

the right to withdraw from the plea agreement and the defendant will have the right to withdraw the guilty plea.

3. At the time of sentencing, the government will:

a. Seek imposition of the agreed-upon sentence set forth in paragraph 2.

b. Comment on the evidence and circumstances of the case; bring to the Court's attention all facts relevant to sentencing and to the character and any criminal conduct of the defendant; address the Court regarding the nature and seriousness of the offense; respond factually to questions raised by the Court; correct factual inaccuracies in the presentence report or sentencing record; and rebut any disputed statement of facts made by or on behalf of the defendant at sentencing.

c. Nothing in this agreement shall limit the government in its comments in, and responses to, any post-sentencing matters.

4. The defendant understands, agrees, and has had explained by counsel that the Court may impose the following statutory maximum sentence: Count One (wire fraud), five years of probation, a \$500,000 fine, and a \$400 special assessment. Full restitution of as much as \$117,781.36 also shall be ordered.

5. In order to facilitate the collection of the criminal monetary penalties to be imposed in connection with this prosecution, the defendant agrees fully to disclose all income, assets, liabilities, and financial interests, held directly or indirectly, whether held in its own name or in the name of an associate, another person, or entity, and whether held in this country or outside this country. Accordingly:

a. The defendant will submit audited financial statements or a completed Financial Statement of Debtor to the U.S. Attorney's Office on a form provided, within 14 days

of execution of this plea agreement. The defendant promises that its financial statement and disclosures will be complete, accurate, and truthful.

b. The defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report in order to evaluate the defendant's ability to satisfy any monetary penalty imposed by the Court.

c. Upon request by the United States, the defendant also agrees to submit to a financial deposition or interview by a corporate representative prior to sentencing, and to provide all documents within the defendant's possession or control as requested by the U.S. Attorney's Office regarding the defendant's financial resources.

d. The defendant agrees not to transfer, assign, dispose, remove, conceal, pledge as collateral, waste, or destroy property with the effect of hindering, delaying, or defrauding the United States or victims. The defendant otherwise shall not devalue any property worth more than \$1,000 before sentencing, without the prior approval of the United States.

e. The defendant also agrees to execute any documents necessary to release any funds held in any repository, bank, investment, other financial institution, or any other location in order to make partial or total payment toward any monetary penalty that the Court may impose.

f. If the defendant fails to comply with this paragraph of the plea agreement or if any of the defendant's representations pursuant to the requirements set forth in this paragraph are false or inaccurate, the government may elect to void this agreement; and/or argue that the defendant is not entitled to a downward adjustment for acceptance of responsibility in calculation of the culpability score pursuant to USSG § 8C2.5. The government may also elect to pursue any and all forfeiture remedies available at law or equity. The defendant agrees to waive

any right to a trial by jury on all forfeiture issues, and to waive any claim at trial based on any statute of limitations.

6. As set forth in paragraph 2, the defendant agrees to pay a fine of \$240,000 and restitution of \$117,781.36. The defendant agrees that restitution shall include losses caused by the defendant's relevant conduct in this case, as defined under USSG § 1B1.3. The defendant agrees that any restitution or fine imposed by the Court shall be due and payable as set forth in paragraph 2, subject to such terms and conditions that the Court may impose. In the event the defendant fails to pay the restitution, fine and special assessment on the schedule set forth in paragraph 2, above, and the Court imposes a schedule for the payment of restitution or fine, the defendant understands and agrees that such a schedule represents a minimum payment obligation and does not preclude the United States Attorney's Office from pursuing any other means by which to satisfy the defendant's full and immediately enforceable financial obligation under applicable federal and/or state law.

7. The defendant agrees that restitution, fine, assessment, interest, or other payments in this case do not constitute extraordinary acceptance of responsibility or provide any basis to seek a downward departure or variance from the applicable Sentencing Guideline range.

8. The defendant agrees to pay the special victims/witness assessment in the amount of \$400 before the time of sentencing and shall provide a receipt from the Clerk to the government before sentencing as proof of this payment.

9. Except as set forth in paragraph 2, above, the defendant may not withdraw its plea because the Court declines to follow any recommendation, motion, or stipulation by the parties to this agreement.

