



U.S. Department of Justice

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District of Connecticut*

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March 28, 2022

**Frank J. Ricco II, Esq.
The Law Offices of Frank J. Riccio LLC
Bridgeport Office
923 East Main Street
Bridgeport, Connecticut 06608**

**MAR 28 2022 PM 1:29
FILED-USDC-CT-HARTFORD**

**Re: United States v. Jamie Petrone
Case No. 3:22CR 61 (VLB)**

Dear Attorney Riccio:

This letter confirms the plea agreement between your client, Jamie Petrone (the “defendant”), and the United States Attorney’s Office for the District of Connecticut (the “Government”) in this criminal matter.

THE PLEA AND OFFENSE

In consideration for the benefits offered under this agreement, the defendant agrees to waive her right to be indicted and to plead guilty to a two-count information charging her with Wire Fraud, in violation of Title 18, United States Code, Section 1343 and Filing a False Tax Return, in violation of Title 26, United States Code, Section 7206(1) for the calendar year 2016.

The defendant understands that, to be guilty of the offense of wire fraud charged in Count One of the Information, the following essential elements must be satisfied:

- 1. There was a scheme or artifice to defraud or to obtain money or property by means of materially false and fraudulent pretenses, representations or promises, as described in the Information;**
- 2. The defendant knowingly participated in the scheme or artifice to defraud, with knowledge of its fraudulent nature and with specific intent to defraud; and**

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3. In execution of the scheme or artifice to defraud, the defendant used or caused the use of one or more interstate wires, as specified in the Information.

The defendant further understands that, to be guilty of the offense of filing a false tax return charged in Count Two of the Information, the following essential elements of the offense must be satisfied:

1. The defendant made and subscribed a tax return that was false as to a material matter, as described in the Information;
2. The return contained a written declaration that it was made under the penalties of perjury;
3. The defendant did not believe the return to be true and correct as to every material matter; and
4. The defendant acted willfully, with the specific intent to violate the law.

THE PENALTIES

Imprisonment

The offense charged in Count One carries a maximum penalty of twenty years in prison.

The offense charged in Count Two carries a maximum penalty of three years in prison.

Supervised Release

In addition, as to Count One of the Information, the Court may impose a term of supervised release of up to three years to begin after any term of imprisonment. 18 U.S.C. § 3583. The defendant understands that, should she violate any condition of supervised release, she may be required to serve a further term of imprisonment of up to two years per violation pursuant to 18 U.S.C. § 3583 with no credit for time already spent on supervised release.

In addition, as to Count Two of the Information, under 18 U.S.C. § 3583, the Court may impose a term of supervised release of not more than one year to begin at the expiration of any term of imprisonment. The defendant understands that, should she violate any condition of the supervised release, she may be required to serve a further term of imprisonment of up to one year with no credit for time already spent on supervised release.

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Fine

As to Count One of the Information, the defendant is subject to the fine provision of 18 U.S.C. § 3571. Under this section, the maximum fine that may be imposed on the defendant is the greatest of the following amounts: (1) twice the gross gain to the defendant resulting from the offense; (2) twice the gross loss resulting from the offense; or (3) \$250,000. The parties agree that the loss as to Count One is \$40,504,200.08.

As to Count Two of the Information, the defendant also is subject to the fine provision of 18 U.S.C. § 3571. Under this section, the maximum fine that may be imposed on the defendant is the greatest of the following amounts: (1) the amount specified in the law setting forth the offense, which is \$100,000 together with the costs of prosecution; (2) \$250,000; (3) twice the gross gain to the defendant resulting from the offense; or (4) twice the gross loss resulting from the offense. The parties agree that the loss as to Count Two is \$6,416,618.00.

Also, the penalties include the costs of prosecution. Because the defendant is pleading guilty before a trial, the Government will not seek the costs of prosecution.

Special Assessment

In addition, the defendant is obligated by 18 U.S.C. § 3013 to pay a special assessment of \$100 on each count of conviction, for a total of \$200. The defendant agrees to pay the special assessment to the Clerk of the Court on the date the guilty pleas are accepted.

Restitution Concerning Count One

In addition to the other penalties provided by law, the Court also must order that the defendant make restitution on Count One under 18 U.S.C. § 3663A, and the Government reserves its right to seek restitution on behalf of victims consistent with the provisions of § 3663A. The scope and effect of the order of restitution are set forth in the attached Rider Concerning Restitution. Restitution is payable at the time of sentencing unless otherwise ordered by the Court.

