

**FILED**  
1/22/2024  
THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT  
MMA

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

ROBERT SPADONI

No. 23 CR 99

Judge Matthew F. Kennelly

**PLEA AGREEMENT**

1. This Plea Agreement between the Acting United States Attorney for the Northern District of Illinois, MORRIS PASQUAL, and defendant ROBERT SPADONI, and his attorneys, THOMAS BREEN, ROBERT W. STANLEY and CHRISTOPHER DALLAS is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(A), as more fully set forth below. The parties to this Agreement have agreed upon the following:

**Charges in This Case**

2. The indictment in this case charges defendant with mail fraud, in violation of United States Code, Section 1341 (Counts 1-3), and money laundering, in violation of Title 18, United States Code, Section 1957 (Counts 4-6).

3. Defendant has read the charges against him contained in the indictment, and those charges have been fully explained to him by his attorney.

4. Defendant fully understands the nature and elements of the crimes with which he has been charged.

**Charge to Which Defendant Is Pleading Guilty**

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following count of the indictment: Count Two, which charges defendant with mail fraud, in violation of Title 18, United States Code, Section 1341.

**Factual Basis**

6. Defendant will plead guilty because he is in fact guilty of the charge contained in Count Two of the indictment. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt and constitute relevant conduct pursuant to Guideline § 1B1.3:

Beginning in or around December 2013, and continuing until in or around July 2021, in the Northern District of Illinois, Eastern Division, defendant ROBERT SPADONI knowingly devised, intended to devise, and participated in a scheme to defraud and to obtain money and property from Hospital A by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing this scheme, on or about November 2, 2020, SPADONI knowingly caused to be delivered by U.S. mail an envelope addressed to Medical Education Solutions in Lockport, Illinois, which envelope contained a check from Hospital A to Medical Education Solutions for \$6,500, in violation of Title 18, United States Code, Section 1341.

Specifically, in or around December 2013, SPADONI was an attorney in the Office of Legal Affairs of Hospital A, a hospital wholly owned by Hospital System A.

In and around January 2014, SPADONI became the Vice President that oversaw the operations of Hospital A. As Vice President, SPADONI had the authority approve the payment of invoices for vendors who provided services to Hospital A.

Hospital System A offered accredited residency programs, including the Podiatry Residency Program (“PRP”), a three-year program that trained doctors in the primary care and surgery of the foot and ankle. The PRP was located within Hospital A. Before January 2014, Individual B provided administrative support and compliance services to the PRP.

On or about December 22, 2013, SPADONI established Medical Education Solutions, Inc. (“MES”). SPADONI caused the submission of MES’s incorporation documents to the Illinois Secretary of State. On or about November 3, 2014, SPADONI caused the submission of MES’s annual report with the Illinois Secretary of State, which falsely listed Individual B as MES’s President and Individual B’s home address in Manhattan, Illinois, as MES’s business address. SPADONI knew he did not have Individual B’s permission to list Individual B as MES’s President or to use Individual B’s home address as MES’s business address.

On or about January 10, 2014, SPADONI caused Hospital A to enter into a professional services agreement with MES (“MES agreement”) to provide administrative support and compliance services to the PRP. Under the terms of the MES agreement, Hospital A agreed to pay MES \$6,500 per month for administrative support and compliance services. SPADONI convinced Individual B to sign the MES

agreement on behalf of MES as MES's registered agent, even though SPADONI knew that Individual B would not provide services to the PRP on behalf of MES.

During the scheme's operation, SPADONI submitted, and caused to be submitted, monthly MES invoices to Hospital A that purportedly reflected administrative support and compliance services rendered under the MES agreement. Using his authority as Vice President of Hospital A, SPADONI approved and caused to be approved the MES invoices, resulting in Hospital A mailing checks to MES for the purported services rendered.

On or about January 17, 2014, SPADONI caused the opening of a bank account with an account number ending in 2007 at First Midwest Bank (f/k/a Standard Bank) under MES's name ("MES account"). The MES account listed SPADONI's spouse, Individual A, as the sole signatory. In furtherance of the scheme, Individual A deposited, and caused to be deposited, checks MES received from Hospital A into the MES account. SPADONI and Individual A used, and caused to be used, these funds for their own personal benefit and the personal benefit of others, including to pay for bills at restaurants and hotel stays. SPADONI also transferred and caused to be transferred at least approximately \$225,805 obtained under the MES agreement into a Raymond James & Associates 401K account ending in W553.