10. Pursuant to USSG § 1B1.2, the parties stipulate that the defendant knowingly and intentionally submitted more than 300 false and altered invoices for payment in furtherance of its scheme to defraud, over the time period from October 2019 through March 2021, causing the United States Postal Service to overpay for services and supplies in the total amount of \$117,781.36, including \$680.78 of loss relating to the charged count and \$117,100.58 in losses from relevant conduct.

11. Pursuant to USSG § 6B1.4, the parties enter into the following stipulations under the Sentencing Guidelines Manual. It is understood and agreed that: (1) the parties are free to argue (except as stated below) the applicability of any other provision of the Sentencing Guidelines, including offense conduct, offense characteristics, criminal history, adjustments, and departures; (2) these stipulations are not binding upon either the Probation Office or the Court; and (3) the Court may make factual and legal determinations that differ from these stipulations and that may result in an increase or decrease in the Sentencing Guidelines range:

a. The parties agree and stipulate that \$117,781.36 was the fraud loss caused by the defendant's scheme to defraud; and the defendant's Guideline range should be calculated based on this amount pursuant to USSG § 1B1.3.

b. The parties agree and stipulate that the fine range should be determined pursuant to USSG §§ 8C2.2 through 8C2.9.

c. The parties agree and stipulate that, pursuant to USSG § 8C2.3, the offense level is 15, as calculated pursuant to USSG 2B1.1.

d. The parties agree and stipulate that one point is added to the culpability score, pursuant to USSG § 8C2.5(b)(5), and two points are subtracted from the culpability score.

pursuant to USSG § 8C2.5(g)(2), and that the final culpability score is 4 producing an expected fine range of approximately \$160,000 to \$320,000.

12. If the defendant commits any federal, state, or local crime between the date of this agreement and sentencing, or otherwise violates any other provision of this agreement, the government may declare a breach of the agreement, and may at its option: (a) prosecute the defendant for any federal crime including, but not limited to, perjury, obstruction of justice, and the substantive offenses arising from this investigation, based on and using any information provided by the defendant during the investigation and prosecution of the criminal case; (b) be relieved of any obligations under this agreement regarding recommendations as to sentence; and (c) be relieved of any stipulations under the Sentencing Guidelines. Moreover, the defendant's previously entered guilty plea will stand and cannot be withdrawn by it. The decision shall be in the sole discretion of the government both whether to declare a breach, and regarding the remedy or remedies to seek. The defendant understands and agrees that the fact that the government has not asserted a breach of this agreement or enforced a remedy under this agreement will not bar the government from raising that breach or enforcing a remedy at a later time.

13. If the Court accepts the plea agreement and imposes the sentence stated in paragraph 2 of this agreement, the government agrees that it will not file any appeal of the sentence in this case, and the defendant agrees that it will not file any appeal, any collateral attack, or any other writ or motion that challenges the defendant's conviction, sentence, or any other matter relating to this prosecution, whether such an appeal, collateral attack, or other writ or motion arises under 18 U.S.C. § 3742, 28 U.S.C. § 1291, 28 U.S.C. § 2255, or any other provision of law. As part of this knowing and voluntary waiver of the right to challenge the conviction and sentence, the defendant expressly waives the right to raise on appeal or on

collateral review any argument that (1) the statute to which the defendant is pleading guilty is unconstitutional and (2) the admitted conduct does not fall within the scope of the statute. However, the defendant retains the right to file a claim, if otherwise allowed by law, that an attorney who represented the defendant during the course of this criminal case provided constitutionally ineffective assistance.

14. If the Court does not accept the plea agreement and neither party withdraws from the plea agreement, and the defendant enters a guilty plea, then the parties agree to continue to recommend the sentence stated in paragraph 2, with the addition of a term of probation, discussed below in paragraph 16, and the defendant voluntarily and expressly waives all rights to file any appeal, any collateral attack, or any other writ or motion that challenges the defendant's conviction, sentence, or any other matter relating to this prosecution, whether such an appeal, collateral attack, or other writ or motion arises under 18 U.S.C. § 3742, 28 U.S.C. § 1291, 28 U.S.C. § 2255, or any other provision of law. As part of this knowing and voluntary waiver of the right to challenge the conviction and sentence, the defendant expressly waives the right to raise on appeal or on collateral review any argument that (1) the statute to which the defendant is pleading guilty is unconstitutional and (2) the admitted conduct does not fall within the scope of the statute.