Regardless of restitution that may be ordered by the Court noted above, the defendant agrees to make restitution under Count One in the amount of \$40,504,200.08 to Yale University.

Restitution Concerning Count Two

In addition to the other penalties provided by law, the Court also may order that the defendant make restitution on Count Two under 18 U.S.C. § 3663, and the Government reserves its right to seek restitution on behalf of victims consistent

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with the provisions of § 3663. The scope and effect of the order of restitution are set forth in the attached Rider Concerning Restitution. Restitution is payable at the time of sentencing unless otherwise ordered by the Court.

The parties understand that, in any case in which the United States is a victim, the district court will ensure that all other victims receive full restitution before the United States receives any restitution. 18 U.S.C. § 3664(i).

Regardless of restitution that may be ordered by the Court noted above, the defendant agrees to make restitution under Count Two in the amount of \$6,416,618.00 to the Internal Revenue Service, broken down as follows:

Tax Year	Restitution
2013	\$82,825.00
2014	\$201,785.00
2015	\$290,114.00
2016	\$383,407.00
2017	\$1,246,159.00
2018	\$1,039,318.00
2019	\$1,551,493.00
2020	\$1,621,517.00

The defendant agrees that she will sign the IRS forms deemed necessary by the IRS to enable it to make assessment of the agreed-upon criminal restitution, including agreeing to sign IRS Form 8821, "Tax Information Authorization." The defendant further agrees to allow the contents of her IRS criminal file to be given to civil attorneys and support staff of the United States Attorney's Office and the IRS to enable them to investigate any taxes owed by the defendant, including, but not limited to, any civil penalties and interest. With respect to disclosure of the criminal file to the above-listed individuals and entities, the defendant waives any rights the defendant might hold under 26 U.S.C. §§ 6103, 7213, and Fed. R. Crim. P. 6(e). The defendant further waives any other rights she might have to non-disclosure of tax-related information. The defendant agrees as a special condition of probation or supervised release that she will cooperate with the IRS to pay all outstanding taxes, interest, and penalties. Finally, the defendant agrees to sign the Revenue Agent's Report (Form 4549) at or before sentencing, setting forth the defendant's civil tax liability for the years at issue.

If the Court orders the defendant to pay restitution to the IRS for the failure to pay tax, either directly as part of the sentence or as a condition of probation or supervised release, the IRS will use the restitution order as the basis for a civil assessment. 26 U.S.C. § 6201(a)(4). The defendant does not have the right to challenge the amount of this assessment. 26 U.S.C. § 6201(a)(4)(C). Neither the existence of a restitution payment schedule nor the defendant's timely payment of restitution according to that schedule will preclude the IRS from administrative

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collection of the restitution-based assessment, including levy and distraint under 26 U.S.C. § 6331.

Disposition of Properties

The defendant acknowledges she currently is the sole or joint owner of the following three properties (collectively, the “Properties”): (1) 41 Fisher Court, Stratford, Connecticut; (2) 47 Fawn Meadow Drive, Naugatuck, Connecticut; and (3) 825 Maple Hill Road, Naugatuck, Connecticut. The defendant acknowledges that the Properties were purchased, in whole or in part, with funds derived from the criminal offense to which the defendant is pleading guilty.

The defendant agrees to facilitate the liquidation of the Properties by the United States Attorney’s Office’s Financial Litigation Unit, which process the defendant agrees may begin prior to sentencing and/or the imposition of a restitution order in this matter. The Defendant further agrees that upon the Government’s request, she will execute necessary documentation to consummate the sale and/or the transfer of title of the Properties, and agrees to maintain insurance for the Properties, as well as to maintain the present condition of the Properties until such sale or transfer occurs. The defendant understands that any proceeds of any such sale will be turned over directly to the United States District Court Clerk’s Office. If the net proceeds are used as a substitute asset to secure the defendant’s appearance bond, the defendant agrees to waive any right to challenge the application of 28 U.S.C. § 2044, which provides that any of her funds securing her appearance bond shall be applied to any criminal monetary penalty imposed at sentencing.

Additionally, the defendant acknowledges that her property at 1604 North Park Street, Lithia Springs, Georgia (the “Georgia property”), which is her current residence, is subject to seizure and liquidation for purposes of satisfaction of the agreed-upon restitution obligation. The defendant agrees that the Government will be entitled to take any lawful action against the Georgia property following the entry of a restitution order in this matter, including but not limited to the placement of a lien on that property in the Government’s favor.