In order to further and conceal the scheme, SPADONI provided Individual C, who was employed full-time as Hospital A's Risk Manager, with a \$1,500 monthly cash payment in order to perform administrative support and compliance services to

the PRP that were covered by the MES agreement, knowing that Hospital A already paid MES \$6,500 a month to provide the services under the MES agreement. During the period of the scheme, neither SPADONI nor MES claimed Individual C as an income-earning employee or contractor to MES's tax preparers; nor did SPADONI or MES generate or provide to Individual C an Internal Revenue Service Form W-2 or Form 1099 indicating that Individual C received income as an employee or contractor of MES.

As a part of his employment with Hospital A, SPADONI was required to comply with Hospital System A's conflict of interest policy, which prohibited, among other things, SPADONI and his family members from having a financial interest in an organization doing and seeking to do business with Hospital System A, its subsidiaries, and its affiliates, including Hospital A, unless such financial interest was disclosed to both SPADONI's supervisor and Hospital System A's Secretary of the Board and General Counsel, and approved by both SPADONI's supervisor and Hospital System A's Audit Committee. Pursuant to Hospital System A's conflict of interest policy, SPADONI submitted an annual online conflict of interest disclosure form. In order to conceal the scheme, from 2014 to 2020, SPADONI falsely answered "No" to a question asking whether SPADONI or a member of SPADONI's family had a financial interest in an organization doing or seeking to do business with Hospital System A, its subsidiaries, or affiliates, knowing that he and Individual A were receiving \$6,500 per month from Hospital A pursuant to the MES agreement during

those years. SPADONI acknowledges that these false statements were material to Hospital System A's decision to contract with MES.

As a result of the fraud scheme, SPADONI obtained approximately \$622,500 in payments from Hospital A under the MES agreement.

As alleged in Count Two, on or about November 2, 2020, for the purposes of executing this scheme, SPADONI, did knowingly cause to be delivered by U.S. mail an envelope addressed to Medical Education Solutions in Lockport, Illinois, which envelope contained a check from Hospital A to Medical Education Solutions for \$6,500.

#### **Maximum Statutory Penalties**

7. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 20 years' imprisonment. This offense also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that the judge also may impose a term of supervised release of not more than three years.

b. Defendant further understands that the Court must order restitution to the victims of the offense in an amount determined by the Court.

c. Pursuant to Title 18, United States Code, Section 3013, defendant will be assessed \$100 on the charge to which he has pled guilty, in addition to any other penalty or restitution imposed.

**Sentencing Guidelines Calculations**

8. Defendant understands that, in determining a sentence, the Court is obligated to calculate the applicable Sentencing Guidelines range, and to consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), which include: (i) the nature and circumstances of the offense and the history and characteristics of the defendant; (ii) the need for the sentence imposed to reflect the seriousness of the offense, promote respect for the law, provide just punishment for the offense, afford adequate deterrence to criminal conduct, protect the public from further crimes of the defendant, and provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner; (iii) the kinds of sentences available; (iv) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and (v) the need to provide restitution to any victim of the offense.

9. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points, except as specified below:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the 2023 Guidelines Manual.

b. **Offense Level Calculations.**

i. The base offense level is 7, pursuant to Guideline § 2B1.1(a).

ii. It is the government's position that, pursuant to Guideline § 2B1.1(b)(1)(H), the offense level is increased by 14 levels because the actual loss is more than \$550,000 but less than \$1,500,000, namely, \$622,500. It is defendant's position that, pursuant to Guideline § 2B1.1(b)(1)(C), the offense level is increased by 4 levels because the actual loss was more than \$15,000 but less than \$40,000.

iii. Pursuant to Guideline § 2B1.1(b)(10)(C), the offense level is increased by 2 levels because the offense involved sophisticated means and the defendant intentionally engaged in or caused the conduct constituting sophisticated means. For example, defendant formed the MES entity, had ROPH enter into a contract with MES, submitted and approved invoices from MES, and opened a bank account under MES's name.

iv. It is the government's position that pursuant to Guideline § 3B1.1(c), the offense level is increased by 2 levels because defendant was an organizer, leader, manager, or supervisor of the mail fraud scheme involving less than five participants.

v. Pursuant to Guideline § 3B1.3, the offense level is increased by 2 levels because defendant abused a position of private trust in a manner that significantly facilitated the commission or concealment of the offense.



vi. If the Court determines at the time of sentencing that defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine or restitution that may be imposed in this case, a two-level reduction in the offense level will be appropriate. The government reserves the right to take whatever position it deems appropriate at the time of sentencing with respect to whether defendant has accepted responsibility within the meaning of Guideline § 3E1.1(a).

vii. If the Court determines that defendant has fully accepted responsibility within the meaning of Guideline § 3E1.1(a), and that the offense level is 16 or higher prior to the application of any reduction for acceptance of responsibility pursuant to § 3E1.1(a), the government will move for an additional one-level reduction in the offense level pursuant to Guideline § 3E1.1(b) because defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently.

viii. Based on the facts now known to the government, defendant does not receive any criminal history points from Chapter Four, Part A. It is defendant's position that the offense level is decreased by 2 levels because

defendant meets all of the criteria set forth in Guidelines § 4C.1.1(a). It is the government's position that the 2-level decrease does not apply because defendant was an organizer, leader, manager, or supervisor of the mail fraud scheme involving less than five participants, pursuant to § 3B1.1(c).

