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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	B DEPUTY

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10
11 UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

12 -oOo-

13 UNITED STATES OF AMERICA,)
)
 14 Plaintiff,)
)
 15 vs.)
)
 16 FREDERICK JOHN RIZZOLO,)
)
 17 Defendant.)
 18 _____

2:14-CR-232-GMN-NJK

BINDING PLEA AGREEMENT
UNDER FED. R. CRIM. P. 11(c)(1)(A)
and (C)

19 Plaintiff United States of America, by and through STEVEN W. MYHRE, Acting United
 20 States Attorney, Phillip N. Smith, Jr., Assistant United States Attorney for the District of Nevada,
 21 Rebecca J. Sable, Trial Attorney for the U.S. Department of Justice Tax Division, and the Defendant
 22 FREDERICK JOHN RIZZOLO and the Defendant's attorneys, Richard E. Tanasi, Esq. and Sigal
 23 Chattah, Esq., submit this Plea Agreement under Fed. R. Crim. P. 11(c)(1)(A) and (C), which is
 24 binding on the Court.

1 **I. SCOPE OF AGREEMENT**

2 The parties to this Plea Agreement are the United States of America and FREDERICK JOHN
3 RIZZOLO (“the Defendant”). This Plea Agreement, if accepted, binds the Defendant, the United
4 States Attorney’s Office for the District of Nevada, and the Court. It does not bind any other
5 prosecuting, administrative, or regulatory authority, or the United States Probation Office.

6 The Plea Agreement sets forth the parties’ agreement regarding the criminal charge referenced
7 in the Plea Agreement and the applicable sentence, fine, and restitution. It does not control or prohibit
8 the United States or any agency or third party from seeking any other civil or administrative remedies
9 directly or indirectly against the Defendant. In the event that the Defendant is required to meet with a
10 Revenue Agent of the Internal Revenue Service (“IRS”) to determine any civil tax liability, the
11 Defendant reserves the right and does not waive his full administrative appeal rights to the IRS.

12 **II. DISPOSITION OF CHARGES AND WAIVER OF TRIAL RIGHTS**

13 A. Guilty Plea. The Defendant knowingly and voluntarily agrees to plead guilty to the
14 following charge as set forth in the Criminal Indictment filed on July 9, 2014:

15 Count One: Attempt to Evade and Defeat the Payment of Tax, in violation of Title 26,
16 United States Code, Section 7201.

17 The Government will dismiss the remaining count of the Indictment against the Defendant
18 after the imposition of sentence.

19 B. Waiver of Trial Rights. The Defendant acknowledges that he has been advised and
20 understands that by entering a plea of guilty he is waiving -- that is, giving up -- certain rights
21 guaranteed to all defendants by the laws and the Constitution of the United States. Specifically, the
22 Defendant is giving up:

- 23 1. The right to proceed to trial by jury on all charges, or to a trial by a judge if
24 the Defendant and the United States both agree;

- 1 2. The right to confront the witnesses against the Defendant at such a trial, and to
- 2 cross-examine them;
- 3 3. The right to remain silent at such a trial, with assurance that his silence could
- 4 not be used against him in any way;
- 5 4. The right to testify in his own defense at such a trial if he so chooses;
- 6 5. The right to compel witnesses to appear at such a trial and testify in the
- 7 Defendant's behalf; and
- 8 6. The right to have the assistance of an attorney at all stages of such proceedings.

9 C. Withdrawal of Guilty Plea. **As this is a binding plea agreement pursuant to Fed. R.**
10 **Crim. P. 11(c)(1)(C), the parties agree that either the Defendant or the Government may**
11 **withdraw from this plea agreement in the event that the Defendant is sentenced to more or less**
12 **than twenty-four (24) months of imprisonment. Provided that the Defendant is sentenced to**
13 **twenty-four (24) months of imprisonment, the Defendant will not seek to withdraw his guilty**
14 **plea after he has entered it in court.**

15 D. Additional Charges. The United States agrees not to bring any additional charges
16 against the Defendant arising out of the investigation in the District of Nevada that culminated in this
17 Plea Agreement and based on conduct known to the United States.