Interest, penalties and fines

Unless otherwise ordered, should the Court impose a fine or restitution of more than \$2,500 as part of the sentence, interest will be charged on the unpaid balance of the fine or restitution not paid within 15 days after the judgment date. 18 U.S.C. § 3612(f). Other penalties and fines may be assessed on the unpaid balance of a fine or restitution pursuant to 18 U.S.C. § 3572(h), (i) and § 3612(g).

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Forfeiture

Pursuant to Title 18, United States Code Section 981(a)(1)(C) and Title 28, United States Code Section 2461(c), and based on her commission of the illegal acts of Wire Fraud, in violation of Title 18, United States Code Section 1343, as charged in Count One of the Information, the defendant agrees to forfeit all interests in the following assets:

- (1) Approximately \$560,421.14 in United States currency, seized on or about August 31, 2021 by the Federal Bureau of Investigation upon a warrant issued by the Hon. Sarah A.L. Merriam, then a United States Magistrate Judge, from a bank account at Bank of America in the name of Maziv Entertainment LLC, account number ending 9857;
- (2) A 2014 White Mercedes-Benz G550, Connecticut License Plate: AR92404, Vehicle Identification Number (“VIN”): WDCYC3HF1EX224164;
- (3) A 2017 Red Land Rover/Range Rover Sv Autobiography, Connecticut License Plate: AX16523, VIN: SALGW3FE6HA351155;
- (4) A 2015 Black Cadillac Escalade Premium, Connecticut Plate: AM07678, VIN: 1GYS4CKJ4FR268634;
- (5) A 2020 Cardinal Red Mercedes Benz Model E450A, Georgia License Plate: CQB4322, VIN: WDD1K6HB8LF125147;
- (6) A 2016 White Cadillac Escalade (4 Door Sport), California License Plate: 8XFU511, VIN: 1GYS4DKJ8GR294158;
- (7) A 2018 Dodge Charger, California License Plate: 8AUC527, VIN: 2C3CDZFJ4JH120648; and
- (8) A sum of money equal to the total value of all assets that are forfeitable pursuant to Title 18, United States Code Section 981(a)(1)(C) and Title 28, United States Code Section 2461(c)

The defendant acknowledges that each of the above-listed assets is subject to forfeiture as proceeds of illegal conduct giving rise to forfeiture.

The defendant agrees to take all steps as requested by the United States to pass clear title to all of the forfeitable assets to the United States, to share truthful information with agents and representatives of the United States about any facts and claims concerning the assets, and to testify truthfully in any judicial forfeiture proceeding.

The defendant agrees to waive all interests in each of the assets listed above (hereinafter, the “forfeitable assets”), in any administrative or judicial

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forfeiture proceeding, whether criminal or civil, state or federal. The defendant agrees to consent to the entry of orders of forfeiture for each of the forfeitable assets, and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. The defendant acknowledges that she understands that the forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the Court to advise her of this, pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J), at the time her guilty pleas are accepted.

The defendant agrees to hold the United States, its agents and employees harmless from any claims whatsoever in connection with the seizure or forfeiture of the above-listed assets covered by this agreement. The defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this plea agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The defendant also understands and agrees that by virtue of her pleas of guilty she waives any rights or cause of action to claim that she is a “substantially prevailing party” for the purpose of recovery of attorney fees and other litigation costs in any related forfeiture proceeding pursuant to 28 U.S.C. § 2465(b)(1).

Defendant hereby gives her consent, pursuant to Fed. R. Crim. P. 32.2(b)(4)(A), that: (1) the Preliminary Order of Forfeiture may be deemed final as to herself prior to sentencing; (2) in the discretion of the government, the government may commence notice of claims and ancillary proceedings at any time after the preliminary order of forfeiture has been issued by the Court; and (3) following completion of the ancillary claims period and resolution of all ancillary claims, if any, the government may seek and the Court may issue, prior to the sentencing date, a final order of forfeiture.

The defendant understands and agrees that by virtue of her pleas of guilty she waives any rights or cause of action to claim that she is a “substantially prevailing party” for the purpose of recovery of attorney fees and other litigation costs in any related forfeiture proceeding pursuant to 28 U.S.C. § 2465(b)(1).

