



U.S. Department of Justice

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Robert C. Bonsib, Esq.
MarcusBonsib LLC
6411 Ivy Lane, Suite 116
Greenbelt, MD 20770

Re: United States v. Daren Condrey,
Criminal No. TDC-15-0336

June 1, 2015

FILED
LOGGED
ENTERED
RECEIVED
JUN 17 2015
AT GREENBELT
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND
DEPUTY
By

Dear Mr. Bonsib:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the Defendant by the United States Attorney's Office for the District of Maryland and the Fraud Section, Criminal Division, United States Department of Justice ("this Office"). If the Defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by **June 5, 2015**, it will be deemed withdrawn. The terms of the agreement are as follows:

Offense of Conviction

1. The Defendant agrees to waive indictment and plead guilty to a one-count criminal Information, charging him with one count of Conspiracy to Violate the Foreign Corrupt Practices Act ("FCPA") and 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 this Office would prove if the case went to trial, are as follows:

- a. the Defendant and at least one other person entered an unlawful agreement;
- b. the Defendant knowingly and willfully became a member of the conspiracy;

- c. at least one of the members of the conspiracy knowingly committed at least one overt act; and
- d. the overt act was committed to further some objective of the conspiracy.

Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is imprisonment for a term of not more than five years, supervised release of up to three years, and a fine of not more than \$250,000 or twice the gain or loss associated with the offense. In addition, the Defendant must pay \$100 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. This Court may also order him to make restitution pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664. If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise.¹ The Defendant understands that if he serves a term of imprisonment, is released on supervised release, and then violates the conditions of his supervised release, his supervised release could be revoked - even on the last day of the term - and the Defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The Defendant understands that the Bureau of Prisons has sole discretion in designating the institution at which the Defendant will serve any term of imprisonment imposed.

Waiver of Rights

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

- a. If the Defendant had persisted in his plea of not guilty, he 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, this Office, 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

¹ Pursuant to 18 U.S.C. § 3612, if the Court imposes a fine in excess of \$2,500 that remains unpaid 15 days after it is imposed, the Defendant shall be charged interest on that fine, unless the Court modifies the interest payment in accordance with 18 U.S.C. § 3612(f)(3).

present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in his defense, however, he would have the subpoena power of the Court to compel the witnesses to attend.

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

e. If the Defendant were found guilty after a trial, he 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 against him. 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 he may have to answer the Court's questions both about the rights he is giving up and about the facts of his case. Any statements the Defendant makes during such a hearing would not be admissible against him during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find him 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. The Defendant recognizes that if he is not a citizen of the United States, pleading guilty may have consequences with respect to his 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 his attorney or the Court, can predict with certainty the effect of a conviction on immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any potential immigration consequences.

Advisory Sentencing Guidelines Apply

5. The Defendant understands that 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. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A hereto, which this Office would prove beyond a reasonable doubt, and set forth the following agreed-upon and disputed applicable sentencing guidelines factors:

a. The base offense level is **12**, pursuant to U.S.S.G. §§ 2X1.1 and 2C1.1(a)(2).

b. The offense level is increased by **2** levels, pursuant to § 2C1.1(b)(1), because there was more than one bribe.

c. The value of the payment or the benefit received or to be received will be established at sentencing and the offense level will be further increased, pursuant to §§ 2C1.1(b)(2) and 2B1.1(b)(1). The offense level increase will not be less than **16** levels, pursuant to §§ 2C1.1(b)(2) and 2B1.1(b)(1)(I), because the value of the payment is more than \$1 million. Further, the offense level will not be more than **24** levels, pursuant to §§ 2C1.1(b)(2) and 2B1.1(b)(1)(M), because the value of the benefit received or to be received will not be more than \$100 million.

d. The adjusted offense level will be established at sentencing, but will not be less than **30** nor greater than **38**.

e. This Office does not oppose a **2** level reduction in the Defendant's adjusted offense level, based upon the Defendant's recognition and affirmative acceptance of personal responsibility for his criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional **1** level decrease in recognition of the Defendant's timely notification of his intention to plead guilty. This Office 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, this Office, 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. The final offense level will be established at sentencing, but will be between **27** and **35**.