18 **III. ELEMENTS OF THE OFFENSE**

19 The elements of Attempt to Evade and Defeat the Payment of Tax (as charged in Count One
20 of the Criminal Indictment) under 26 U.S.C. § 7201 are:

- 21 1. The Defendant had an income tax deficiency for the calendar years 2000 through 2002, to
- 22 the extent he owed income tax to the United States;
- 23 2. The Defendant made an affirmative attempt to evade or defeat the payment of the income
- 24 tax; and

1 3. In attempting to evade or defeat the payment of the income tax, the Defendant acted
2 willfully.

3 *See United States v. Kayser*, 488 F.3d 1070, 1073 (9th Cir. 2007); *United States v. Mal*, 942 F.2d
4 682, 684 (9th Cir. 1991).

5 **IV. FACTS SUPPORTING GUILTY PLEA**

6 A. The Defendant will plead guilty because he is, in fact and under the law, guilty of the
7 crime charged.

8 B. The Defendant acknowledges that if he elected to go to trial instead of pleading guilty,
9 the United States could prove his guilt beyond a reasonable doubt. The Defendant further
10 acknowledges that his admissions and declarations of fact set forth below satisfy every element of the
11 charged offense.

12 C. The Defendant waives any potential future claim that the facts he admitted in this Plea
13 Agreement were insufficient to satisfy the elements of the charged offense.

14 D. The Defendant admits and declares under penalty of perjury that the facts set forth
15 below are true and correct:

16 Since at least January 2000, the Defendant owned an entity called The Power Company, Inc.,
17 which did business as The Crazy Horse Too (“the Club”), a very successful topless dancers club in
18 Las Vegas, Nevada. Beginning in January 2000 and continuing through 2002, the Defendant and
19 others at the Club made cash payments to certain employees as supplemental income, including
20 floormen, bouncers, bartenders and shift managers, but they failed to report or maintain accurate
21 records of these payments to the Club’s bookkeepers. As a result, the Defendant assisted in the filing
22 of false Employer’s Quarterly Federal Tax Returns (Forms 941) with the IRS. For the twelve quarters
23 extending from January 2000 through December 2002, the Defendant and the Club owed an additional
24 \$1,734,000 in unpaid employment taxes to the IRS. On June 1, 2006, as part of a global plea

1 agreement, the Defendant entered a pre-indictment plea to conspiracy to defraud the United States by
2 impeding, impairing, obstructing and defeating the lawful functions of the IRS in the ascertainment,
3 computation, assessment and collection of income and employment taxes from January 1, 2000
4 through 2005, in violation of 18 U.S.C. § 371. See United States v. Power Company, Inc., doing
5 business as THE CRAZY HORSE TOO and FREDERICK JOHN RIZZOLO, No. 06-CR-186, 2008
6 U.S. Dist. LEXIS 29086, 2008 WL 612207 (D. Nev. Feb. 28, 2008) (“Case No. 06-cr-186”).

7 Knowing that he owed the employment taxes, RIZZOLO took affirmative steps in order to
8 evade the payment of the tax owed to the United States. These affirmative acts included the
9 concealment of his assets and income by using nominees and by making false statements to employees
10 of the IRS, who were attempting to collect the tax the Defendant owed to the United States. Specific
11 affirmative acts included:

- 12 1) On or about March 31, 2008, the Defendant directed \$900,000, which was the proceeds
13 from the sale of the “Crazy Horse” club, located in Philadelphia, Pennsylvania, to an
14 offshore bank account located in the Cook Islands, of which he exercised control;
- 15 2) On or about November 19, 2008, the Defendant willfully engaged in a roundtrip
16 transaction for the purpose of avoiding an IRS levy and seizure by depleting the assets
17 of a bank account that he controlled by writing a check payable to “W.S.” for \$50,000
18 and then subsequently received \$50,000 in cash back from “W.S.”;
- 19 3) In or around August 2010, the Defendant knowingly made a false statement to an IRS
20 attorney in the collections department, informing that attorney that he (the Defendant)
21 had no income, no likely source of future income, no assets in his name, and no ability
22 to pay; and
- 23 4) In or around 2011, the Defendant quit his job to prevent the IRS from garnishing his
24 wages in order to satisfy his tax debt.

