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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

**JUDGE ANDREA WOOD
U.S. DISTRICT COURT**

UNITED STATES OF AMERICA

v.

BARBARA HARRIS

No. 22 CR 110-2

Judge Andrea R. Wood

PLEA AGREEMENT

1. This Plea Agreement between the Acting United States Attorney for the Northern District of Illinois, MORRIS PASQUAL, and defendant BARBARA HARRIS, and her attorney, FRANK CECE, JR., 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:

Charge in This Case

2. The indictment in this case charges defendant with two counts of wire fraud, in violation of Title 18, United States Code, Section 1343 (Counts One and Two), one count of money laundering conspiracy, in violation of Title 18, United States Code, Section 1956(h) (Count Three), and three counts of money laundering, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i) (Counts Four through Six).

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

4. Defendant fully understands the nature and elements of the crimes with which she 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 Count Two of the indictment, which charges defendant with wire fraud, in violation of Title 18, United States Code, Section 1343. In addition, as further provided below, defendant agrees to the entry of a forfeiture judgment.

Factual Basis

6. Defendant will plead guilty because she 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 her guilt beyond a reasonable doubt, and establish a basis for forfeiture of the property described elsewhere in this Plea Agreement:

Beginning in or around January 2012, and continuing through in or around April 2017, in the Northern District of Illinois, Eastern Division, and elsewhere, defendant BARBARA HARRIS along with her codefendant, Tony Bell, knowingly devised, intended to devise, and participated in a scheme to defraud and to obtain money from the 21st Century Community Learning Centers Program, through the Illinois State Board of Education, by means of materially false and fraudulent pretenses, representations, and promises. And, on or about March 13, 2017, HARRIS executed the scheme by knowingly causing to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely,

a wire transmission of approximately \$34,683 from the Illinois State Board of Education to a Bank A account in the name of Center for Community Academic Success Partnerships ("CCASP"), which ended in -6088, through a payment processing service located in Arkansas, in violation of Title 18, United States Code, Section 1343.

More specifically, in 2013, HARRIS became the Executive Director of CCASP. Co-defendant Bell previously held the Executive Director position and remained with CCASP after HARRIS assumed the position. As Executive Director, HARRIS' responsibilities included assisting with the preparation of grant applications for the federally-funded 21st Century Community Learning Centers Program ("21st Century Grant Program"), which awarded grants to support the creation of community learning centers providing academic enrichment opportunities during non-school hours for children, particularly students attending high-poverty and low-performing schools.

Between 2013 and 2017, HARRIS, along with others, submitted and caused the submission of grant applications for the federally-funded 21st Century Grant Program that were false in certain respects. Among other things, the applications falsely inflated CCASP's projected annual expenses and falsely claimed that CCASP would receive programmatic and administrative services from a total of five subcontractors. Defendant knew that the applications falsely inflated CCASP's projected annual expenses and that subcontractors listed in the application those entities would not actually be providing those services. Nevertheless, HARRIS

knowingly submitted and caused these applications to be submitted in order to receive federally-funded grants that CCASP was not otherwise entitled to receive.

Three of the subcontractors listed in CCASP's grant applications, Nonprofit A, Nonprofit B, and Nonprofit C, were legitimate nonprofit organizations that were not actual subcontractors of CCASP for the 21st Century Grant Program, were not told by HARRIS of their inclusion in CCASP's grant application to the 21st Century Grant Program, and performed no work related to the 21st Century Grant Program. The remaining two subcontractors, Scouting Network and Community Partners, were nonprofit organizations run by HARRIS and co-defendant Bell, respectively, neither of which provided services to the 21st Century Grant Program.

HARRIS' responsibilities as Executive Director at CCASP also included overseeing the preparation and submission of periodic expense reports to the Illinois State Board of Education, which administered the federally-funded 21st Century Grant Program in Illinois. Many of the periodic expense reports were false and fraudulent in that HARRIS and others falsely inflated CCASP's actual expenses by falsely representing that subcontractors had performed program services on CCASP's behalf, that were never rendered. Through the submission of the false and fraudulent periodic expense reports, HARRIS and others fraudulently induced the Illinois State Board of Education to disburse funds from the federally-funded 21st Century Grant Program. For example, CCASP submitted periodic expense reports fraudulently seeking reimbursement for services by the five subcontractors for the 21st Century

Grant Program that were never rendered. Based on the false expense reports, CCASP received 21st Century grant funds consistent with the claimed expenses.

