



U.S. Department of Justice

United States Attorney
Southern District of New York

The Silvio J. Mollo Building
One Saint Andrew's Plaza
New York, New York 10007

May 3, 2017

ORIGINAL

Max Di Fabio, Esq.
2500 Westchester Avenue
Purchase, New York 10577

Re: Mauro Zonzini, 17 cr. ²⁷⁰ ___ ()

Dear Mr. Di Fabio:

This prosecution and the protection against prosecution set forth below have been approved by the Tax Division, Department of Justice.

On the understandings specified below, the Office of the United States Attorney for the Southern District of New York ("this Office") will accept a guilty plea from Mauro Zonzini to a two-count criminal information (the "Information") charging him with, respectively: 1) a violation of Title 18, United States Code, Sections 666(a)(2) and 2, in connection with his paying of bribes to an agent of the City School District of New Rochelle, from in or about 2009 through in or about 2013; and 2) a violation of Title 26, United States Code, Section 7201, in connection with his evasion of federal income tax for the years 2010 through 2013.

Count One, charging bribery in violation of Title 18, United States Code, Sections 666(a)(2) and 2, carries a maximum sentence of 10 years' imprisonment; a maximum term of three years' supervised release; a maximum fine, pursuant to Title 18, United States Code, Section 3571 of the greatest of \$250,000, twice the gross pecuniary gain derived from the offense, or twice the gross pecuniary loss to a person other than the defendant as a result of the offense; and a mandatory \$100 special assessment.

Count Two, charging tax evasion, in violation of Title 26, United States Code, Section 7201, carries a maximum sentence of five years' imprisonment, a maximum term of three years' supervised release, a maximum fine, pursuant to Title 18, United States Code § 3571, of the greatest of \$250,000, twice the gross pecuniary gain derived from the offense, or twice the gross pecuniary loss to a person other than the defendant as a result of the offense, costs of prosecution and a mandatory \$100 special assessment.

The total maximum term of imprisonment on Counts One and Two is fifteen years.

It is understood that at least two weeks prior to the date of sentencing, Zonzini shall file with the Internal Revenue Service ("IRS"), and provide copies to the Office, accurate amended personal tax returns for the years 2010-2013, and amended corporate tax returns for the fiscal years

ending 2010-2013. Zonzini will pay past taxes due and owing by him to the IRS, including applicable penalties, if any, on such terms and conditions as will be agreed upon between him and the IRS. Zonzini will not contest the applicability of civil fraud penalties.

It is further understood that Zonzini shall make restitution in an amount to be specified by the Court in accordance with 18 U.S.C. §§ 3663, 3663A, and 3664. This amount shall be paid according to a plan established by the Court.

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 supervised release, the IRS will use the restitution order as the basis for a civil assessment. See 26 U.S.C. § 6201(a)(4). The defendant does not have the right to challenge the amount of this assessment. See 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 collection of the restitution-based assessment, including levy and distraint under 26 U.S.C. § 633.

It is understood that Zonzini (a) shall truthfully and completely disclose all information with respect to the activities of himself and others concerning all matters about which this Office inquires of him, which information can be used for any purpose; (b) shall cooperate fully with this Office, the United States Postal Inspection Service ("USPIS"), the IRS, and any other law enforcement agency designated by this Office; (c) shall attend all meetings at which this Office requests his presence; (d) shall provide to this Office, upon request, any document, record, or other tangible evidence relating to matters about which this Office or any designated law enforcement agency inquires of him; (e) shall truthfully testify before the grand jury and at any trial and other court proceeding with respect to any matters about which this Office may request his testimony; (f) shall bring to this Office's attention all crimes which he has committed, and all administrative, civil, or criminal proceedings, investigations, or prosecutions in which he has been or is a subject, target, party, or witness; and, (g) shall commit no further crimes whatsoever. Moreover, any assistance Zonzini may provide to federal criminal investigators shall be pursuant to the specific instructions and control of this Office and designated investigators.

If Zonzini fully complies with the understandings specified in this Agreement, he will not be further prosecuted criminally by this Office, and, with respect to tax offenses, the Tax Division, Department of Justice, for any crimes related to his 1) paying of bribes, from in or about 2009 through in or about 2013, to an agent of the City School District of New Rochelle, as described in Count One of the Information; 2) his evasion of federal income taxes for the years 2010 through 2013, as charged in Count Two of the Information; and 3) his failure to report to the IRS all of his cash income from his business from in or about the early 1990's, to the extent that he has disclosed such participation to this Office as of the date of this Agreement. This Agreement does not provide any protection against prosecution for any crimes except as set forth above.

It is understood that all of the conduct set forth in subsection (3) of the preceding paragraph constitutes either relevant conduct, pursuant to United States Sentencing Guidelines ("U.S.S.G.") Section 1B1.3, or other conduct of the defendant, pursuant to U.S.S.G. § 1B1.4, that the Court may consider at the time of sentencing.

It is understood that, this Agreement does not bind any federal, state, or local prosecuting authority other than this Office and, to the extent set forth above, the Tax Division, Department of Justice. This Office will, however, bring the cooperation of Zonzini to the attention of other prosecuting offices, if requested by him.