THE SENTENCING GUIDELINES

Applicability

The defendant understands that the Court is required to consider any applicable Sentencing Guidelines as well as other factors enumerated in 18 U.S.C. § 3553(a) to tailor an appropriate sentence in this case and is not bound by this plea agreement. The defendant agrees that the Sentencing Guideline determinations will be made by the Court, by a preponderance of the evidence, based upon input from the defendant, the Government, and the United States

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Probation Office. The defendant further understands that she has no right to withdraw her guilty pleas if her sentence or the Guideline application is other than she anticipated, including if the sentence is outside any of the ranges set forth in this agreement.

Acceptance of Responsibility

At this time, the Government agrees to recommend that the Court reduce by two levels the defendant's adjusted offense level under § 3E1.1(a) of the Sentencing Guidelines, based on the defendant's prompt recognition and affirmative acceptance of personal responsibility for the offense. Moreover, should the defendant qualify for a decrease under § 3E1.1(a) and her offense level determined prior to the operation of subsection (a) is level 16 or greater, the Government will file a motion with the Court pursuant to § 3E1.1(b) which recommends that the Court reduce the defendant's Adjusted Offense Level by one additional level based on her prompt notification of her intention to enter a plea of guilty. The defendant understands that the Court is not obligated to accept the Government's recommendations on the reductions.

The above-listed recommendations are conditioned upon the defendant's affirmative demonstration of acceptance of responsibility, by (1) truthfully admitting the conduct comprising the offense(s) of conviction and truthfully admitting or not falsely denying any additional relevant conduct for which the defendant is accountable under § 1B1.3 of the Sentencing Guidelines, and (2) disclosing to the United States Attorney's Office and the United States Probation Office a complete and truthful financial statement detailing the defendant's financial condition. The defendant expressly authorizes the United States Attorney's Office to obtain a credit report concerning the defendant.

In addition, the Government expressly reserves the right to seek denial of the adjustment for acceptance of responsibility if the defendant engages in any acts, unknown to the Government at the time of the signing of this agreement, which (1) indicate that the defendant has not terminated or withdrawn from criminal conduct or associations (§ 3E1.1 of the Sentencing Guidelines); (2) could provide a basis for an adjustment for obstructing or impeding the administration of justice (§ 3C1.1 of the Sentencing Guidelines); or (3) constitute a violation of any condition of release. Moreover, the Government reserves the right to seek denial of the adjustment for acceptance of responsibility if the defendant seeks to withdraw her guilty pleas or takes a position at sentencing, or otherwise, which, in the Government's assessment, is inconsistent with affirmative acceptance of personal responsibility. The defendant understands that she may not withdraw her pleas of guilty if, for the reasons explained above, the Government does not make one or both of the recommendations or seeks denial of the adjustment for acceptance of responsibility.

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Stipulation

Pursuant to § 6B1.4 of the Sentencing Guidelines, the defendant and the Government have entered into the attached stipulation, which is a part of this plea agreement. The defendant understands that this stipulation does not set forth all of the relevant conduct and characteristics that may be considered by the Court for purposes of sentencing. The defendant understands that this stipulation is not binding on the Court. The defendant also understands that the Government and the United States Probation Office are obligated to advise the Court of any additional relevant facts that subsequently come to their attention.

Guideline Stipulation

The parties agree as follows:

The Guidelines Manual in effect on the date of sentencing is used to determine the applicable Guidelines range.

The parties agree that the counts are grouped together under Section 3D1.2(d) into a single group because the offense levels are determined largely on the basis of the total amount of harm or loss. See *United States v. Gordon*, 291 F.3d 181, 189 (2d Cir. 2002); U.S.S.G. § 3D1.3. The figure used to compute the adjusted offense levels under the applicable sections of the Guidelines is obtained by combining the losses due to the wire fraud offense as well as the tax fraud loss. The parties further agree that the Guideline calculation under U.S.S.G. § 2B1.1 for the offense of wire fraud, as charged in Count One of the Information, produces a higher offense level than the Guideline calculation under U.S.S.G. § 2T1.1 for the offense of false tax return, as charged in Count Two of the Information. As a result, U.S.S.G. § 2B1.1 is used to determine the applicable Guidelines range. U.S.S.G. § 3D1.3(b).