a. Notwithstanding the waiver provision stated above, if the government appeals from the sentence, then the defendant may file a direct appeal of its sentence.

b. If the government does not appeal, then notwithstanding the waiver provision set forth in this paragraph, the defendant may file a direct appeal or petition for collateral relief but may raise only a claim, if otherwise permitted by law in such a proceeding:

- i. that the defendant's sentence on any count of conviction exceeds the statutory maximum for that count as set forth in paragraph 4, above;
- ii. challenging a decision by the sentencing judge to impose an "upward departure" pursuant to the Sentencing Guidelines;
- iii. challenging a decision by the sentencing judge to impose an "upward variance" above the final Sentencing Guideline range determined by the Court; and
- iv. that an attorney who represented the defendant during the course of this criminal case provided constitutionally ineffective assistance of counsel.

If the defendant does appeal or seek collateral relief pursuant to this subparagraph, no issue may be presented by the defendant in such a proceeding other than those described in this subparagraph.

15. The defendant acknowledges that pursuing an appeal or any collateral attack waived in either of the two preceding paragraphs may constitute a breach of this plea agreement. The government recognizes that the mere filing of a notice of appeal is not a breach of the plea agreement. The government may declare a breach only after the defendant or its counsel thereafter states, either orally or in writing, a determination to proceed with an appeal or collateral attack raising an issue the government deems barred by the waiver. The parties acknowledge that the pursuit of an appeal constitutes a breach only if a court determines that the appeal does not present an issue that a judge may reasonably conclude is permitted by an exception to the waiver stated in the preceding paragraph or constitutes a "miscarriage of justice" as that term is defined in applicable law.

16. As stated above, in paragraph 14, if the Court does not accept the plea agreement, neither party withdraws from the plea agreement, and the defendant enters a guilty plea, then the

parties agree to continue to recommend the sentence stated in paragraph 2, with the addition of a one-year term of probation if the Court imposes a fine in excess of the agreed-upon fine set forth in paragraph 2 and the defendant does not make full payment of the fine on the date of sentencing. The parties agree that, in addition to standard probation conditions, the following conditions are appropriate if a term of probation is necessary: (a) a condition requiring payment in full of the outstanding financial obligations on a schedule imposed by the Court; and (b) a condition prohibiting the defendant from providing services to any federal government entity in exchange for payment.

17. The defendant waives any claim under the Hyde Amendment, 18 U.S.C. § 3006A (Statutory Note), for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

18. The defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a.

19. The defendant is satisfied with the legal representation provided by the defendant's lawyers; the defendant and the lawyers have fully discussed this plea agreement; and the defendant is agreeing to plead guilty because the defendant admits that it is guilty.

20. The defendant will acknowledge acceptance of this plea agreement by the signature of its counsel and of a responsible corporate officer. The defendant shall provide to the government for attachment to this plea agreement a notarized resolution of the defendant's Board

of Directors authorizing the corporation to enter a plea of guilty and authorizing that responsible corporate officer to execute this agreement.

21. It is agreed that the parties' guilty plea agreement contains no additional promises, agreements, or understandings other than those set forth in this written guilty plea agreement, and that no additional promises, agreements, or understandings will be entered into unless in writing and signed by all parties.

22. The defendant agrees that materials and documents supplied for the purposes of plea and/or settlement discussions may be used for any purpose relating to the prosecution of this matter, including to establish the factual basis of the charge and scheme.

JACQUELINE C. ROMERO
United States Attorney



Signature of Corporate Officer

Josephine Franzese, CEO

Printed Name and Title

/s/ Seth L. Levine

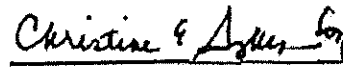
SETH L. LEVINE, ESQUIRE

/s/ Paul A. Murphy

PAUL A. MURPHY, ESQUIRE

/s/ David L. Axelrod

DAVID L. AXELROD, ESQUIRE



THOMAS R. PERRICONE
Chief, Criminal Division
Assistant United States Attorney

/s/ Elizabeth Abrams

ELIZABETH ABRAMS
Assistant United States Attorney

Attachment

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA :

v. : **CRIMINAL NO.**

RKB HANDYMAN SERVICES, INC. :

ACKNOWLEDGMENT OF RIGHTS

I hereby acknowledge, on behalf of the defendant, that the defendant has certain rights that it will be giving up by pleading guilty.

