

AF Approval JMG

Chief Approval KMH

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:16-cr-193-Orl-37KRS

JULIE W. KRONHAUS

PLEA AGREEMENT

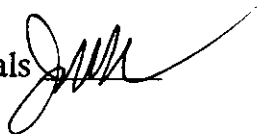
Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Lee Bentley, III, United States Attorney for the Middle District of Florida, and the defendant, JULIE W. KRONHAUS, and the attorney for the defendant, Larry B. Henderson, mutually agree as follows:

A. Particularized Terms

1. Counts Pleading To

The defendant shall enter a plea of guilty to Counts Two, Three, and Twelve of the Indictment. Counts Two and Three charge the defendant with Wire Fraud, in violation of 18 U.S.C. § 1343. Count Twelve charges the defendant with Bank Fraud, in violation of 18 U.S.C. § 1344(1).

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2. Maximum Penalties

Counts Two and Three each carries a maximum sentence of 20 years' imprisonment, a fine of up to \$250,000, or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, a term of supervised release of not more than 3 years, and a special assessment of \$100 per felony count for individuals.

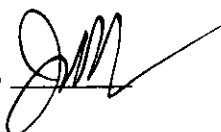
Count Twelve is punishable by a maximum sentence of 30 years' imprisonment, a maximum fine of \$1,000,000, or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, a term of supervised release of not more than 5 years, and a special assessment of \$100 per felony count for individuals.

With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offenses, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offenses, or to the community, as set forth below.

3. Elements of the Offenses

The defendant acknowledges understanding the nature and elements of the offenses with which defendant has been charged and to which defendant is pleading guilty.

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The elements of Counts Two and Three – Wire Fraud, 18 U.S.C.

§ 1343 – are:

First: The Defendant knowingly devised or participated in a scheme to defraud, or to obtain money or property by using false pretenses, representations, or promises;

Second: The false pretenses, representations, or promises were about a material fact;

Third: The Defendant acted with the intent to defraud; and

Fourth: The Defendant transmitted or caused to be transmitted by wire, radio, or television some communication in interstate commerce to help carry out the scheme to defraud.

The elements of Count Twelve – Bank Fraud, 18 U.S.C. §

1344(1) – are:

First: The Defendant knowingly or intentionally carried out or attempted to carry out a scheme or artifice to defraud a financial institution;

Second: The Defendant intended to defraud the financial institution; and

Third: The financial institution was federally insured.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts One, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven,

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Thirteen, Fourteen, Fifteen, Sixteen, Seventeen, and Eighteen, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

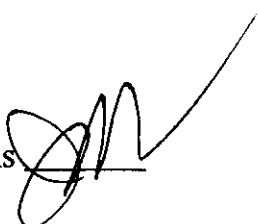
6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to the victims identified at the time of the sentencing hearing.

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant

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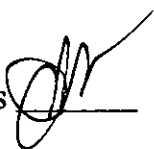
will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Three Levels

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

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG § 3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the

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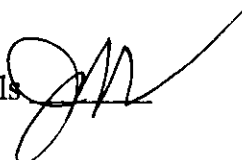


Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Cooperation - Substantial Assistance to be Considered

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

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sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

10. Use of Information - Section 1B1.8

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

11. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative



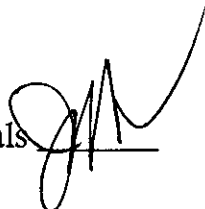
intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

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

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges

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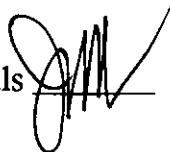


now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by recision of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

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

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books,

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papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

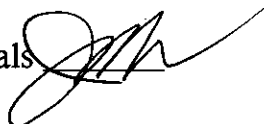
(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which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

12. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. §§ 981(a)(1)(c) and 982(a)(2)(A), and 28 U.S.C. § 2461(c) whether in the possession or control of the United States, the defendant or defendant's nominees. The United States seeks a money judgment in the amount of \$2,730,120.06, which represents the total loss attributed to the defendant's conduct as set forth below in the Factual Basis.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional,

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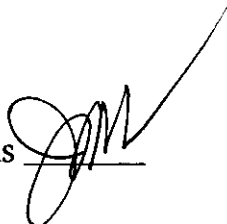


statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

If the United States seeks the forfeiture of specific assets pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture and to transfer custody of such property to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control directly or indirectly, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for

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the previous five years. The defendant further agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for

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acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

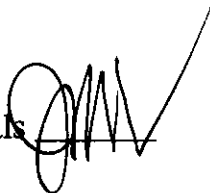
The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offenses, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offenses, pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that

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compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (18 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

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

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed

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from the United States, denied citizenship, and denied admission to the United States in the future.

