

FILED
10/27/2020
THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

No. 20 CR 463

v.

Judge Andrea R. Wood

RICHARD J. KLARCHEK

PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, JOHN R. LAUSCH, JR., and defendant RICHARD J. KLARCHEK, and his attorneys, JOSEPH J. DUFFY and ROBIN V. WATERS, 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 information in this case charges defendant with bank fraud, in violation of Title 18, U.S.C., Section 1344 (Counts 1-9): making a false statement to a financial institution, in violation of Title 18, U.S.C., Section 1014 Count 10); and concealing assets in a bankruptcy case, in violation of Title 18, U.S.C., Section 152(1) (Count 11).

3. Defendant has read the charges against him contained in the information, and those charges have been fully explained to him by his attorneys.

4. Defendant fully understands the nature and elements of the crimes with which he has been charged.

Charge to Which Defendant Is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following count of the information: Count Two, which charges defendant with bank fraud, in violation of Title 18, U.S.C., Section 1344.

Factual Basis

6. Defendant will plead guilty because he is in fact guilty of the charge contained in Count Two of the information. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt and constitute relevant conduct pursuant to Guideline § IB 1.3:

On August 17, 2009, at Chicago, RICHARD J. KLARCHEK, for the purpose of executing a scheme to defraud financial institutions, knowingly provided false financial statements to Bank of America, as servicer for the Wells Fargo Trust, including an operating statement and supporting rent rolls for June 2009 that included approximately 109 false tenants and inflated the rental income of Sterling Estates by approximately \$119,852; in violation of Title 18, United States Code, Section 1344.

Klarchek's Business Enterprise

KLARCHEK engaged in the business of owning and operating manufactured home communities, including renting, selling and financing the sale of manufactured homes and the management of sixteen manufactured home communities in Illinois, Indiana, Michigan and Minnesota from offices at 875 North Michigan Avenue, Chicago, Illinois, (the Klarchek Enterprise).

KLARCHEK created the Klarchek Enterprise as a complex structure of

approximately forty interlocking entities in which various functions involved in operating the manufactured home communities (ownership, management, rental, sales and financing of sales) were purportedly divided and organized into separate and multiple corporations and limited liability companies (the Klarchek Enterprise Companies).

KLARCHEK was owner and president of Capital First Realty, Inc., through which KLARCHEK managed and provided oversight of the on-site management of the manufactured home communities in the Klarchek Enterprise. Sterling Estates was a manufactured home community in the Klarchek Enterprise.

KLARCHEK was owner and president of Capital Home Sales LLC, which was comprised of sales, finance and rental divisions, each of which was divided into multiple entities. The sales divisions of Capital Home Sales LLC included Kestrel One LLC, Emerald One LLC and Widgeon LLC through which KLARCHEK owned and sold manufactured homes located at manufactured home communities in the Klarchek Enterprise. The finance divisions of Capital Home Sales LLC included Kestrel Financial LLC, and Emerald Financial LLC through which KLARCHEK financed the purchase of manufactured homes located at manufactured home communities in the Klarchek Enterprises. The rental divisions of Capital Home Sales, LLC included Kestrel Rentals LLC, Drake Rentals LLC, Mallard Rentals LLC, and Partridge LLC through which KLARCHEK owned and rented manufactured homes located at manufactured home communities in the Klarchek Enterprise.

The Klarchek Sterling Estates Loan

Bank of America, Citibank, Comerica Bank, JPM Chase Bank, and Wells Fargo

Bank were financial institutions the deposits of which were insured by the Federal Deposit Insurance Corporation (Financial Institution Lenders).

On April 29, 2003, KLARCHEK caused Bank of America to lend approximately \$40.5 million to Sterling Estates (the Klarchek Sterling Estates Loan). Bank of America sold the loans that it made to Sterling Estates to a trust for which Wells Fargo was the trustee and the beneficiaries included Citibank, Comerica Bank, JPM Chase Bank and Wells Fargo Bank (the Wells Fargo Trust), but continued to service these loans on behalf of the Wells Fargo Trust.

The Klarchek Sterling Estates Loan Agreement Terms

The loan agreement documenting the Klarchek Sterling Estates Loan required Sterling Estates to make truthful disclosures and reports of financial conditions to the respective Financial Institution Lenders, both in applying for the loan and as a continuing obligation during the term of the loan, which were material to the Financial Institution Lenders' decisions whether to make the loan, to extend the loan and to exercise rights, including rights to collateral, under the loan agreement.

The loan agreement required Sterling Estates to periodically disclose operating income and net operating income to enable the Financial Institution Lender to determine whether Sterling Estates met the debt-service coverage ratio required to demonstrate that it was generating sufficient operating income to make the payments required to service the debt.

The loan agreement defined operating income to exclude income from tenants not paying rent and placed limits on the amount of operating income in the form of inter-

company payments from Capital Home Sales under a Master Lease (Master Lease Income).