1. I understand that the defendant does not have to plead guilty.
2. The defendant may plead not guilty and insist upon a trial.
3. At that trial, I understand
 - a. that the defendant would have the right to be tried by a jury that would be selected from the Eastern District of Pennsylvania and that along with its attorney, the defendant would have the right to participate in the selection of that jury;
 - b. that the jury could only convict the defendant if all 12 jurors agreed that they were convinced of its guilt beyond a reasonable doubt;
 - c. that the government would have the burden of proving the defendant's guilt beyond a reasonable doubt and that the defendant would not have to prove anything;
 - d. that the defendant would be presumed innocent unless and until such time as the jury was convinced beyond a reasonable doubt that the government had proven that the defendant was guilty;
 - e. that the defendant would have the right to be represented by a lawyer at this trial and at any appeal following the trial;
 - f. that through its lawyer the defendant would have the right to confront and cross-examine the witnesses against it;

g. that the defendant could present evidence in its defense if it wanted to and could subpoena witnesses to testify in its defense if it wanted to; and

h. that the defendant would not have to present any defense if it did not want to and that if it did not present any evidence, the jury could not hold that against the defendant.

4. I understand that if the defendant pleads guilty, there will be no trial and the defendant would be giving up all of the rights listed above.

5. I understand that if the defendant decides to enter a plea of guilty, the judge will ask me questions under oath and that if I lie in answering those questions, I could be prosecuted for the crime of perjury, that is, for lying under oath.

6. I understand that if the defendant pleads guilty, it has given up its right to appeal, except as set forth in the appellate waiver provisions of the plea agreement.

7. Understanding that the defendant has all these rights and that by pleading guilty it is giving them up, the defendant still wishes to plead guilty.

8. I acknowledge that no one has promised the defendant what sentence the Court will impose. I am aware and have discussed with the defendant's attorney that, at sentencing, the Court will calculate the Sentencing Guidelines range (including whether any departures apply), and then, in determining my sentence, will consider the Guideline range and all relevant policy statements in the Sentencing Guidelines, along with other sentencing factors set forth in 18 U.S.C. § 3553(a), including

(1) the nature and circumstances of the offense and the defendant's history and characteristics;

(2) the need for the sentence imposed-- (A) to reflect the seriousness of the offense, to promote respect for the law, and to provide just punishment for the offense; (B) to afford adequate deterrence to criminal conduct; (C) to protect the public from further crimes of the defendant; and (D) to provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner;

(3) the kinds of sentences available;

(4) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and

(5) the need to provide restitution to any victims of the offense.



Signature of Corporate Officer

Josephine Franzese, CEO
Printed Name and Title

/s/ Seth L. Levine
SETH L. LEVINE, ESQUIRE
Counsel for the Defendant

/s/ Paul A. Murphy
PAUL A. MURPHY, ESQUIRE
Counsel for the Defendant

/s/ David L. Axelrod
DAVID L. AXELROD, ESQUIRE
Local Counsel for the Defendant

Dated: March 14, 2024

**UNANIMOUS WRITTEN CONSENT
OF
THE DIRECTORS AND SHAREHOLDERS
OF
RKB HANDYMAN SERVICES, INC.**

We, the undersigned, being all the Directors and all the Shareholders of RKB Handyman Services, Inc., a New York corporation having its principal place of business at 4 Fox Run, East Islip NY 11730 (the "Corporation"), acting by written consent without a meeting pursuant to Section 708(b) and Section 615 of the New York Business Corporation Law, do hereby consent to the adoption of the following resolutions:

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined that it is in the best interests of the Corporation and its shareholders to reach a resolution with respect to the U.S. Government's investigation into matters involving the Corporation and its former contract with EMCOR Facilities Services, Inc., to provide services to the United States Postal Service;

WHEREAS, in connection with the foregoing, the Board has presented the Plea Agreement with the United States Attorney's Office for the Eastern District of Pennsylvania, a copy of which attached hereto as Exhibit A ("Plea Agreement"), to the Shareholders of the Corporation;

