

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

UNITED STATES OF AMERICA

v.

DANIEL R. PLUSHKIS

No. 17 CR 50087-1

Judge Frederick J. Kapala

PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, JOHN R. LAUSCH, JR., and defendant DANIEL R. PLUSHKIS, and his attorney, ROBERT FAGAN, 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 superseding indictment in this case charges defendant with conspiracy to commit bank robbery, in violation of Title 18, United States Code, Section 371 (Count One); five counts of bank robbery, in violation of Title 18, United States Code, Section 2113(a) (Counts Two, Four, Five, Seven, and Eight); and three counts of bank theft, in violation of Title 18, United States Code, Section 2113(b) (Counts Three, Six, and Nine).

3. Defendant has read the charges against him contained in the superseding 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.

Charges to Which Defendant Is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following counts of the superseding indictment: Counts Two, Five, and Eight, each of which charges defendant with bank robbery, in violation of Title 18, United States Code, Section 2113(a).

Factual Basis

6. Defendant will plead guilty because he is in fact guilty of the charges contained in Counts Two, Five, and Eight of the superseding indictment. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt:

a. With respect to Count Two of the superseding indictment:

On or about December 23, 2017, at Algonquin, in the Northern District of Illinois, Western Division, defendant, by intimidation, did take from the person and presence of a bank employee approximately \$4,350 in United States currency belonging to and in the care, custody, control, management, and possession of TCF Bank, 103 South Randall Road, Algonquin, Illinois (the “Algonquin TCF Bank”), the deposits of which were then insured by the Federal Deposit Insurance Corporation, in violation of Title 18, United States Code, Section 2113(a).

Around 3:00 p.m. on December 23, 2017, defendant’s wife, Jessica Plushkis (“Jessica”), drove defendant to the grocery store in which the Algonquin TCF Bank is

located. Jessica knew that defendant intended to rob the Algonquin TCF Bank and agreed to wait in the parking lot and drive defendant away from the scene after the robbery. Before defendant exited the vehicle, he put on a long, fake dark-brown beard, mirrored sunglasses, and a tan and maroon colored glove. Defendant also took with him a manila envelope that had a handwritten note taped to it. The note stated: “READ WHOLE NOTE[.] I HAVE A GUN. DO EXACTLY AS I SAY AND NO ONE WILL GET HURT. EMPTY BOTTOM DRAWER INTO THIS ENVELOPE. TOP DRAWER – ALL 100’S, 5’S, 10’S INTO THIS ENVELOPE[.] NO TRACKING DEVICES[.] NO INK BOMBS[.] NO EYE CONTACT WITH ANYONE ELSE[.] YOU HAVE 20 SECONDS[.]”

Defendant then entered the grocery store, approached the Algonquin TCF Bank counter, and handed the manila envelope and demand note to the teller (“Victim Teller 1”). Defendant also verbally demanded, “Give me everything in your bottom drawer.” Victim Teller 1 retrieved cash from the bank’s drawer and put it into the manila envelope. Defendant then said, “100s and 50s too,” and Victim Teller 1 removed additional cash from the drawer and put it in the manila envelope. Defendant grabbed the envelope and left the grocery store in which the Algonquin TCF Bank is located with a total of \$4,350 in U.S. currency, which belonged to and was in the care, custody, control, management, and possession of the Algonquin TCF Bank. Defendant acknowledges that the deposits of the Algonquin TCF Bank were insured by the Federal Deposit Insurance Corporation at the time of the robbery.

After defendant exited the grocery store, he began heading toward the vehicle where Jessica Plushkis was waiting for him. Defendant, however, was tackled by a private citizen in the parking lot before he made it back to the vehicle. Defendant was subsequently taken into custody by law enforcement in the parking lot of the grocery store in which the Algonquin TCF Bank is located. Law enforcement officers recovered the manila envelope Daniel used during the robbery. Defendant admits that the envelope contained \$4,350 in U.S. currency that defendant stole from the Algonquin TCF Bank.

b. With respect to Count Five of the superseding indictment:

On or about December 13, 2017, at Arlington Heights, in the Northern District of Illinois, Eastern Division, defendant, by intimidation, did take from the person and presence of a bank employee approximately \$2,676 in United States currency belonging to and in the care, custody, control, management, and possession of TCF Bank, 1860 South Arlington Heights Road, Arlington Heights, Illinois (the “Arlington Heights TCF Bank”), the deposits of which were then insured by the Federal Deposit Insurance Corporation, in violation of Title 18, United States Code, Section 2113(a).