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the anticipated offense level is 24, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 51 to 63 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose. It is the defendant's position that the anticipated offense level is 11, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 8 to 14 months' imprisonment.

e. Defendant and his attorney and the government acknowledge that the above guidelines calculations are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional guidelines provisions apply in this case.

Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

10. Both parties expressly acknowledge that this Agreement is not governed by Fed. R. Crim. P. 11(c)(1)(B), and that errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

#### **Agreements Relating to Sentencing**

11. Each party is free to recommend whatever sentence it deems appropriate.

12. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does

not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

13. Regarding restitution, defendant acknowledges that pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant to make full restitution to the victim in an amount to be determined by the Court at sentencing, which amount shall reflect credit for any funds repaid prior to sentencing.

14. Restitution shall be due immediately, and paid pursuant to a schedule to be set by the Court at sentencing. Defendant acknowledges that pursuant to Title 18, United States Code, Section 3664(k), he is required to notify the Court and the United States Attorney's Office of any material change in economic circumstances that might affect his ability to pay restitution.

15. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

16. Defendant agrees that the United States may enforce collection of any fine or restitution imposed in this case pursuant to Title 18, United States Code, Sections 3572, 3613, and 3664(m), notwithstanding any payment schedule set by the Court.

17. After sentence has been imposed on the count to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the indictment as to defendant.

### **Forfeiture**

18. Defendant understands that, by pleading guilty, he will subject to forfeiture to the United States all right, title, and interest that he has in any property constituting or derived from proceeds obtained, directly or indirectly, as a result of the offense.

19. Defendant acknowledges that as part of his sentence, the Court will decide, by a preponderance of the evidence, whether the government has established the requisite nexus between the offense and any specific property alleged to be subject to forfeiture and the amount of a personal money judgment he must pay.

20. Defendant understands that forfeiture shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon defendant in addition to the forfeiture judgment. In this case, however, the United States Attorney's Office will recommend to the Attorney General that any net proceeds derived from any forfeited assets be remitted or restored to eligible victims of the offense pursuant to Title 18, United States Code, Section 981(e), Title 28, Code of Federal Regulations, Part 9, and other applicable law.

### **Acknowledgments and Waivers Regarding Plea of Guilty**

#### **Nature of Agreement**

21. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 23 CR 99.

22. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

#### **Waiver of Rights**

23. Defendant understands that, by pleading guilty, he surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charges against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove

prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt and that it was to consider each count of the indictment separately. The jury would have to agree unanimously as to each count before it could return a verdict of guilty or not guilty as to that count.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, and considering each count separately, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

viii. With respect to forfeiture, defendant understands that if the case were tried before a jury, he would have a right to retain the jury to determine whether the government had established the requisite nexus between defendant's offense and any specific property alleged to be subject to forfeiture.

b. **Appellate rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial, and may only appeal the validity of this plea of guilty and the sentence imposed. Defendant understands that any appeal must be filed within 14 calendar days of the entry of the judgment of conviction.

24. Defendant understands that, by pleading guilty, he is waiving all the rights set forth in the prior paragraphs, with the exception of the appellate rights specifically preserved above. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

**Presentence Investigation Report/Post-Sentence Supervision**

25. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the



nature, scope, and extent of defendant's conduct regarding the charges against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

26. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline § 3E1.1 and enhancement of his sentence for obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

27. For the purpose of monitoring defendant's compliance with his obligations to pay a fine and restitution during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy

of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

#### **Other Terms**

28. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine and restitution for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

29. Defendant understands that, if convicted, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

#### **Conclusion**

30. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

31. Defendant understands that his compliance with each part of this Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this

Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

32. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

33. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

34. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he

understands and voluntarily accepts each and every term and condition of this Agreement.


AGREED THIS DATE: 1/22/24


ERIKA CSICSILA Digitally signed by ERIKA CSICSILA  
Date: 2024.01.19 09:14:58 -06'00'

Signed by Erika Csicsila on behalf of  
MORRIS PASQUAL  
Acting United States Attorney

CHESTER CHOI Digitally signed by CHESTER CHOI  
Date: 2024.01.19 09:51:51 -06'00'

CHESTER CHOI  
Assistant U.S. Attorney

  
ROBERT SPADONI  
Defendant

  
THOMAS BREEN  
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Attorneys for Defendant