1 Thus, the Defendant acted willfully.

2 For sentencing purposes, the parties agree that the readily-provable total tax loss for Count
3 One of \$1,723,340.31 and the total tax loss from relevant conduct of \$861,075 equals a total tax loss
4 of \$2,584,415.31.

5 **V. COLLATERAL USE OF FACTUAL ADMISSIONS**

6 The facts set forth in Section IV of this Plea Agreement shall be admissible against the
7 Defendant under Fed. R. Evid. 801(d)(2)(A) at sentencing for any purpose. If the Defendant does not
8 plead guilty or withdraws his guilty plea, the facts set forth in Section IV of this Plea Agreement shall
9 be admissible at any proceeding, including a trial, for impeaching or rebutting any evidence, argument
10 or representation offered by or on the Defendant's behalf. The Defendant expressly waives all rights
11 under Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410 regarding the use of the facts set forth in Section
12 IV of this Plea Agreement. However, no statement made by the Defendant at the change of plea
13 hearing(s) shall be used against him should the Court decide not to accept the terms of this binding
14 guilty plea agreement.

15 **VI. APPLICATION OF SENTENCING GUIDELINES PROVISIONS**

16 A. Discretionary Nature of Sentencing Guidelines. The Defendant acknowledges that the
17 Court must consider the United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines")
18 in determining the Defendant's sentence, but that the Sentencing Guidelines are advisory, not
19 mandatory.

20 B. Offense Level Calculations. The parties stipulate to the following calculation of the
21 Defendant's offense level under the Sentencing Guidelines, acknowledge that these stipulations do not
22 bind the Court, and agree that they will not seek to apply any other specific offense characteristics,
23 enhancements or reductions:

24 . . .

1	1.	[Income Tax Evasion]	
		Base Offense Level [USSG § 2T1.1(a)]:	22
2		Reductions:	
		[Acceptance of Responsibility / USSG § 3E1.1(a)]:	-2
3		[Timeliness of Plea / USSG § 3E1.1(b)]:	-1

4 The United States Attorney will recommend the two-level reduction for acceptance of
5 responsibility and the one-level reduction for timeliness of plea if the Defendant meets the provisions
6 outlined in paragraph C below.

7 The Defendant acknowledges that the statutory maximum sentence and any statutory minimum
8 sentence limit the Court's discretion in determining the Defendant's sentence notwithstanding any
9 applicable Sentencing Guidelines provisions.

10 C. Reduction of Offense Level for Acceptance of Responsibility. Under USSG §
11 3E1.1(a), the United States will recommend that the Defendant receive a two-level downward
12 adjustment for acceptance of responsibility unless he (a) fails to truthfully admit facts establishing a
13 factual basis for the guilty plea when he enters the plea; (b) fails to truthfully admit facts establishing
14 the amount of restitution owed when he enters his guilty plea; (c) provides false or misleading
15 information to the United States, the Court, Pretrial Services, or the Probation Office; (d) denies
16 involvement in the offense or provides conflicting statements regarding his involvement or falsely
17 denies or frivolously contests conduct relevant to the offense; (e) attempts to withdraw his guilty plea;
18 (f) commits or attempts to commit any crime; (g) fails to appear in court; or (h) violates the conditions
19 of pretrial release.