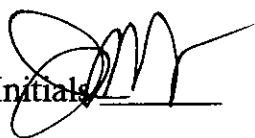
4. Sentencing Information

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

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that her financial statement and disclosures will be complete, accurate and truthful and will include all assets in which she has any interest or over which the defendant exercises control, directly or indirectly, including

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those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to

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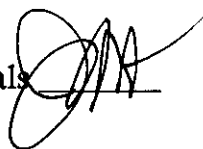


make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c)

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the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement


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

9. Filing of Agreement

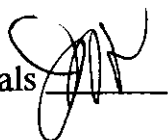
This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other

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than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are

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felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty.

The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

12. Entire Agreement

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



13. Certification

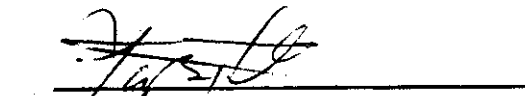
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

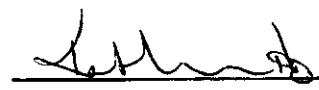
DATED this 20th day of January, 2017.


A. LEE BENTLEY, III
United States Attorney


JULIE W. KRONHAUS
Defendant


James D. Mandolfo
Assistant United States Attorney


Larry B. Henderson
Attorney for Defendant


Katherine M. Ho
Assistant United States Attorney
Chief, Orlando Division


Nicole Mouakar
Attorney for Defendant

Defendant's Initials 

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:16-cr-193-Orl-37KRS

JULIE W. KRONHAUS

PERSONALIZATION OF ELEMENTS

Counts Two and Three – Wire Fraud, 18 U.S.C. § 1343:

First: Did you knowingly devise or participate in a scheme to defraud, or to obtain money or property by using false pretenses, representations, or promises?

Second: Were the false pretenses, representations, or promises about a material fact?

Third: Did you act with the intent to defraud? and

Fourth: Did you transmit or cause to be transmitted by wire, radio, or television some communication in interstate commerce to help carry out the scheme to defraud?

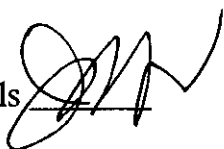
Count Twelve – Bank Fraud, 18 U.S.C. § 1344(1):

First: Did you knowingly or intentionally carry out or attempt to carry out a scheme or artifice to defraud a financial institution?

Second: Did you intend to defraud the financial institution? and

Third: Was the financial institution federally insured?

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:16-cr-193-Orl-37KRS

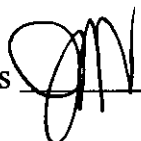
JULIE W. KRONHAUS

FACTUAL BASIS

From in or about June 2009 to on or about February 17, 2015, Julie W. KRONHAUS was a licensed attorney and Certified Public Accountant in Winter Park, Florida, who defrauded her clients of approximately \$2.7 million. As part of her practice, KRONHAUS would act as a trustee for her clients and also hold their money in various bank accounts depending on the purpose of trust, including her law firm's interest bearing trust account. Instead of using the funds for the purpose intended by her clients, KRONHAUS would divert the money into her law firm's bank accounts and pay for her personal expenses. This included making substantial payments to her personal American Express bills. To conceal her fraud, KRONHAUS used the trust accounts in a similar fashion as a "Ponzi" scheme.

Eventually, KRONHAUS did not have enough money to disburse to her clients. To continue the scheme, KRONHAUS made false representations

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as to why she was delaying payments. In some instances, KRONHAUS would send worthless checks to her clients, but her bank account had insufficient funds, causing the checks to bounce. The victims eventually discovered their accounts had no money and filed complaints with the Florida Bar.

To deceive and cheat the victims of money, the defendant made promises related to material facts, including, but not limited to, the following:

- a. False representations that her clients' money would be secured in trust accounts;
- b. False representations that beneficiaries of the trust accounts would receive disbursements of money in accordance with the intent and purpose of the trusts;
- c. False representations that money held in trust accounts would be used to pay tax liabilities;
- d. False representations pertaining to the accounting and balance of her clients' money in trust accounts and other bank accounts; and

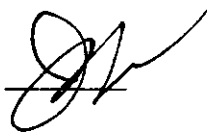


- e. False promises that her clients would receive disbursements from the trust accounts knowing there were insufficient funds in the trust accounts because she had misappropriated the money.

The defendant made these false statements as part of her plan to divert money being held in the trust accounts into other accounts controlled by the defendant for the purpose of misappropriating the money. These false representations allowed her to spend her clients' money, which should have been secured and accounted for in trust accounts, in a manner designed to personally benefit the defendant for items such as travel, clothing, dining and entertainment.

The defendant admits guilt to Counts Two and Three of the Indictment. As to these offenses, the mother of B.J., who was a minor, received a \$1.6 million settlement for a medical malpractice suit. After attorney fees and medical liens, the mother received a \$400,000 annuity from an insurance company as part of the settlement.