Around 6:45 p.m. on December 13, 2017, defendant entered the grocery store in which the Arlington Heights TCF Bank is located wearing a long, fake black beard, a dark-colored hat, multi-colored sunglasses, black gloves, and black face paint. Defendant approached the Arlington Heights TCF Bank counter and handed the teller (“Victim Teller 2”) a manila envelope with a handwritten note taped on it. The note demanded that the teller give defendant the money in the bank’s cash drawer,

and the note stated that defendant had a gun. After handing Victim Teller 2 the envelope and note, defendant began counting backward from 15. Victim Teller 2 took approximately \$2,676 in U.S. currency from the bank's cash drawer and put it in the envelope. While Victim Teller 2 was retrieving the money, another teller at the Arlington Heights TCF Bank ("Victim Teller 3") attempted to push the bank's silent alarm. Defendant, however, saw Victim Teller 3's movement and stated, "Don't even try it, don't touch it." Daniel took back the envelope containing the cash and left the grocery store with the cash. Defendant acknowledges that the deposits of the Arlington Heights TCF Bank were insured by the Federal Deposit Insurance Corporation at the time of the robbery.

c. With respect to Count Eight of the superseding indictment:

On or about December 1, 2017, at Cary, in the Northern District of Illinois, Western Division, defendant, by intimidation, did take from the person and presence of a bank employee approximately \$5,870 in United States currency belonging to and in the care, custody, control, management, and possession of Chase Bank, 300 Northwest Highway, Cary, Illinois (the "Cary Chase Bank"), the deposits of which were then insured by the Federal Deposit Insurance Corporation, in violation of Title 18, United States Code, Section 2113(a).

On December 1, 2017, defendant entered the Cary Chase Bank wearing a long, fake black beard, a hooded black jacket, a camouflage hat, and sunglasses. Defendant approached a teller ("Victim Teller 4") and handed the teller a white envelope with a note on it. The note stated that defendant had a gun and would be counting down

from 30. Defendant did, in fact, begin counting backward from 30 after he handed the note to Victim Teller 4. Victim Teller 4 took \$5,870 in U.S. currency from the bank's cash drawer and put it in the white envelope. Defendant then fled from the Cary Chase Bank with the envelope containing the cash. Defendant acknowledges that the deposits of the Cary Chase Bank were insured by the Federal Deposit Insurance Corporation at the time of the robbery.

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

a. On or about December 10, 2017, at Huntley, in the Northern District of Illinois, Eastern Division, defendant, by intimidation, did take from the person and presence of a bank employee approximately \$237 in United States currency belonging to and in the care, custody, control, management, and possession of TCF Bank, 13200 Village Green Drive, Huntley, Illinois (the "Huntley TCF Bank"), the deposits of which were then insured by the Federal Deposit Insurance Corporation, in violation of Title 18, United States Code, Section 2113(a).

On December 10, 2017, defendant entered the grocery store in which the Huntley TCF Bank is located wearing a long, fake black beard, a dark-colored hat, multi-colored sunglasses, and black gloves. Defendant approached the Huntley TCF Bank counter and handed a manila envelope with a handwritten note taped to it to a teller ("Victim Teller 5"). The note stated that defendant had a gun. After handing the envelope and note to Victim Teller 5, defendant began counting backward from 30. Victim Teller 5 put approximately \$237 in United States currency from the bank's

cash drawer into the manila envelope and gave it back to defendant. Defendant then left the grocery store with the cash. Defendant acknowledges that the deposits of the Huntley TCF Bank were insured by the Federal Deposit Insurance Corporation at the time of the robbery.

b. On or about December 20, 2017, at Streamwood, in the Northern District of Illinois, Eastern Division, defendant, by intimidation, did take from the person and presence of a bank employee approximately \$500 in United States currency belonging to and in the care, custody, control, management, and possession of TCF Bank, 217 East Irving Park Road, Streamwood, Illinois (the “Streamwood TCF Bank”), the deposits of which were then insured by the Federal Deposit Insurance Corporation, in violation of Title 18, United States Code, Section 2113(a).

On December 20, 2017, defendant entered the grocery store in which the Streamwood TCF Bank is located wearing a long fake beard, mirrored sunglasses, a hooded black jacket, a dark-colored hat, and a tan and maroon colored glove. Defendant approached the counter of the Streamwood TCF Bank and handed the teller (“Victim Teller 6”) a manila envelope with a handwritten note taped to it. Defendant also verbally demanded, “Give me everything in your bottom drawer. Do it now.” Victim Teller 6 was in the process of counting a stack of \$5 bills at the time, and defendant demanded, “Give me that in your hand.” Victim Teller 6 gave the defendant the U.S. currency he was counting, which totaled approximately \$500 and belonged to and was in the care, custody, control, management, and possession of the Streamwood TCF Bank. Defendant then fled the bank with the cash. Defendant

acknowledges that the deposits of the Streamwood TCF Bank were insured by the Federal Deposit Insurance Corporation at the time of the robbery.

Maximum Statutory Penalties

8. Defendant understands that the charges to which he is pleading guilty carry the following statutory penalties:

a. Count Two carries a maximum sentence of 20 years' imprisonment. Count Two also carries a maximum fine of \$250,000. Defendant understands that with respect to Count Two the judge may impose a term of probation of 1-5 years. Defendant further understands that, if the judge imposes a term of imprisonment with respect to Count Two, the judge also may impose a term of supervised release of not more than 3 years.

b. Count Five carries a maximum sentence of 20 years' imprisonment. Count Five also carries a maximum fine of \$250,000. Defendant understands that with respect to Count Five the judge may impose a term of probation of 1-5 years. Defendant further understands that, if the judge imposes a term of imprisonment with respect to Count Five, the judge also may impose a term of supervised release of not more than 3 years.

c. Count Eight carries a maximum sentence of 20 years' imprisonment. Count Eight also carries a maximum fine of \$250,000. Defendant understands that with respect to Count Eight the judge may impose a term of probation of 1-5 years. Defendant further understands that, if the judge imposes a

term of imprisonment with respect to Count Eight, the judge also may impose a term of supervised release of not more than 3 years.

d. 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.