20 Under USSG § 3E1.1(b), if the Court determines that the Defendant's total offense level,
21 before operation of § 3E1.1(a), is 16 or higher, the United States will move for an additional one-level
22 downward adjustment for acceptance of responsibility before sentencing because the Defendant
23 communicated his decision to plead guilty in a timely manner that enabled the United States to avoid
24 preparing for trial and to efficiently allocate its resources.

1 These Sentencing Guidelines provisions, if applied, will result in a total offense level of 19.

2 D. Criminal History Category. The Defendant acknowledges that the Court may base his
3 sentence in part on the Defendant's criminal record or criminal history. The Court will determine the
4 Defendant's Criminal History Category under the Sentencing Guidelines.

5 E. Relevant Conduct. The Court may consider any counts dismissed under this Plea
6 Agreement and all other relevant conduct, whether charged or uncharged, in determining the
7 applicable Sentencing Guidelines range and whether to depart from that range.

8 F. Additional Sentencing Information. The stipulated Sentencing Guidelines calculations
9 are based on information now known to the parties. The parties may provide additional information
10 to the United States Probation Office and the Court regarding the nature, scope, and extent of the
11 Defendant's criminal conduct and any aggravating or mitigating facts or circumstances.

12 Good faith efforts to provide truthful information or to correct factual misstatements shall not
13 be grounds for the Defendant to withdraw his guilty plea.

14 The Defendant acknowledges that the United States Probation Office may calculate the
15 Sentencing Guidelines differently and may rely on additional information it obtains through its
16 investigation. The Defendant also acknowledges that the Court may rely on this and other additional
17 information as it calculates the Sentencing Guidelines range and makes other sentencing
18 determinations, and the Court's reliance on such information shall not be grounds for the Defendant
19 to withdraw his guilty plea.

20 **VII. APPLICATION OF SENTENCING STATUTES**

21 A. Maximum Penalty. The maximum penalty for Attempt to Evade and Defeat the
22 Payment of Tax under 26 U.S.C. § 7201 is a five-year prison sentence, a fine of \$250,000, or both.

1 B. Factors Under 18 U.S.C. § 3553. The Court must consider the factors set forth in 18
2 U.S.C. § 3553(a) in determining the Defendant's sentence. However, the statutory maximum sentence
3 limits the Court's discretion in determining the Defendant's sentence.

4 C. Parole Abolished. The Defendant acknowledges that his prison sentence cannot be
5 shortened by early release on parole because parole has been abolished.

6 D. Supervised Release. In addition to imprisonment and a fine, the Defendant will be
7 subject to a term of supervised release not to exceed three years. Supervised release is a period of
8 time after release from prison during which the Defendant will be subject to various restrictions and
9 requirements. If the Defendant violates any condition of supervised release, the Court may order the
10 Defendant's return to prison for all or part of the term of supervised release, which could result in the
11 Defendant serving a total term of imprisonment greater than the statutory maximum prison sentence
12 of five years.

13 E. Special Assessment. The Defendant will pay a \$100.00 special assessment per count
14 of conviction at the time of sentencing.

15 **VIII. RESTITUTION**

16 A. In exchange for benefits received under this Plea Agreement, the Defendant agrees to
17 pay restitution to the Internal Revenue Service ("IRS") in the total amount of \$2,637,290.37 under
18 Title 18, United States Code, Section 3663(a)(3).

19 B. The Defendant agrees that the total amount of restitution reflected in this agreement
20 results from the Defendant's fraudulent conduct.

21 C. The Defendant agrees that the total amount of restitution reflected in this agreement
22 results from the Defendant's criminal conduct. The total amount of restitution consists of the
23 following:

24 . . .