The false periodic expense reports submitted and caused to be submitted by HARRIS include four expense reports submitted to the 21st Century Grant Program totaling \$34,683 on or about March 7, 2017. As defendant knew, these expense reports fraudulently sought reimbursement for services CCASP claimed were provided by Nonprofit A, in the amount of \$2,000, and Community Partners, in the amount of \$6,000, which services were never rendered. Defendant acknowledges that, on or about March 13, 2017, the Illinois State Board of Education transferred \$34,683 to Bank A account in the name of CCASP via an interstate wire communication as a result of the submission of these four false expense reports.

HARRIS acknowledges, in total, that her conduct resulted in approximately \$1,800,000 in actual loss to the Department of Education through the federally-funded 21st Century Grant Program and that this loss was reasonably foreseeable to her.

7. Defendant, for the purpose of computing her sentence under Guideline § 1B1.2, stipulates to having committed the following additional offenses.

Stipulated Offense One:

On or about March 1, 2017, in the Northern District of Illinois, Eastern Division, and elsewhere, HARRIS knowingly conducted a financial transaction affecting interstate and foreign commerce, namely, the purchase of a money order bearing reference number 1773813, in the amount of \$2,692.50, from Currency

Exchange A, which financial transaction involved the proceeds of a specified unlawful activity, namely, wire fraud, in violation of Title 18, United States Code, Section 1343, knowing that the property involved in the financial transaction represented the proceeds of some form of unlawful activity, and the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

More specifically, Community Partners was, purportedly, a nonprofit that HARRIS established and controlled along with Individual A, in addition to her duties with CCASP. As described above, funds were fraudulently obtained from the federally-funded 21st Century Grant Program for services purportedly provided by Community Partners and other subcontractors, that were never rendered. Between in or about January 2012 and in or about March 2017, HARRIS, co-defendant Tony Bell, and others issued numerous checks from accounts containing funds received from the federally-funded 21st Century Community Grant Program made payable to Community Partners, totaling approximately \$353,945 in fraud proceeds. HARRIS and Bell subsequently negotiated these checks for cash or used the checks to purchase money orders at Currency Exchange A.

For instance, on or about March 1, 2017, three checks were issued from a CCASP account to Community Partners, each in the amount of \$3,000. HARRIS then used each of these checks to purchase three money orders in the amount of \$2,692.50 from Currency Exchange A, including the money order bearing reference number

1773813. The money orders HARRIS acquired from Currency Exchange A were then delivered to Bell, who deposited them into personal bank accounts controlled by him. HARRIS conducted these currency exchange transactions because she wanted to conceal the nature and source of the proceeds from law enforcement and the Illinois State Board of Education, which administered the 21st Century Grant Program in Illinois.

Stipulated Offense Two:

Beginning in or around May 2021, and continuing through in or around May 2023, in the Northern District of Illinois, Eastern Division, and elsewhere, defendant BARBARA HARRIS, knowingly devised, intended to devise, and participated in a scheme to defraud and to obtain money from the AmeriCorps VISTA Program, through the Corporation for National & Community Service, by means of materially false and fraudulent pretenses, representations, and promises. And, on or about March 30, 2023, HARRIS executed the scheme by knowingly causing to be transmitted by means of wire communication in interstate commerce certain writings, signs, and signals, namely, a wire transmission of approximately \$1,392.21 from the Bureau of Fiscal Services, Department of US Treasury, on behalf of the Corporation for National & Community Service to a Bank B account in the name of Individual B, which ended in -5661, through a payment processing service located in Maryland, in violation of Title 18, United States Code, Section 1343.

More specifically, South Suburban Community Services ("SSCS") was a purported nonprofit organization that HARRIS established and controlled along with

Individual A. HARRIS worked as a Co-Executive Director of SSCS alongside Individual A. As a Co-Executive Director, HARRIS' responsibilities included the preparation and submission of grant applications for the federally-funded AmeriCorps VISTA Program, which awarded grants to provide needed resources to nonprofit organizations to increase their capacity to bring communities out of poverty. The grant applications HARRIS prepared and submitted falsely represented that VISTA members would provide resources for developing, expanding, implementing, and evaluating programs focused on economic opportunities for residents out of the certain communities through community assessment, community awareness and engagement, building financial resources, developing materials, conducting outreach, measuring performance, and recruiting volunteers. HARRIS made these false representations knowing that the VISTA members would instead be used to perform direct service to support a fully-funded state job training program and a fully-funded state afterschool violence prevention program operated by SSCS.