The loan agreement required Sterling Estates to submit annual and quarterly financial statements, including certified rent rolls and operating statements, which disclosed operating income and net operating income. The loan agreement contained terms and conditions that Sterling Estates were required to abide by, including not commingling its assets with any other Klarchek Enterprise Company, paying its trade debt within 60 days and providing notice of any default in the terms of the loan agreement.

The Financial Condition of the Klarchek Enterprise

By approximately 2008, the operating income of the Klarchek Enterprise made it difficult to pay its outstanding obligations.

THE SCHEME

From approximately 2008 through 2010, defendant RICHARD J. KLARCHEK, together with others known and unknown, knowingly devised, intended to devise, and participated in a scheme to defraud financial institutions. KLARCHEK defrauded and attempted to defraud Financial Institution Lenders by making material false representations to Financial Institution Lenders concerning the financial condition of Sterling Estates for the purpose of causing and attempting to cause Financial Institution Lenders not to exercise rights under the loan agreement, including rights to the assets securing the Klarchek Sterling Estates Loan.

KLARCHEK perpetrated the scheme by preparing and causing Klarchek Enterprise employees to prepare documents and records which purported to support the materially false representations that KLARCHEK made to the Financial Institution Lenders for the purpose

of concealing the actual financial condition of Sterling Estates.

KLARCHEK made materially false representations to Financial Institution Lenders which inflated the operating income of Sterling Estates and made it appear to the Financial Institution Lenders that Sterling Estates had sufficient net-operating income to meet the debt-service coverage ratio required under the loan agreement.

False Rent Rolls and Fictitious Tenants

KLARCHEK fraudulently inflated the rental income of Sterling Estates. To do so, KLARCHEK caused Klarchek Enterprise Employees to prepare false rent rolls that inflated rental income by including fictitious rental income from fictitious tenants and tenants who were not paying rent. Specifically, KLARCHEK caused Klarchek Enterprise Employees to prepare false rent rolls by using as fictitious tenants the names of individuals who had moved out, the names of individuals who had inquired about or applied to be a tenant, but had never moved in, and the names of Klarchek Enterprise employees who did not reside in Sterling Estates.

KLARCHEK increased the pay of Klarchek Enterprise employees whose names were used as fictitious tenants and then offset the increase with payroll deductions for rent, thereby creating the false appearance of the receipt of rental income in the financial account records of Sterling Estates.

Creation of False Financial Statements

KLARCHEK caused Klarchek Enterprise employees to prepare annual and quarterly financial statements, including operating statements, which inflated the operating income of Sterling Estates.

Providing False Financial Statements to Financial Institution Lenders

KLARCHEK repeatedly caused false annual and quarterly financial statements of Klarchek Enterprise Borrowers, including operating statements with inflated operating income and net operating income, and rent rolls with inflated rental income, to be provided to Financial Institution Lenders which falsely made it appear that Sterling Estates had sufficient net-operating income to meet the debt-service coverage ratio required under the loan agreement.

Specifically, KLARCHEK repeatedly provided, and caused to be provided, false annual and quarterly financial statements to Bank of America, as servicer of the Klarchek Sterling Estates Loan for the Wells Fargo Trust, including operating statements that materially inflated the operating income of Sterling Estates and supporting false rent rolls, (a) to make it appear that Sterling Estates had sufficient net-operating income to meet the debt-service coverage ratio required under the loan agreement and (b) to fraudulently cause Bank of America not to exercise the Wells Fargo Trust's rights under loan agreements, including rights to the assets securing Klarchek Enterprise Loans, as follows:

On August 17, 2009, KLARCHEK knowingly caused to be provided false financial statements to Bank of America, as servicer of the Klarchek Sterling Estates Loan, and to Citibank, Comerica Bank, JPM Chase Bank and Wells Fargo Bank through Bank of America, as servicer of the Klarchek Sterling Estates Loan for the Wells Fargo Trust, including an operating statement and supporting rent rolls for June 2009 that included approximately 109 false tenants and inflated the rental income of Sterling Estates by

approximately \$119,852.

Relevant Conduct

On April 1, 2001, KLARCHEK entered into an agreement to sell to the Klarchek Family Trust all of KLARCHEK's interests in limited partnerships and limited liability companies that had interests in manufactured home communities (the Sale Agreement) in return for the Klarchek Family Trust paying KLARCHEK an annuity (the Sale Agreement Annuity). The funds available to the Klarchek Family Trust to pay the Sale Agreement Annuity to KLARCHEK were from the operations of manufactured home communities in the Klarchek Enterprise.

On May 31, 2009, in order to induce MB Financial Bank to restructure the loans of Capital Home Sales, LLC, dba Kestrel Rental, Kestrel One Division and Kestrel Financial Division, KLARCHEK falsely double-pledged the Sales Agreement and the Sales Agreement Annuity by collaterally assigning to MB Financial Bank "all of his right, title and interest in and to the annuity payments" owing to KLARCHEK under the Sale Agreement (the MB Financial Bank Collateral Assignment of Rights Under Sale Agreement), when, as KLARCHEK then knew on or about March 15, 2006, he, KLARCHEK, had already assigned the annuity payments and the assigned rights under the Sale Agreement to TCF National Bank.