7. The Defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his offense level if he is a career offender or if the instant offense was a part of a pattern of criminal conduct from which he derived a substantial portion of his income.

8. This Office and the Defendant agree that with respect to the calculation of the advisory guidelines range, with the exception of establishing the offense level increase for the value of the benefit received or to be received at sentencing, no other offense characteristics,

sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute. If the Defendant intends to argue for any factor that could take the sentence outside of the advisory guidelines range, he will notify the Court, the United States Probation Officer and government counsel at least 14 days in advance of sentencing of the facts or issues he intends to raise.

Obligations of this Office

9. At the time of sentencing, this Office will recommend a reasonable sentence.

10. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the Defendant's background, character and conduct.

Waiver of Appeal

11. In exchange for the concessions made by this Office and the Defendant in this plea agreement, this Office and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, except his right to effective assistance of counsel, pursuant to 28 U.S.C. § 1291 or otherwise, to appeal the Defendant's conviction;

b. The Defendant and this Office knowingly waive all right, pursuant to 18 U.S.C. § 3742 or otherwise, to appeal whatever sentence is imposed (including the right to appeal any issues that relate to the establishment of the advisory guidelines range, the determination of the defendant's criminal history, the weighing of the sentencing factors, and the decision whether to impose and the calculation of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release), except as follows: (i) the Defendant reserves the right to appeal any term of imprisonment to the extent that it exceeds any sentence within the advisory guidelines resulting from an adjusted base offense level 35, and (ii) this Office reserves the right to appeal any term of imprisonment to the extent that it is below any sentence within the advisory guidelines range resulting from an adjusted base offense level 27.

c. Nothing in this agreement shall be construed to prevent the Defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), or from appealing from any decision thereunder, should a sentence be imposed that resulted from arithmetical, technical, or other clear error.

d. 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 this Office or any investigating agency.

Obstruction or Other Violations of Law

12. The Defendant agrees that he will not commit any offense in violation of federal, state or local law between the date of this agreement and his sentencing in this case. In the event that the Defendant (i) engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1, or (ii) fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the Presentence Report, or (iii) commits any offense in violation of federal, state or local law, then this Office will be relieved of its obligations to the Defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines factors other than those stipulated in this agreement, and it will also be free to make sentencing recommendations other than those set out in this agreement. As with any alleged breach of this agreement, this Office will bear the burden of convincing the Court of the Defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the evidence. The Defendant acknowledges that he may not withdraw his guilty plea because this Office is relieved of its obligations under the agreement pursuant to this paragraph.

Court Not a Party

13. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the Defendant understands that neither the United States Probation Office nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The Defendant understands that the Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation, and any other relevant information. The Defendant understands that the Court is under no obligation to accept this Office's recommendations, and the Court has the power to impose a sentence up to and including the statutory maximum stated above. The Defendant understands that if the Court ascertains factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the Defendant cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. The Defendant understands that neither the prosecutor, his 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

14. This agreement supersedes any prior understandings, promises, or conditions between this Office and the Defendant and constitutes the complete plea agreement in this case. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and this Office other than those set forth in this agreement and none will be entered into unless in writing and signed by all parties.

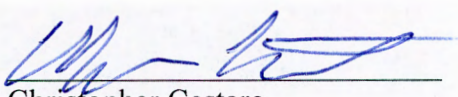
If the Defendant fully accepts each and every term and condition of this letter, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

ANDREW WEISSMANN
Chief, Fraud Section
Criminal Division
Department of Justice

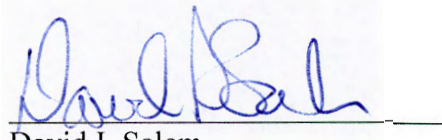
ROD J. ROSENSTEIN
United States Attorney
District of Maryland

By:



Christopher Cestaro
Ephraim Wernick
Derek Ettinger
Trial Attorneys

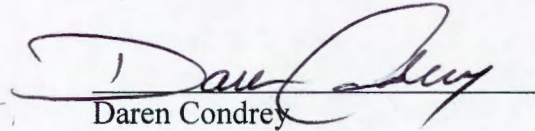
By:



David I. Salem
Adam K. Ake
Michael T. Packard
Assistant United States Attorneys

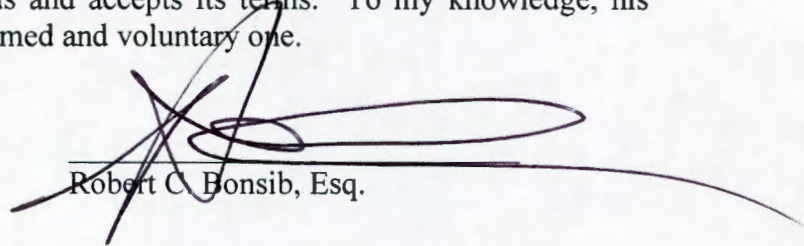
I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with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

6/9/15
Date


Daren Condrey

I am Daren Condrey's attorney. I have carefully reviewed every part of this agreement with him. He advises me that he understands and accepts its terms. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

6/8/15
Date


Robert C. Bonsib, Esq.

FILED
LOGGED
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RECEIVED
JUN 17 2015
AT GREENBELT
CLERK, U.S. DISTRICT COURT
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DEPUTY

ATTACHMENT A:
STIPULATED FACTS – UNITED STATES v. DAREN CONDREY

If this matter had proceeded to trial, the government would have proven the following facts beyond a reasonable doubt. The parties agree that the following facts do not encompass all of the facts that would have been proven had this matter proceeded to trial.

DAREN CONDREY (“CONDREY”) was a citizen of the United States and resident of Maryland. **CONDREY** was an owner and executive of Transportation Corporation A from in or about August 1998 through in or about October 2014. **CONDREY** was the co-President of Transportation Corporation A from in or about January 2010 through in or about October 2014. Thus, **CONDREY** was a “domestic concern” and an officer, employee and agent of a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

Transportation Corporation A was a United States company headquartered in Maryland, and thus a “domestic concern,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(1)(B). Transportation Corporation A was in the business of providing logistical support services for the transportation of nuclear materials to customers in the United States and to foreign customers. These foreign customers included JSC Techsnabexport (“TENEX”).

TENEX supplied uranium and uranium enrichment services to nuclear power companies throughout the world on behalf of the government of the Russian Federation. TENEX was indirectly owned and controlled by, and performed functions of, the government of the Russian Federation, and thus was an “agency” and “instrumentality” of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, 78dd-2(h)(2).

TENEX established a wholly-owned subsidiary company located in the United States in or about October 2010, TENAM Corporation (“TENAM”). TENAM was TENEX’s official representative office in the United States. TENAM was indirectly owned and controlled by, and performed functions of, the government of the Russian Federation, and thus was an “agency” and “instrumentality” of a foreign government, as those terms are used in the FCPA, Title 15, United States Code, 78dd-2(h)(2).

Foreign Official One, a national of the Russian Federation, was a Director of TENEX from at least 2004 through in or about October 2010, and was the President of TENAM from in or about October 2010 through in or about October 2014. Foreign Official One was a “foreign official,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-2(h)(2). From in or about December 2011 through in or about October 2014, Foreign Official One was a resident of Maryland.

Co-Conspirator One was an owner and executive of Transportation Corporation A from in or about 1998 to in or about December 2009, and a consultant to Transportation Corporation A from in or about January 2010 through in or about 2011.

Cylinder Corporation A was a company, based in Ohio, which engaged in the manufacture of tanks and vessels for the oil and gas, nuclear, and marine markets. Cylinder Corporation A secured contracts with TENEX to supply storage and transportation cylinders. In or about September 2012, Cylinder Corporation A was acquired by another company headquartered in Ohio ("Ohio Corporation").

