as a result of Reeve's and his co-conspirators' scheme to defraud was at least \$1,300,000. As a direct result of the scheme to defraud undertaken by Reeve and his coconspirators, the United States paid funds to Company 2 on or about May 9, 2019 and Individual 2 made payments to Company 3 of funds derived from the United States' May 9, 2019 payment. In furtherance of the conspiracy, on or about May 7, 2019, Reeve and his coconspirators caused an electronic payment of \$8,195,992.52 to be made by the United States Government from a location outside Maryland to a location within Maryland.

Reeve knowingly entered into the charged conspiracies to defraud the United States and commit wire fraud with Individual 1, Individual 2, and Individual 3, and knew at the time that these unlawful conspiracies were wrong.

I have read this Factual Stipulation, along with the Plea Agreement and 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 this Stipulation of Facts with my attorney, agree that these facts are true and correct, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

Date: 5/1/24

  
Scott Reeve