For example, HARRIS recruited Individual B purportedly to serve as a VISTA member. HARRIS submitted a VISTA Assignment Description to AmeriCorps and instructed Individual B to submit enrollment materials to serve as VISTA member. According to the VISTA Assignment Description submitted by HARRIS, Individual B was responsible for the following: assisting in improving performance measurement tracking system, identifying areas that require volunteer assistance, recruit volunteers, training volunteers and identify volunteer roles, developing a volunteer recruitment plan, and developing cross-border and cross-agency

programming and meetings. Individual B was accepted by AmeriCorps as a VISTA member. As the VISTA sponsor, HARRIS agreed to the enrollment. The completion of this process triggered the payment of a living allowance to Individual B on behalf of the AmeriCorps VISTA Grant Program.

Individual B started as a VISTA member on March 14, 2022. However, Individual B did not perform any of the tasks outlined in the VISTA assignment description. Instead, HARRIS instructed Individual B to perform data entry, create and organize files, enter client notes, and complete other one-off tasks for the fully-funded state job training program operated by SSCS. As a VISTA member, Individual B received a living allowance every 15 days from March 31, 2022, through March 30, 2023.

Defendant knew that Individual B was not entitled to receive these living allowance payments because Individual B was not performing the tasks outlined in the VISTA assignment description but nevertheless defendant continued to confirm Individual B's enrollment. The improper payments to Individual B caused by defendant included a payment of \$1,392.21 to from Bureau of Fiscal Services, Department of US Treasury, on behalf of the Corporation for National & Community Service, to a Bank B account in the name of Individual B via an interstate wire communication.

HARRIS acknowledges that over the course of the two years that she served as a VISTA sponsor, she fraudulently submitted VISTA Assignment Descriptions and approved the enrollment of 11 VISTA members, none of whom performed work in

accordance with their VISTA Assignment Descriptions, and instead performed clerical tasks for the fully-funded state job program operated by SSCS. HARRIS further acknowledges that her conduct resulted in approximately \$98,699 in actual loss to the Corporation for National & Community Service through the federally-funded AmeriCorps VISTA Program and that this loss was reasonably foreseeable to her.

Maximum Statutory Penalties

8. Defendant understands that the charge to which she 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. The Court also may order restitution to any persons as agreed by the parties.

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

Sentencing Guidelines Calculations

9. 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.

10. For purposes of calculating the Sentencing Guidelines, the government's position as of the date of this Agreement is as follows:

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 2024 Guidelines Manual.

b. **Offense Level Calculations.**

Count Two and Stipulated Offense Two

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

ii. Pursuant to Guidelines § 2B1.1(b)(1)(I), the offense level is increased by 16 levels, because the amount of loss for the offense of conviction and Stipulated Offense Two is approximately \$1,898,699, which is more than \$1,500,000 and less than \$3,500,000.

iii. The adjusted offense level for Count Two and Stipulated Offense Two is 23.

Stipulated Offense One

iv. Pursuant to Guideline § 2S1.1(a)(1) and § 2S1.1 cmt. n.2(C), the base offense level for the stipulated offense is the offense level, prior to Chapter 3 adjustments, for the underlying offense from which the laundered funds were derived, namely, the offense of conviction under Count Two, because (i) the defendant committed the underlying offense; and (ii) the offense level for the underlying offense can be determined. Therefore, the base offense level for the stipulated offense is 23, as calculated under Count Two.

v. The offense level is increased by 2 levels, pursuant Guideline § 2S1.1(b)(2)(B), because the stipulated offense is under Title 18, United States Code, Section 1956.

vi. The adjusted offense level for Stipulated Offense One is 25.

Grouping

vii. The Count Two group and Stipulated Offense One are grouped pursuant to Guideline §§ 3D1.2(c) and 2S1.1., cmt. n. 6 because Count Two embodies conduct that is treated as a specific offense characteristic in the guideline applicable to the stipulated offense. Pursuant to Guideline § 3D1.3(a), the offense level is the highest offense level of the counts in the group, which is level 25.

Acceptance of Responsibility

viii. The government understands that defendant will truthfully admit the conduct comprising the offense(s) of conviction, and truthfully admit or not falsely deny any additional relevant conduct for which the defendant is accountable under Guideline § 1B1.3. Therefore, based upon facts now known to the government, defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for her criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for her actions 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 her ability to satisfy any fine or restitution that may be imposed in this case, a two-level reduction in the offense level is appropriate.

ix. In accord with Guideline § 3E1.1(b), defendant has timely notified the government of her 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. Therefore, as provided by Guideline § 3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

x. Based on the facts now known to the government, defendant does not receive any criminal history points from Chapter Four, Part A, and otherwise meets the criteria set forth in Guideline § 4C1.1(a). Therefore, the offense level is decreased by 2 levels.