Maximum Statutory Penalties

7. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

- a. A maximum sentence of 30 years' imprisonment. Pursuant to Title 18,

United States Code, Section 3561, defendant may not be sentenced to a term of probation for this offense. This offense also carries a maximum fine of \$1,000,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that the judge also may impose a term of supervised release of not more than five years.

b. Defendant further understands that the Court must order restitution to the victims of the offense in an amount determined by the Court.

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

Sentencing Guidelines Calculations

8. 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.

9. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

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. The parties agree that base offense level is 7, pursuant to Guideline § 2B 1.1(a)(1).

ii. The parties agree that the offense level is increased by 16, pursuant to Guideline § 2B1.1(b)(1)(I), because the loss was \$1,500,000.00.

iii. The parties agree that the offense level is increased by 2, pursuant to Guideline § 2B1.1(b)(10)(C), because the offense involved sophisticated means and the defendant intentionally engaged in and caused the conduct constituting sophisticated means.

iv. The parties agree that the offense level is increased by 4, pursuant to Guideline § 3B1.1(a), because the defendant was an organizer and leader of criminal activity that was otherwise extensive.

v. 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 § 3E 1.1(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.

vi. In accord with Guideline § 3E 1.1(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 § 3E 1.1(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, defendant's criminal history points equal zero and defendant's criminal history category is I.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the parties agree that the anticipated offense level is 26 which, when combined with the anticipated criminal history category of I, 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.

e. Defendant and his attorneys 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.

10. 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

11. The government will recommend a non-custodial sentence due to the defendant's age, health condition and the ongoing COVID-19 pandemic. The defendant is free to recommend any sentence he deems appropriate.

12. 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.

13. Regarding restitution, defendant acknowledges that pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant to make full restitution in the amount of \$1.5 million to the beneficiaries of the Wells Fargo Trust.

14. 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.

15. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

16. 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.

17. After sentence has been imposed on the count to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the information and the forfeiture allegation as to defendant.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

18. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 20 CR 463.

19. 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

20. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. **Right to be charged by indictment.** Defendant understands that he has a right to have the charges prosecuted by an indictment returned by a concurrence of twelve

or more members of a grand jury consisting of not less than sixteen and not more than twenty-three members. By signing this Agreement, defendant knowingly waives his right to be prosecuted by indictment and to assert at trial or on appeal any defects or errors arising from the information, the information process, or the fact that he has been prosecuted by way of information.

b. 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 attorneys 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 information 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 attorneys 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.

c. **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.

d. 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 attorneys have explained those rights to him, and the consequences of his waiver of those rights.

21. Defendant understands that he has the right to have the criminal charges in the information brought within ten years of the last of the alleged acts constituting the specified violations charged in Counts One through Ten and within five years of the last of the alleged acts constituting the specified violation charged in Count Eleven. By signing this document, defendant knowingly waives any right to have the charges in the information brought against him within the period established by the statute of limitations. Defendant also knowingly waives any defense or claim based upon the statute of limitations or upon the timeliness with which the charges in the information were brought.

Presentence Investigation Report/Post-Sentence Supervision

22. 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.

23. 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.

24. For the purpose of monitoring defendant's compliance with his obligations to pay a fine and restitution during any term of supervised release 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 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

25. 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.

26. Defendant understands that pursuant to Title 12, United States Code, Sections 1785(d) and 1829, his conviction in this case will prohibit him from directly or indirectly

participating in the affairs of any financial institution insured by the National Credit Union Share Insurance Fund or the Federal Deposit Insurance Corporation, except with the prior written consent of the National Credit Union Administration Board or the FDIC and, during the ten years following his conviction, the additional approval of this Court. Defendant further understands that if he knowingly violates this prohibition, he may be punished by imprisonment for up to five years, and a fine of up to \$1,000,000 for each day the prohibition is violated.

27. 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

28. 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.

29. 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.

30. 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.

31. Defendant and his attorneys 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.

32. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorneys. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

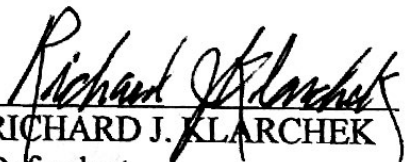
AGREED THIS DATE: October 24, 2020


Digitally signed by JASON
YONAN
Date: 2020.10.21 13:46:11
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Signed by Jason Yonan
on behalf of the United
States Attorney

BRIAN NETOLS Digitally signed by BRIAN NETOLS
Date: 2020.10.21 19:04:37 -05'00'

BRIAN P. NETOLS
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RICHARD J. KLARCHEK
Defendant


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