The defendant's base offense level under U.S.S.G. § 2B1.1(a)(1) is 7. That level is increased by 22 because the loss is greater than \$25 million but less than \$65 million. U.S.S.G. § 2B1.1(b)(1)(L). The level is further increased by 2 because the offense involved sophisticated means and the defendant intentionally engaged in or caused the conduct constituting sophisticated means. U.S.S.G. § 2B1.1(b)(10)(C). The level is further increased by 2 because the defendant abused a position of private trust in a manner that significantly facilitated the commission and concealment of the offense, U.S.S.G. § 3B1.3, resulting in an adjusted offense level of 33. Three levels are subtracted under U.S.S.G. § 3E1.1 for acceptance of responsibility, as noted above, resulting in a total offense level of 30.

Based on an initial assessment, the parties agree that the defendant falls within Criminal History Category I. The parties reserve the right to recalculate the

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defendant's Criminal History Category and corresponding sentencing ranges if this initial assessment proves inaccurate.

A total offense level 30, assuming a Criminal History Category I, would result in a range of 97 to 121 months of imprisonment (sentencing table) and a fine range of \$30,000 to \$300,000, U.S.S.G. § 5E1.2(c)(3). The defendant is also subject to a supervised release term of 1 to 3 years. U.S.S.G. § 5D1.2.

The Government and the defendant reserve their rights to seek a departure or a non-Guidelines sentence, and both sides reserve their right to object to a departure or a non-Guidelines sentence.

The defendant understands that the Court is not bound by this agreement on the Guideline ranges specified above. The defendant further understands that she will not be permitted to withdraw the guilty pleas if the Court imposes a sentence outside any of the ranges set forth in this agreement.

In the event the United States Probation Office or the Court contemplates any sentencing calculations different from those stipulated by the parties, the parties reserve the right to respond to any inquiries and make appropriate legal arguments regarding the proposed alternate calculations. Moreover, the parties reserve the right to defend any sentencing determination, even if it differs from that stipulated by the parties, in any post-sentencing proceeding.

Information to the Court

The Government reserves its right to address the Court with respect to an appropriate sentence to be imposed in this case. Moreover, the Government will discuss the facts of this case, including information regarding the defendant's background and character, 18 U.S.C. § 3661, with the United States Probation Office and will provide the Probation Officer with access to material in its file, with the exception of grand jury material.

WAIVER OF RIGHTS

The defendant acknowledges and agrees that she is knowingly, intelligently, and voluntarily waiving the following rights:

Waiver of Right to Indictment

The defendant understands that she has the right to have the facts of this case presented to a federal grand jury, consisting of between sixteen and twenty-three citizens, twelve of whom would have to find probable cause to believe that she committed the offense set forth in the information before an indictment could be returned. The defendant acknowledges that she is waiving her right to be indicted.

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Waiver of Trial Rights and Consequences of Guilty Plea

The defendant understands that she has the right to be represented by an attorney at every stage of the proceeding and, if necessary, one will be appointed to represent her.

The defendant understands that she has the right to plead not guilty or to persist in that plea if it has already been made, the right to a public trial, the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against her, the right not to be compelled to incriminate herself, the right to testify and present evidence, and the right to compel the attendance of witnesses to testify in her defense. The defendant understands that by pleading guilty she waives those rights and that, if the pleas of guilty are accepted by the Court, there will not be a further trial of any kind.

The defendant understands that, if she pleads guilty, the Court may ask her questions about each offense to which she pleads guilty, and if she answers those questions falsely under oath, on the record, and in the presence of counsel, her answers may later be used against her in a prosecution for perjury or making false statements.

Waiver of Statute of Limitations

The defendant agrees that, should the convictions following defendant's guilty pleas be vacated for any reason, then any prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this plea agreement (including any indictment or counts the Government has agreed to dismiss at sentencing pursuant to this plea agreement) may be commenced or reinstated against the defendant, notwithstanding the expiration of the statute of limitations between the signing of this plea agreement and the commencement or reinstatement of such prosecution. The defendant agrees to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date the plea agreement is signed.