<u>Tax Year</u>	<u>Amount to be Credited to Tax Due</u>
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2002	\$1,621,198.07
------	----------------

2006	\$1,016,092.30
------	----------------

1 D. These figures *do not* include any interest or penalties, including interest that may accrue
2 under 18 U.S.C. § 3612. The Defendant agrees not to file any claim for refund of taxes or interest
3 represented by any amount of restitution paid under this agreement. Except as set forth in the previous
4 sentence, nothing in this agreement shall limit the IRS in its lawful examination, determination,
5 assessment, or collection of any taxes, penalties or interest due from the Defendant for the time
6 period(s) covered by this agreement or any other time period.
7

8 E. The Defendant agrees that restitution is due and payable immediately after the
9 judgement is entered and is subject to immediate enforcement, in full, by the United States. If the
10 Court imposes a schedule of payments, the Defendant agrees that the schedule of payments is a
11 schedule of the minimum payment due, and that the payment schedule does not prohibit or limit the
12 methods by which the United States may immediately enforce the judgement in full.
13

14 F. The Defendant understands that, if the Court orders the Defendant to pay restitution to
15 the IRS for the failure to pay tax, either directly as part of the sentence or as a condition of supervised
16 release, the IRS will use the restitution order as the basis for a civil assessment. *See* 26 U.S.C. §
17 6201(a)(4). The Defendant understands that he does not have the right to challenge the amount of this
18 assessment. *See* 26 U.S.C. § 6201(a)(4)(C). The Defendant understands that neither the existence of
19 a restitution payment schedule, nor the Defendant's timely payment of restitution according to such
20 schedule, will preclude the IRS from administrative collection of the restitution-based assessment,
21 including through levy and distraint under 26 U.S.C. § 6331. Interest on the restitution-based
22 assessment will accrue under 26 U.S.C. §§ 6601 and 6621 from the last date prescribed for payment
23 of the liability that is the subject of the restitution order to the date that the IRS receives payment.
24

1 G. The Defendant agrees that he will sign any IRS forms deemed necessary by the IRS to
2 enable the IRS to make an immediate assessment of that portion of the tax and interest that he agrees
3 to pay as restitution (see paragraph A). The Defendant also agrees to sign IRS Form 8821, which is a
4 “Tax Information Authorization.”

5 H. The Defendant agrees not to file any claim for refund or taxes, or penalties represented
6 by an amount of restitution paid pursuant to this agreement.

7 I. The parties understand that the Defendant will receive proper credit to his civil tax
8 liability for the payments made under a restitution order. Except as set forth in the previous sentence,
9 nothing in this agreement shall limit the IRS in its lawful examination, determination, assessment, or
10 collection of any taxes, penalties or interest due from the Defendant for the time period(s) covered by
11 this agreement or any other time period.

12 J. The Defendant agrees that this agreement, or any judgment, order, release, or
13 satisfaction issued in connection with this agreement, will not satisfy, settle, or compromise the
14 Defendant’s obligation to pay the balance of any remaining civil liabilities, including tax, additional
15 tax, additions to tax, interest, and penalties, owed to the IRS for the time periods covered by this
16 agreement or any other time period.

17 K. The Defendant understands that he is not entitled to credit with the IRS for any payment
18 sent to an incorrect address or accompanied by incomplete or inaccurate information, unless and until
19 any payment is actually received by the IRS and identified by it as pertaining to his particular liability.
20 The contact information for the Special Agent assigned to this case is as follows: SA Sam Holland,
21 Internal Revenue Service, 110 City Parkway Las Vegas, Nevada 89106, Phone: (702) 868-5104.

22 L. The Defendant agrees that, unless the Director of the Administrative Office of the
23 United States Courts directs him otherwise, all payments made pursuant to the Court’s restitution order
24 are to be sent only to the Clerk of the Court at the following address: United States District Court,

1 District of Nevada, 333 S. Las Vegas Blvd., Las Vegas, Nevada 89101 Phone: (702) 464-5400. With
2 each payment to the Clerk of the Court made pursuant to the District Court's restitution order, the
3 Defendant will provide the following information: (i) the Defendant's name and Social Security
4 number; the District Court docket number assigned to this case; (ii) tax years for which restitution has
5 been ordered; and, (iii) a statement that the payment is being submitted pursuant to the District Court's
6 restitution order.