It is understood that the sentence to be imposed upon Zonzini is within the sole discretion of the Court. This Office cannot, and does not, make any promise or representation as to what sentence Zonzini will receive, and will not recommend any specific sentence to the Court. However, this Office will inform the Probation Office and the Court of (a) this Agreement; (b) the nature and extent of Zonzini's activities with respect to this case and all other activities of Zonzini which this Office deems relevant to sentencing; and (c) the nature and extent of Zonzini's cooperation with this Office. In so doing, this Office may use any information it deems relevant, including information provided by Zonzini both prior to and subsequent to the signing of this Agreement. In addition, if this Office determines that Zonzini has provided substantial assistance in an investigation or prosecution, and if he has fully complied with the understandings specified in this Agreement, this Office will file a motion, pursuant to Section 5K1.1 of the Sentencing Guidelines, requesting the Court to sentence Zonzini in light of the factors set forth in Section 5K1.1(a)(1)-(5). It is understood that, even if such a motion is filed, the sentence to be imposed on Zonzini remains within the sole discretion of the Court. Moreover, nothing in this Agreement limits this Office's right to present any facts and make any arguments relevant to sentencing to the Probation Office and the Court, or to take any position on post-sentencing motions. Zonzini hereby consents to such adjournments of his sentence as may be requested by this Office.

It is understood that, should this Office determine that Zonzini has not provided substantial assistance in an investigation or prosecution, or has violated any provision of this Agreement, such a determination will release this Office from any obligation to file a motion pursuant to Section 5K1.1 of the Sentencing Guidelines, but will not entitle Zonzini to withdraw his guilty plea once it has been entered.

It is understood that, should this Office determine, subsequent to the filing of a motion pursuant to Section 5K1.1 of the Sentencing Guidelines and/or 18 U.S.C. § 3553(e), that Zonzini has violated any provision of this Agreement, this office shall have the right to withdraw such motion.

It is understood that, should Zonzini commit any further crimes or should it be determined that he has given false, incomplete, or misleading testimony or information, or should he otherwise violate any provision of this Agreement, Zonzini shall thereafter be subject to prosecution for any federal criminal violation of which this Office has knowledge, including perjury and obstruction of justice. Any such prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against Zonzini, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date that this Agreement is signed.

It is understood that in the event that it is determined that Zonzini has committed any further crimes, given false, incomplete, or misleading testimony or information, or otherwise violated any provision of this Agreement, (a) all statements made by Zonzini to this Office or other designated law enforcement agents, and any testimony given by Zonzini before a grand jury or other tribunal, whether prior to or subsequent to the signing of this Agreement, and any leads from such statements or testimony shall be admissible in evidence in any criminal proceeding brought against Zonzini; and (b) Zonzini shall assert no claim under the United States Constitution, any statute, Rule 410 of the Federal Rules of Evidence, or any other federal rule that such statements or any leads therefrom should be suppressed. It is the intent of this Agreement to waive all rights in the foregoing respects.

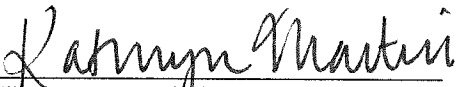
The defendant hereby acknowledges that he has accepted this Agreement and decided to plead guilty because he is in fact guilty. By entering this plea of guilty, the defendant waives any and all right to withdraw his plea or to attack his conviction, either on direct appeal or collaterally, on the ground that the Government has failed to produce any discovery material, *Jencks* Act material, exculpatory material pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963), other than information establishing the factual innocence of the defendant, and impeachment material pursuant to *Giglio v. United States*, 405 U.S. 150 (1972), that has not already been produced as of the date of the signing of this Agreement.

The defendant recognizes that, if he is not a citizen of the United States, his guilty plea and conviction make it very likely that his deportation from the United States is presumptively mandatory and that, at a minimum, he is at risk of being deported or suffering other adverse immigration consequences. The defendant acknowledges that he has discussed the possible immigration consequences (including deportation) of his guilty plea and conviction with defense counsel. The defendant affirms that he wants to plead guilty regardless of any immigration consequences that may result from the guilty plea and conviction, even if those consequences include deportation from the United States. It is agreed that the defendant will have no right to withdraw his guilty plea based on any actual or perceived adverse immigration consequences (including deportation) resulting from the guilty plea and conviction. It is further agreed that the defendant will not challenge his conviction or sentence on direct appeal, or through litigation under Title 28, United States Code, Section 2255 and/or Section 2241, on the basis of any actual or perceived adverse immigration consequences (including deportation) resulting from his guilty plea and conviction.

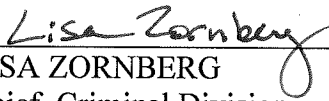
This Agreement supersedes any prior understandings, promises, or conditions between this Office, the Tax Division, Department of Justice, and Zonzini. No additional understandings, promises, or conditions have been entered into other than those set forth in this Agreement, and none will be entered into unless in writing and signed by all parties.

Very truly yours,

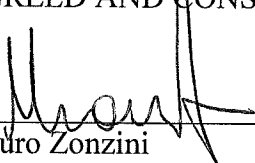
JOON H. KIM
Acting United States Attorney

By: 
Kathryn Martin/Benjamin Allee
Assistant United States Attorneys
(914) 993-1963/1962

APPROVED:

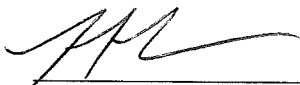

LISA ZORNBERG
Chief, Criminal Division

AGREED AND CONSENTED TO:


Mauro Zonzini

May 8, 2017
DATE

APPROVED:


Max Di Fabio, Esq.
Attorney for Mauro Zonzini

May 8, 2017
DATE