Waiver of Right to Challenge Conviction

The defendant acknowledges that under certain circumstances she is entitled to challenge her conviction. By pleading guilty, the defendant waives her right to appeal or collaterally attack her conviction in any proceeding, including but not limited to a motion under 28 U.S.C. § 2255 and/or § 2241. In addition to any other claims she might raise, the defendant waives her right to challenge her conviction based on (1) any non-jurisdictional defects in the proceedings before entry of this plea, (2) a claim that the statute(s) to which the defendant is pleading guilty is unconstitutional, and (3) a claim that the admitted conduct does not fall

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within the scope of the statute. This waiver does not preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

Waiver of Right to Appeal or Collaterally Attack Sentence

The defendant acknowledges that under certain circumstances, she is entitled to challenge her sentence. In consideration for the benefits offered under this agreement, the defendant agrees not to appeal or collaterally attack the sentence in any proceeding, including but not limited to a motion under 28 U.S.C. § 2255 and/or § 2241 if that sentence does not exceed 121 months of imprisonment, a 3-year term of supervised release, a \$200 special assessment, a \$300,000 fine, \$40,504,200.08 in restitution under Count One, \$6,416,618.00 in restitution under Count Two, and forfeiture as described above, even if the Court imposes such a sentence based on an analysis different from that specified above. The Government and the defendant agree that this waiver applies regardless of whether the term of imprisonment is imposed to run consecutively to or concurrently with, in whole or in part, the undischarged portion of any other sentence that has been imposed on the defendant at the time of sentencing in this case. Furthermore, the parties agree that any challenge to the defendant's sentence that is not foreclosed by this provision will be limited to that portion of the sentencing calculation that is inconsistent with (or not addressed by) this waiver. This waiver does not preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

ACKNOWLEDGMENT OF GUILT AND VOLUNTARINESS OF PLEA

The defendant acknowledges that she is entering into this agreement and is pleading guilty freely and voluntarily because she is guilty. The defendant further acknowledges that she is entering into this agreement without reliance upon any discussions between the Government and her (other than those described in the plea agreement letter), without promise of benefit of any kind (other than the concessions contained in the plea agreement letter), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges her understanding of the nature of the offenses to which she is pleading guilty, including the penalties provided by law. The defendant also acknowledges her complete satisfaction with the representation and advice received from her undersigned attorney. The defendant and her undersigned counsel are unaware of any conflict of interest concerning counsel's representation of the defendant in the case.

SCOPE OF THE AGREEMENT

The defendant acknowledges that this agreement is limited to the undersigned parties and cannot bind any other federal authority, or any state or local authority. The defendant acknowledges that no representations have been made to her with respect to any civil or administrative consequences that may

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result from this plea of guilty because such matters are solely within the province and discretion of the specific administrative or governmental entity involved. Finally, the defendant acknowledges that this agreement has been reached without regard to any civil tax matters that may be pending or which may arise involving her.

COLLATERAL CONSEQUENCES

The defendant understands that she will be adjudicated guilty of each offense to which she has pleaded guilty and will be deprived of certain rights, such as the right to hold public office, to serve on a jury, to possess firearms and ammunition, and in some states, the right to vote. Further, the defendant understands that if she is not a citizen of the United States, a plea of guilty may result in removal from the United States, denial of citizenship, and denial of admission to the United States in the future. The defendant understands that pursuant to section 203(b) of the Justice For All Act, the Federal Bureau of Prisons or the United States Probation Office will collect a DNA sample from the defendant for analysis and indexing. Finally, the defendant understands that the Government reserves the right to notify any state or federal agency by which she is licensed, or with which she does business, as well as any current or future employer of the fact of her conviction.

SATISFACTION OF FEDERAL CRIMINAL LIABILITY; BREACH

The defendant's guilty pleas, if accepted by the Court, will satisfy the federal criminal liability of the defendant in the District of Connecticut as a result of her participation in the conduct that forms the basis of the Information in this case.

The defendant understands that if, before sentencing, she violates any term or condition of this agreement, engages in any criminal activity, or fails to appear for sentencing, the Government may void all or part of this agreement. If the agreement is voided in whole or in part, the defendant will not be permitted to withdraw her guilty pleas.

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NO OTHER PROMISES

The defendant acknowledges that no other promises, agreements, or conditions have been entered into other than those set forth in this plea agreement, and none will be entered into unless set forth in writing, signed by all the parties.

This letter shall be presented to the Court, in open court, and filed in this case.

Very truly yours,

LEONARD C BOYLE
UNITED STATES ATTORNEY



DAVID E. NOVICK
ASSISTANT UNITED STATES ATTORNEY

The defendant certifies that she has read this plea agreement letter and its attachment(s) or has had it read or translated to her, that she has had ample time to discuss this agreement and its attachments with counsel and that she fully understands and accepts its terms.



JAMIE PETRONE
The Defendant

3/28/2022
Date

I have thoroughly read, reviewed and explained this plea agreement and its attachments to my client who advises me that she understands and accepts its terms.