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

f. Therefore, under the counts to which defendant is pleading guilty, the total maximum sentence is 60 years' imprisonment. In addition, defendant is subject to a total maximum fine of \$750,000, a period of supervised release, and special assessments totaling \$300, in addition to any restitution ordered by the Court.

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, and 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 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 November 2018 Guidelines Manual.

b. **Offense Level Calculations.**

i. With respect to Counts Two, Five, and Eight and the two stipulated offenses, the offense level calculations for each count and each stipulated offense are as follows:

1. The base offense level is 20, pursuant to Guideline § 2B3.1(a).

2. Pursuant to Guideline § 2B3.1(b)(1), 2 levels are added because the property of a financial institution was taken.

ii. With respect to Counts Two, Five, and Eight and the stipulated offense described in paragraph 7(a), an additional 2 levels are added, pursuant to Guideline § 2B3.1(b)(2)(F), because a threat of death was made.

iii. Under Guidelines §§ 3D1.1-3D1.4, each of Counts Two, Five, and Eight and each stipulated offense counts as one Unit, equaling a total of 5 Units. As a result, 4 levels are added to the highest offense level, pursuant to Guideline § 3D1.4(a).

iv. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his 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 his ability to satisfy any fine or restitution that may be imposed in this case, a two-level reduction in the offense level is appropriate.

v. In accord with Guideline § 3E1.1(b), 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. 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.

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 and stipulated below, the government's position is that

defendant's criminal history points equal 2 and defendant's criminal history category is II. Defendant reserves the right to argue that his criminal history points equal 1 and his criminal history category is I.

i. On or about August 11, 2014, defendant was convicted in McHenry County Circuit Court of the petty offense of unlawful visitation interference, and was sentenced to 100 days' supervision. Pursuant to Guideline § 4A1.2(c)(1), this conviction does not result in any criminal history points.

ii. On or about August 22, 2012, defendant was convicted in the Circuit Court of McHenry County of misdemeanor battery, and was sentenced to 6 months' supervision. Pursuant to Guideline § 4A1.1(c), this conviction results in 1 criminal history point.

iii. On or about July 29, 2010, defendant was convicted in the Circuit Court of Cook County of possession of a controlled substance, and was sentenced to probation. The government's position is that this conviction results in 1 criminal history point, pursuant to Guideline § 4A1.1(c). Defendant reserves the right to argue that this conviction does not receive any criminal history points.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the government's position is that the anticipated offense level is 25, which, when combined with the anticipated criminal history category of II, results in an anticipated advisory sentencing guidelines range of 63 to 78 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose. Defendant reserves

the right to argue that his criminal history category is I, resulting in an anticipated advisory sentencing guidelines range of 57-71 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose.

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.

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 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

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 his guilty plea.

14. Regarding restitution, defendant acknowledges 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 to the victims of Counts Two, Five, and Eight in an amount to be determined by the Court at sentencing, which amount shall reflect credit for any funds repaid prior to sentencing. Defendant acknowledges that the amounts of restitution owed to the Algonquin TCF Bank, the Arlington Heights TCF Bank, and the Cary Chase Bank are \$4,350, \$2,676, and \$5,870, respectively, and that additional amounts of restitution may be owed to the victim tellers in amounts to be determined by the Court at sentencing. The parties agree that the \$4,350 recovered by law enforcement on December 23, 2017 in the parking lot outside the Algonquin TCF Bank shall be applied to the restitution owed to the Algonquin TCF Bank.

15. Defendant also agrees to pay additional restitution, arising from the stipulated offense conduct set forth above in paragraphs 7(a) and 7(b), pursuant to Title 18, United States Code, Sections 3663(a)(3) and 3664. Defendant agrees that the amounts of restitution owed to the Huntley TCF Bank and the Streamwood TCF Bank are \$237 and \$500, respectively, and defendant agrees that additional amounts of agreed restitution may be owed to the victim tellers in amounts to be determined by the Court at sentencing.

16. 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.

17. Defendant agrees to pay the special assessment of \$300 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

18. 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.

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

counts of the superseding indictment, as well as the original indictment as to defendant.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

20. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 17 CR 50087.

21. 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

22. 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 superseding 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.

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.

23. 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

24. 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.

25. 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.

26. 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

27. 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.

28. 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

29. 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.

30. 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.

31. 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.

32. 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.

33. 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: _____

JOHN R. LAUSCH, JR.
United States Attorney

DANIEL R. PLUSHKIS
Defendant

TALIA BUCCI
Assistant U.S. Attorney

ROBERT FAGAN
Attorney for Defendant