On July 25, 2012, the mother entered into a trust agreement with KRONHAUS. As a result, KRONHAUS established a trust account for B.J. at Bank of America ending in account number 6703. The trust agreement stated that KRONHAUS was the trustee for the trust and described the purpose and intent of the trust. The trust agreement explained, in part, that



“[t]he intent of this Trust is to pay for any supplemental needs which are in the best interest of [B.J.] not adequately covered by public benefits” The trust gave examples that would warrant disbursement, including dental and medical procedures.

On July 30, 2012, KRONHAUS received \$380,767.10 that was placed in the Supplemental Care Trust for the benefit of B.J., ending in account number 6703 (B.J. Trust account). Prior to this deposit, the balance was zero. On August 23, 2012, the Julie W. KRONHAUS operating account 6265 had a balance of \$9,378.11. Then, on August 27, 2012, KRONHAUS issued a check from the B.J. Trust account for \$45,000 to the Julie W. KRONHAUS Attorney at Law account 6265. On August 27, 2012, KRONHAUS used the money to pay her American Express bill from the 6265 account in the amount of \$40,000.

On August 29, 2012, she issued a check for \$80,000 from the B.J. Trust account and deposited it into the Julie W. KRONHAUS Attorney at Law account 6265. On August 30, 2012, she again made an online payment in the amount of \$79,348.60 from the 6265 account to her personal American Express account. Because American Express processed these payments in Arizona, KRONHAUS’s online payments from Florida caused wires to travel in interstate commerce. By November 6, 2012, KRONHAUS depleted the



funds from the B.J. Trust account.

In addition, the defendant engaged in a scheme to commit bank fraud. Specifically, she engaged in a check kiting scheme whereby she wrote checks on accounts that had insufficient funds from the S.P. Irrevocable Trust from a Fidelity account ending in 8623 and deposited those worthless checks into the JK IOTA 1500 account controlled by the defendant at Bank of America. The defendant deposited the worthless checks from the S.P. Irrevocable Trust into her JK IOTA 1500 account for the purpose of giving the appearance there was sufficient money in the JK IOTA 1500 account to issue checks to her clients by taking advantage of Bank of America's float time. The defendant then issued the worthless checks from the JK IOTA 1500 account to her clients, knowing that Bank of America would honor the worthless checks because of the float time.

As to Count Twelve in the Indictment, on November 26, 2014, KRONHAUS deposited a check in the amount of \$76,500 from the S.P. Trust account into the JK IOTA 1500 account. The S.P. Irrevocable Trust account had insufficient funds to cover this check. Bank of America, however, credited the JK IOTA 1500 account for the amount of the deposit until the bank reconciled its accounting during the float time.

Defendant's Initials

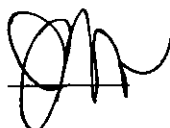
A handwritten signature in black ink, consisting of a large, stylized 'K' followed by a series of loops and a long horizontal stroke extending to the right.

To take advantage of the float time, KRONHAUS issued checks from the JK IOTA 1500 account. For instance, on November 28, 2014, KRONHAUS wrote a check from the JK IOTA 1500 account for \$63,983.74 to another victim. Again, the JK IOTA 1500 account had insufficient funds, but KRONHAUS gamed the float time in an effort to defraud Bank of America and her clients. Bank of America was a financial institution, the accounts and deposits of which were insured by the Federal Deposit Insurance Corporation.

The total amount of loss as to each victim involved in this investigation is set forth in the chart below:

Victim or Bank Account Related to a Victim	Monetary Loss
K.W. Estate	\$141,963.63
Supplemental Care Trust for B.J.	\$158,777.15
C. Irrevocable Charitable Remainder Trust	\$594,546.42
DNA - Sale	\$176,352.47
DNA - BOA Credit Card Fraud	\$18,247.62
DNA - Unauthorized Disbursements	\$353,937.36
P. Irrevocable Charitable Trust	\$152,835.05
E. Revocable Trust	\$273,416.48
Sale of IIF	\$467,239.26
A. Estate	\$141,285.04
E.B.	\$80,172.38

Defendant's Initials



Victim or Bank Account Related to a Victim	Monetary Loss
Wells Fargo - #2138	\$8,087.01
Chase - #3717	\$9,882.82
Bank of America - #8780	\$10,728.33
Bank of America - #1500	\$135,617.24
BOA B.J. - #6703	\$7,031.80
Total	\$2,730,120.06

Restitution to some of the victims has already been ordered due to litigation in state courts. Therefore, the amount of restitution required as part of this plea agreement to each victim should be offset by the amounts ordered by judgments awarded by state courts.

Defendant's Initials