FRANK J. RICCIO II, ESQ.
Attorney for the Defendant

3/28/2022
Date

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STIPULATION OF OFFENSE CONDUCT AND RELEVANT CONDUCT

The defendant and the Government stipulate to the following offense conduct and relevant conduct that give rise to the defendant's agreement to plead guilty to the Information:

The defendant was employed by the Yale University School of Medicine ("Yale Med"), Department of Emergency Medicine, in New Haven, Connecticut, beginning in approximately 2008. The defendant had previously worked in other areas of Yale Med and Yale New Haven Hospital (also located in New Haven) since 1999. Since September 1, 2019, the defendant was Lead Administrator and Director of Finance and Administration for the Department of Emergency Medicine; prior to that, the defendant held other administrative positions within the Department of Emergency Medicine beginning in 2008. As part of her job responsibilities, the defendant had authority to make and authorize certain purchases on behalf of the Department of Emergency Medicine for departmental needs. So long as the purchase amount stayed below \$10,000, the defendant did not need further authorization within the Yale purchasing structure.

Beginning at least as early as 2013, and continuing through August 2021, in the District of Connecticut, the defendant devised and executed a scheme and artifice to defraud Yale University and Yale Med, and to obtain money and property of Yale University and Yale Med by means of false and fraudulent pretenses, representations, and promises, wherein she caused Yale Med to order unnecessary computer equipment that the defendant stole and then sold to out-of-state resellers.

As part of the scheme and artifice, the defendant ordered, and caused others working for her to order, large amounts of electronic hardware from Yale vendors using Yale Med funds. The hardware included Microsoft Surface Pro 2-in-1 detachable tablet computers, Apple iPad tablet computers, Apple MacBook computers, and cameras and camera equipment. Additionally, the defendant also ordered preloaded applications for some of the equipment and extended warranties. The defendant typically broke up purchases into several orders below the \$10,000 threshold so as to avoid the need for additional approval. The defendant often falsely represented on Yale internal forms and in electronic communications to other Yale personnel that the hardware was for specified Yale Med needs, such as particular medical studies, when in truth the defendant intended to resell and profit from the hardware. On many occasions, the defendant doctored emails from more senior Yale personnel to make it appear that those personnel were requesting that the hardware be ordered, when in fact no such request had been made. However, when Yale Med received the hardware from vendors, the defendant instead arranged to ship the hardware, via FedEx or other interstate carriers, to an out-of-state reseller in exchange for money. The defendant directed that payment be made from such out-of-state reseller into a company of which the defendant was a principal.

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By way of example, as charged in Count One of the Information, on or about August 6, 2021, in the District of Connecticut, in execution of the scheme and artifice described above, the defendant sent an e-mail from her Yale Med email account in Connecticut to an employee of a vendor outside of Connecticut in which the defendant requested a sales quote for 100 Surface Pro 7 detachable tablet computers with 256 gigabyte solid state drives, which she intended to resell to the out-of-state reseller for her own financial gain. The vendor instructed a Yale staff member to submit 16 purchase orders for 6 Surface Pros each, and 1 purchase order for 4 Surface Pros, in order to keep each order below the \$10,000 threshold. On or about August 10, 2021, the defendant arranged for the purchase by Yale of those 100 Surface Pros in 17 different orders, and those computers were shipped by the vendor to Yale. Yale paid approximately \$144,822.38 for those 100 Surface Pros. Upon receipt by Yale, the defendant shipped the Surface Pros via Federal Express to the out-of-state reseller. The out-of-state reseller paid Petrone's company approximately \$90,000 for those Surface Pros; there are several payments between \$86,600 and \$95,500 from the reseller to Petrone's company around the same time, all related to shipments of stolen Yale-purchased hardware.

The Government and defendant agree that the defendant's conduct caused a total of \$40,504,200.08 in loss to Yale Med as a result of the above scheme. The defendant used the proceeds of the sales for various personal expenses, including expensive cars, real estate, and travel.

Additionally, the defendant subscribed and filed a false and fraudulent U.S. Individual Income Tax Return, Form 1040, for each of the years 2013, 2014, 2015, and 2016 with the Internal Revenue Service. Each return contained the defendant's declaration that it was made under penalty of perjury. The defendant did not believe the tax returns to be true and correct as to every material matter, specifically, the defendant substantially overstated cost of goods sold on Lines 4 and 42 of her Schedule C (Profit or Loss from Business). Specifically, the defendant reported the cost of the stolen hardware as if she had purchased it before resale, when in fact she had stolen them from Yale. This caused a substantial underreporting of net profit on Line 31 of her Schedule C and business income on Line 12 of her Form 1040, which in turn caused a substantial underreporting of adjusted gross income on Line 37, Form 1040, and a substantial understatement of taxes due and owing on Line 78, form 1040. In so doing, the defendant acted willfully.