7 M. The Defendant agrees to include a request that the Clerk of the Court send the
8 information, along with the Defendant's payments, to the appropriate office of the Internal Revenue
9 Service. The Defendant also agrees to send a notice of any payments made pursuant to this agreement,
10 including the information listed in the previous paragraph, to the IRS at the following address: Internal
11 Revenue Service - RACS, Attn: Mail Stop 6261, Restitution, 333 W. Pershing Ave., Kansas City, MO,
12 64108.

13 N. The Defendant understands that any restitution imposed by the Court may not be
14 discharged in whole or in part in any present or future bankruptcy proceeding.

15 O. The parties agree that payments made by the Defendant to the Clerk toward restitution
16 in this matter shall, unless otherwise ordered subsequent to judgment, be credited toward the restitution
17 loss in this case. The parties further agree that, unless otherwise ordered subsequent to judgment,
18 payments made by the Defendant to the Clerk toward the loss in this case shall also be credited toward
19 the restitution owed to the IRS in *United States v. Rizzolo, et al.*, 2:06-cr-00186-KJD-PAL. The
20 Defendant acknowledges that neither the United States nor the IRS is precluded from enforced
21 collection in this matter regardless of any payments made to the Clerk for restitution. By agreeing to
22 this term, the parties agree that this provision of the plea agreement does not constitute any double
23 jeopardy violation.

24 . . .

1 **IX. POSITIONS REGARDING SENTENCE**

2 **The parties will jointly recommend that the Court sentence the Defendant to a sentence**
3 **of twenty-four (24) months of imprisonment, regardless of the Sentencing Guidelines range as**
4 **calculated by the United States Probation Office or as determined by the Court, unless the**
5 **Defendant commits any act that could result in a loss of the downward adjustment for**
6 **acceptance of responsibility. The parties agree that such a sentence would be reasonable under**
7 **18 U.S.C. § 3553(a). The Defendant acknowledges that this sentence will be binding on the Court**
8 **pursuant to Fed. R. Crim. P. 11(c)(1)(A) and (C), unless the United States files a pre- or post-**
9 **sentence downward departure motion under USSG § 5K1.1 or Fed. R. Crim. P. 35.**

10 **The parties also agree to recommend that the restitution amount is \$2,637,290.37. The**
11 **Government will also recommend that the Defendant be ordered to serve a term of two years of**
12 **supervised release. These particular recommendations are not binding on the Court.**

13 This Plea Agreement does not require the United States to file any pre- or post-sentence
14 downward departure motion under USSG § 5K1.1 or Fed. R. Crim. P. 35. Notwithstanding its
15 agreement to recommend a sentence twenty-four (24) months, the United States reserves its right to
16 defend any lawfully imposed sentence on appeal or in any post-conviction litigation.

17 The Defendant will not request a sentence below twenty-four (24) months of imprisonment,
18 and will not seek a downward adjustment pursuant to 18 U.S.C. § 3553 or USSG § 4A1.3(b)(1) from
19 any sentence the Court may impose, unless the United States files a pre- or post-sentence downward
20 departure motion under USSG § 5K1.1 or Fed. R. Crim. P. 35.

21 **X. FINANCIAL INFORMATION AND DISPOSITION OF ASSETS**

22 Before or after sentencing, upon request by the Court, the United States, or the Probation
23 Office, the Defendant will provide accurate and complete financial information, submit sworn
24 statements, and/or give depositions under oath concerning his assets and his ability to pay. The

1 Defendant will surrender assets he obtained directly or indirectly as a result of his crimes, and will
2 release funds and property under his control in order to pay any fine or restitution ordered by the Court.