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 government anticipates the offense level to be 20 which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 33 to 41 months' imprisonment, in addition to any supervised release and fine the Court may impose.

e. Defendant and her attorney and the government acknowledge that the guidelines calculations set forth in this Agreement are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands the above calculations are based on information now known

to the government and that further review of the facts or applicable legal principles may lead the government to change its position on the guidelines calculations. 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 defendant's, the probation officer's, or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw her plea on the basis of a change in the government's position on the guideline calculations or the Court's rejection of these calculations.

11. 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 the government prior to sentencing. The government may correct these errors by a statement to the Probation Office or the Court, setting forth any changes in the government's position regarding the guidelines calculations. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw her plea on the basis of such corrections.

Agreements Relating to Sentencing

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

13. 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 her guilty plea.

14. Regarding restitution, defendant acknowledges that she caused a loss to the United States of at least \$1,800,000, and that, pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant, together with any jointly liable co-defendants, to make full restitution in an amount to be determined by the Court at sentencing, which amount shall reflect credit for any funds repaid prior to sentencing. Defendant further agrees to pay restitution, arising from the stipulated offense conduct set forth above, totaling \$98,699, pursuant to Title 18, United States Code, Sections 3663(a)(3) and 3664.

15. 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), she is required to notify the Court and the United States Attorney's Office of any material change in economic circumstances that might affect her ability to pay restitution.

16. 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.

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

19. Defendant agrees to the entry of a personal money judgment in the amount of \$1,800,000, which represents the total amount of proceeds traceable to the offense. Defendant consents to the immediate entry of a preliminary order of forfeiture setting forth the amount of the personal money judgment she will be ordered to pay.

20. Defendant admits that because the directly forfeitable property is no longer available for forfeiture as described in Title 21, United States Code, Section 853(p)(1), the United States is entitled to seek forfeiture of any other property of defendant, up to the value of the personal money judgment, as substitute assets pursuant to Title 21, United States Code, Section 853(p)(2).

21. Defendant understands that forfeiture shall not be treated as satisfaction of any fine, 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.

22. Defendant agrees to waive all constitutional, statutory, and equitable challenges in any manner, including but not limited to direct appeal or a motion brought under Title 28, United States Code, Section 2255, to any forfeiture carried out in accordance with this agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The waiver in this paragraph does not apply to a claim of involuntariness or ineffective assistance of counsel.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

23. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 22 CR 110-2.

24. 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

25. Defendant understands that, by pleading guilty, she surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charge against her, and if she does, she 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 her 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 her unless, after hearing all the evidence, it was persuaded of her guilt beyond a reasonable doubt. The jury would have to agree unanimously before it could return a verdict of guilty or not guilty.

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, 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 her attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in her own behalf. If the witnesses for defendant would not appear voluntarily, she 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 she could decline to testify, and no inference of guilt could be drawn from her refusal to testify. If defendant desired to do so, she could testify in her own behalf.

b. **Appellate rights.** Defendant further understands she is waiving all appellate issues that might have been available if she had exercised her 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.

26. Defendant understands that, by pleading guilty, she 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 her, and the consequences of her waiver of those rights.

Presentence Investigation Report/Post-Sentence Supervision

27. 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 charge against her, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

28. 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 her financial circumstances, including her 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 her 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.

29. For the purpose of monitoring defendant's compliance with her obligations to pay a fine 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

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

31. 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

32. 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.

33. Defendant understands that her compliance with each part of this Agreement extends throughout the period of her sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event she 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.

34. 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.

35. Defendant and her 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.

36. Defendant acknowledges that she has read this Agreement and carefully reviewed each provision with her attorney. Defendant further acknowledges that she understands and voluntarily accepts each and every term and condition of this Agreement.


AGREED THIS DATE: FEBRUARY 27, 2025


MICHELLE
PETERSEN

Digitally signed by MICHELLE
PETERSEN
Date: 2025.01.17 23:23:12 -06'00'

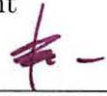
for MP

MORRIS PASQUAL
Acting United States Attorney


CAITLIN WALGAMUTH
Assistant United States Attorney



BARBARA HARRIS
Defendant


FRANK CECE, JR.
Attorney for Defendant