WHEREAS, the Board and the Shareholders agree that entering into the Plea Agreement would be in the best interests of the Corporation and its Shareholders and desire that the Corporation enter into the Plea Agreement;

WHEREAS, the Board and the Shareholders by unanimous consent previously authorized and directed Josephine Franzese, as the Corporation's Chief Executive Officer, to act on the Corporation's behalf, in her capacity as an officer of the Corporation, for purposes of the Plea Agreement and to take such actions to execute such documents as she deems necessary or advisable to the implementation of the Board's resolutions, including, but not limited to, executing the Plea Agreement in her capacity as an officer of the Corporation and entering a plea of guilty on behalf of the Corporation to the charge(s) set forth in the Plea Agreement;

NOW THEREFORE, LET IT BE:

RESOLVED, that Corporation shall enter into the Plea Agreement and shall enter a plea of guilty to the charge(s) set forth in the Plea Agreement; and it is further

RESOLVED, that each of Seth L. Levine, Esq., Paul A. Murphy, Esq., and David Axelrod, Esq., as the Corporation's outside counsel, are hereby authorized and directed to act on the Corporation's behalf for purposes of the Plea Agreement and any guilty plea and sentencing of the Corporation, and to take such actions and to execute such documents as they deem necessary or advisable to the implementation of the foregoing resolutions, including, but

mitted to, executing the Plea Agreement in their capacities as counsel to the Corporation; and it is further

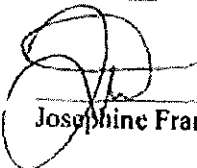
RESOLVED, that Josephine Franzese, as the Corporation's Chief Executive Officer, is hereby authorized and directed to act on the Corporation's behalf, in her capacity as an officer of the Corporation, for purposes of the Plea Agreement and to take such actions to execute such documents as she deems necessary or advisable to the implementation of the foregoing resolutions, including, but not limited to, executing the Plea Agreement in her capacity as an officer of the Corporation and entering a plea of guilty on behalf of the Corporation to the charge(s) set forth in the Plea Agreement, and her actions in signing the Plea Agreement are hereby ratified; and it is further

RESOLVED, that Josephine Franzese, as the Corporation's Chief Executive Officer, is hereby authorized and directed to act on the Corporation's behalf, in her capacity as an officer of the Corporation, for purposes of taking such actions and executing such documents as she deems necessary or advisable in connection with sentencing of the Corporation, including, but not limited to, making payment on behalf of the Corporation of any fines, restitution, special assessments or other payments relating to the sentencing of the corporation; and it is further understood

RESOLVED, that this Unanimous Written Consent may be signed in two or more counterparts, each of which shall be deemed an original, and all of which shall be deemed one instrument.

IN WITNESS WHEREOF, the undersigned Directors and Shareholders have duly executed this Unanimous Written Consent as of May 30, 2024.

Directors:





Josephine Franzese



Anthony Franzese

Shareholders:

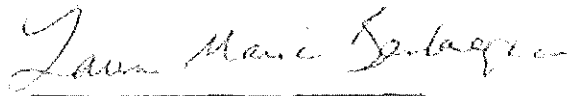

Josephine Franzese


Anthony Franzese

STATE OF NEW YORK)
) SS.:
COUNTY OF SUFFOLK)

On the 30 day of May, 2024, before me the undersigned, personally appeared Josephine Franzese, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LAURA MARIE BEVILACQUA
Notary Public - State of New York
No. 01BE6271256
Qualified in Nassau County
My Comm. Expires Oct. 28, 2024

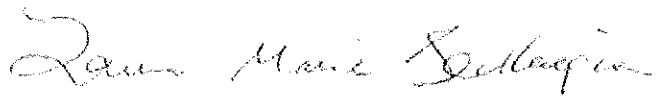


Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF SUFFOLK)

On the 30 day of May, 2024, before me the undersigned, personally appeared Anthony Franzese, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LAURA MARIE BEVILACQUA
Notary Public - State of New York
No. 01BE6271256
Qualified in Nassau County
My Comm. Expires Oct. 29, 2024



Notary Public

EXHIBIT A
PLEA AGREEMENT