3 **XI. THE DEFENDANT'S ACKNOWLEDGMENTS AND WAIVERS**

4 A. Plea Agreement and Decision to Plead Guilty. The Defendant acknowledges that:

- 5 (1) He has read this Plea Agreement and understands its terms and conditions;
6 (2) He has had adequate time to discuss this case, the evidence, and this Plea
7 Agreement with his attorneys;
8 (3) He has discussed the terms of this Plea Agreement with his attorneys;
9 (4) The representations contained in this Plea Agreement are true and correct,
10 including the facts set forth in Section IV; and
11 (5) He was not under the influence of any alcohol, drug, or medicine that would
12 impair his ability to understand the Agreement when he considered signing this
13 Plea Agreement and when he signed it.

14 The Defendant understands that he alone decides whether to plead guilty or go to trial, and
15 acknowledges that he has decided to enter his guilty plea knowing of the charges brought against him,
16 his possible defenses, and the benefits and possible detriments of proceeding to trial. The Defendant
17 also acknowledges that he decided to plead guilty voluntarily and that no one coerced or threatened
18 him to enter into this Plea Agreement.

19 B. Waiver of Appeal and Post-Conviction Proceedings. The Defendant knowingly and
20 expressly waives: (a) the right to appeal any sentence of up to twenty-four (24) months of
21 imprisonment; (b) the right to appeal the manner in which the Court determined that sentence on the
22 grounds set forth in 18 U.S.C. § 3742; and (c) the right to appeal any other aspect of the conviction or
23 sentence and any order of restitution.

24 The Defendant also knowingly and expressly waives all collateral challenges, including any

1 claims under 28 U.S.C. § 2255, to his conviction or sentence, or any order of restitution up to
2 \$2,637,290.37 plus interest, and the procedure by which the Court adjudicated guilt and imposed
3 sentence, except non-waivable claims of ineffective assistance of counsel.

4 The Defendant reserves the right to appeal any portion of the sentence that is more than twenty-
5 four (24) months of imprisonment, or any order of restitution ^{exceeding} up to \$2,637,290.37 plus interest.

6 The Defendant acknowledges that the United States is not obligated or required to preserve
7 any evidence obtained in the investigation of this case.

8 C. Removal/Deportation Consequences. The Defendant understands and acknowledges
9 that if he is not a United States citizen, then it is highly probable that he will be permanently removed
10 (deported) from the United States as a consequence of pleading guilty under the terms of this Plea
11 Agreement. The Defendant has also been advised if his conviction is for an offense described in 8
12 U.S.C. § 1101(a)(43), he will be deported and removed from the United States and will not be allowed
13 to return to the United States at any time in the future. The Defendant desires to plead guilty regardless
14 of any immigration consequences that may result from his guilty plea, even if the consequence is
15 automatic removal from the United States with no possibility of returning. The Defendant
16 acknowledges that he has specifically discussed these removal/deportation consequences with his
17 attorneys.

18 **XII. ADDITIONAL ACKNOWLEDGMENTS**

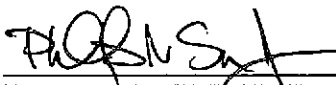
19 This Plea Agreement resulted from an arms-length negotiation in which both parties bargained
20 for and received valuable benefits in exchange for valuable concessions. It constitutes the entire
21 agreement negotiated and agreed to by the parties. No promises, agreements or conditions other than
22 those set forth in this agreement have been made or implied by the Defendant, the Defendant's
23 attorneys, or the United States, and no additional promises, agreements or conditions shall have any
24 force or effect unless set forth in writing and signed by all parties or confirmed on the record before

PNS
LM
RET
JR


1 the Court.

2 STEVEN W. MYHRE,
Acting United States Attorney


3
4 DATE 5-31-17

5 
6 PHILLIP N. SMITH, JR.
Assistant United States Attorney


7 DATE 5/31/17

8 
9 REBECCA J. SABLE
Trial Attorney
Department of Justice, Tax Division

10 DATE 5/3/17

11 
12 RICHARD E. TANASI, ESQ.
SIGAL CHATTAH, ESQ.
Counsel for the Defendant

13
14 DATE 5-31-2017

15 
16 FREDERICK JOHN RIZZOLO
Defendant