As charged in the Information, on or about February 27, 2017, in the District of Connecticut, the defendant did willfully make and subscribe a United States Individual Tax Return, Form 1040 (together with associated schedules), for the year ending December 31, 2016 (the "2016 Form 1040"), which was verified by a written declaration that it was made under the penalties of perjury and which the defendant did not believe to be true and correct as to every material matter. The 2016 Form 1040, which was filed with the Internal Revenue Service, materially overstated the defendant's cost of goods sold on Lines 4 and 42 of Schedule C.

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The defendant did not file tax returns for the years ending 2017, 2018, 2019, and 2020, and in failing to do so, did not pay any tax due and owing by her to the Internal Revenue Service, to include money received as a result of the above scheme and artifice.

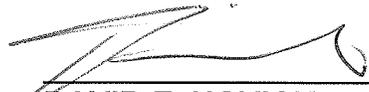
The parties agree that the following are the tax due and owing for each of the years 2013 through 2020:

Tax Year	Additional Tax Due and Owing
2013	\$82,825.00
2014	\$201,785.00
2015	\$290,114.00
2016	\$383,407.00
2017	\$1,246,159.00
2018	\$1,039,318.00
2019	\$1,551,493.00
2020	\$1,621,517.00
Total	\$6,416,618.00

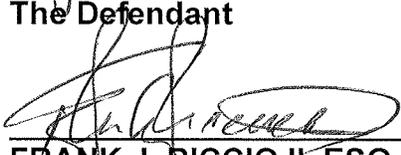
This written stipulation is part of the plea agreement. The defendant and the Government reserve their right to present additional offense conduct and relevant conduct to the Court in connection with sentencing.



 JAMIE PETRONE
 The Defendant



 DAVID E. NOVICK
 ASSISTANT UNITED STATES ATTORNEY



 FRANK J. RICCIO II, ESQ.
 Attorney for the Defendant

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RIDER CONCERNING RESTITUTION

Handwritten initials 'JP' and 'DR' are visible. A signature, possibly 'FJR', is circled in black ink.

The Court shall order that the defendant make restitution under 18 U.S.C. § 3663A for Count One, and may order restitution under 18 U.S.C. § 3663 or Count Two, as follows:

1. If the offense resulted in damage to or loss or destruction of property of a victim of the offense:
 - A. Return the property to the owner of the property or someone designated by the owner; or
 - B. If return of the property is impossible, impracticable, or inadequate, pay an amount equal to:

The greater of -

 - (I) the value of the property on the date of the damage, loss, or destruction; or
 - (II) the value of the property on the date of sentencing, less the value as of the date the property is returned.
2. In the case of an offense resulting in bodily injury to a victim –
 - A. Pay an amount equal to the costs of necessary medical and related professional services and devices related to physical, psychiatric, and psychological care; including non-medical care and treatment rendered in accordance with a method of healing recognized by the law of the place of treatment;
 - B. Pay an amount equal to the cost of necessary physical and occupational therapy and rehabilitation; and
 - C. Reimburse the victim for income lost by such victim as a result of such offense;
3. In the case of an offense resulting in bodily injury that results in the death of the victim, pay an amount equal to the cost of necessary funeral and related services; and
4. In any case, reimburse the victim for lost income and necessary child care, transportation, and other expenses incurred during participation in the investigation or prosecution of the offense or attendance at proceedings related to the offense.

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The order of restitution has the effect of a civil judgment against the defendant. In addition to the Court-ordered restitution, the Court may order that the conditions of its order of restitution be made a condition of probation or supervised release. Failure to make restitution as ordered may result in a revocation of probation, 18 U.S.C. § 3565, or a modification of the conditions of supervised release, 18 U.S.C. § 3583(e). Failure to pay restitution may also result in the defendant being held in contempt, or the defendant's re-sentencing to any sentence which might originally have been imposed by the Court. See 18 U.S.C. §§ 3613A, 3614. The Court may also order that the defendant give notice to any victim(s) of her offense under 18 U.S.C. § 3555.