Between in or about 2004 through in or about 2014, in the District of Maryland and elsewhere, **CONDREY** knowingly combined, conspired, confederated, and agreed with others to commit offenses against the United States, namely to violate the Foreign Corrupt Practices Act ("FCPA"), in violation of 15 U.S.C. § 78dd-2, and to commit wire fraud, in violation of 18 U.S.C. § 1343, all in violation of 18 U.S.C. § 371. Specifically, **CONDREY** and other co-conspirators, including Co-Conspirator One, agreed to make payments, and caused Transportation Corporation A to make payments, at the direction of, and for the benefit of, Foreign Official One in order to obtain and retain business with TENEX. Further, in order to effectuate the bribe payments to Foreign Official One, **CONDREY** and other co-conspirators obtained the money used to pay the bribes by inflating the prices Transportation Corporation A charged TENEX for services, thereby depriving TENEX of money and property, in violation of 18 U.S.C. § 1343.

In furtherance of the conspiracy, and to effect the objects of the conspiracy, **CONDREY** and other co-conspirators discussed making bribe payments with Foreign Official One in person and via electronic mail ("email"). For example, on or about October 30, 2013, **CONDREY** sent an email to Foreign Official One with the subject "LF" that attached the details of a payment that was made in furtherance of the scheme. The terms "LF," "lucky figure," "cake," and "remuneration" were code words used by **CONDREY** and others to describe the bribe payments that were promised and made to Foreign Official One.

In order to make the bribe payments to Foreign Official One, **CONDREY** and other co-conspirators caused Transportation Corporation A to make payments to offshore bank accounts at the direction of, and for the benefit of, Foreign Official One, including a wire transfer in the amount of \$77,896 from Transportation Corporation A's bank account in Maryland on October 30, 2013, to a bank account located in Zurich, Switzerland. **CONDREY** knew it was wrong to make, and agree to make, the bribe payments. **CONDREY** also knew that the bribe payments were made for the benefit of Foreign Official One, and the payments were promised, and made, in order to influence Foreign Official One in his official capacity and to secure an improper advantage for Transportation Corporation A.

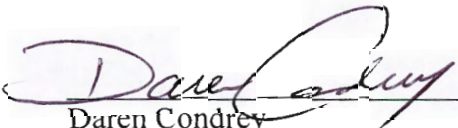
Further, as part of the conspiracy, **CONDREY** and other co-conspirators caused Transportation Corporation A to increase the prices it charged TENEX by the amount of the bribe payments promised to Foreign Official One. **CONDREY** and other co-conspirators sent, and caused Transportation Corporation A to send, quotations and invoices to TENEX that hid the cost of the bribe payments promised to Foreign Official One within the total of Transportation Corporation A's pricing. While keeping the bribe costs hidden from TENEX, **CONDREY** sent emails to Foreign Official One regarding the amount of the bribe payments that were promised and paid in furtherance of the scheme.

CONDREY and others also caused Transportation Corporation A to act as an intermediary for a payment Ohio Corporation made for the benefit of Foreign Official One. Specifically, on or about November 29, 2013, Ohio Corporation made a payment to Transportation Corporation A in the amount of \$30,900 with the understanding that Transportation Corporation A would send the money to an account at the direction of Foreign Official One. Shortly afterwards, on or about December 16, 2013, Transportation Corporation A sent a wire transfer in the amount of \$57,713.42 from Transportation Corporation A's bank account in Maryland to a bank account in Zurich, Switzerland, that included the payment Ohio Corporation made for the benefit of Foreign Official One, minus a fee, in addition to a payment Transportation Corporation A made for the benefit of Foreign Official One.

From 2004 through 2014, **CONDREY** and other co-conspirators caused Transportation Corporation A to make bribe payments for the benefit of Foreign Official One totaling more than \$1,000,000 in association with the bribery scheme involving Transportation Corporation A.

I have read this statement of facts and carefully reviewed it with my attorney. I acknowledge that it is true and correct.

6/9/15
Date


Daren Condrey

I am Daren Condrey's attorney. I have carefully reviewed the statement of facts with him.

6/9/15
Date


Robert C. Bonsib, Esq.