

FILED

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SEP 19 2002
SEP. 19, 2002
JUDGE JOHN W. DARRAH
UNITED STATES DISTRICT COURT

UNITED STATES OF AMERICA)

v.)

KRISHNASWAMI SRIRAM)

No. 00 CR ~~894~~
Judge John W. Darrah

PLEA AGREEMENT

DOCKETED
FEB 04 2003

This Plea Agreement between the United States Attorney for the Northern District of Illinois, PATRICK J. FITZGERALD, and the defendant, KRISHNASWAMI SRIRAM, and his attorney, STEVEN A. MILLER, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

This Plea Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in the above captioned case.

This Plea Agreement concerns criminal liability only, and nothing herein shall limit or in any way waive or release any administrative or judicial civil claim, demand or cause of action, whatsoever, of the United States or its agencies. Moreover, this Agreement is 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 or agencies except as expressly set forth in this Agreement.

124

By this Plea Agreement, PATRICK J. FITZGERALD, United States Attorney for the Northern District of Illinois, and the defendant, KRISHNASWAMI SRIRAM, and his attorney, STEVEN A. MILLER, have agreed upon the following:

1. Defendant acknowledges that he has been charged in the second superseding indictment in this case with the following violations: Devising and participating in a scheme to defraud health care programs and health care providers and to obtain money and property by means of false and fraudulent pretenses and to deprive certain individuals of the intangible right of the defendant's honest services in violation of 18 U.S.C. §§ 1341 and 1347; submitting false claims to an agency of the United States, which included claims for payment for services allegedly rendered to patients, who were Medicare beneficiaries, knowing that such claims were fraudulent in that the claims sought payment for certain services which were not, in fact, provided in part or in whole; and making false statements on tax returns for calendar years 1997, 1998, and 1999, in violation of 26 U.S.C. § 7206(1). The second superseding indictment also contains a forfeiture allegation, under 18 U.S.C. § 982.

2. Defendant has read the charges against him contained in the second superseding indictment in this case and those charges have been fully explained to him by his attorney.

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

4. Defendant will enter a voluntary plea of guilty to Counts 5 (mail fraud), 20 (health care fraud) and 63 (tax fraud) of the second superseding indictment, as well as to the basis for, but not the amount of, the forfeiture allegation.

5. Defendant will plead guilty because he is in fact guilty of the charges contained in Counts 5, 20, and 63 of the second superseding indictment in this case. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt. The following is not a complete statement of all the details known to the defendant regarding the defendant's criminal conduct. The following facts are set forth solely as a factual basis for this guilty plea. Defendant Sriram admits that:

As to Count 5 (Mail Fraud): Beginning no later than January 1996, and continuing until at least March 2001, at Lake Forest and Chicago, defendant Krishnaswami Sriram ("Sriram") devised and intended to devise, and participated in a scheme and artifice to defraud and to obtain money and property from Medicare, Medicaid and certain private medical insurance plans by means of materially false and fraudulent pretenses, representations and promises, and by means of material omissions, and to fraudulently deprive certain patients of the intangible right of honest services, which scheme is further described below.

Defendant Sriram and Home Doctors knowingly took the following actions:

Defendant Sriram and Home Doctors billed insurers for certain tests, services and procedures which were not performed.

Defendant Sriram created false records and made false entries in certain records, including medical records and business records.

Defendant Sriram did not bill insurance co-payments and deductibles for certain patients.

Defendant Sriram and Home Doctors submitted false and fraudulent claims to insurers that resulted in substantial payments to defendant Sriram and Home Doctors.

Defendant Sriram and Home Doctors knowingly submitted false and fraudulent claims for services that were not actually provided, which included the following:

a. Claims that defendant Sriram had provided services to certain patients after the patients had died, when, in fact, he had not provided such services to the patients after they died;

b. Claims that defendant Sriram had provided services, including examinations and treatment, to certain patients in hospitals and nursing homes, when in fact no such services had been provided to such patients;

c. Claims that defendant Sriram had examined and treated patients on certain dates, when, in fact, defendant Sriram was not in the United States on the specified dates;

d. Claims that reflected that defendant Sriram had worked in excess of 25 hours per day on certain days, based on CPT codes used, when, in fact, he had not worked that many hours during the particular time period;

e. Claims that defendant Sriram had provided services to more than 100 patients per day, on certain days, when, in fact, he had not provided services to that many patients on those days;

f. Claims that defendant Sriram had provided services to the same patient at two different hospitals on the same date, when, in fact, he had not provided services to the same patient at two different hospitals on the same date.

g. Claims that defendant Sriram had performed certain tests, including pulse oximeter tests, even though such tests had not been performed; and

h. Claims that doctors working for Home Doctors had provided various services and tests, which had not been provided,

including claims for services provided by doctors who were not working for Home Doctors on the relevant dates of service.

After defendant Sriram performed cardiac catheterizations and other angiographic tests, defendant Sriram falsified certain entries made in records concerning the performance and results of cardiac cath and other angiographic studies.

Sriram and his company Home Doctors caused Medicare, Medicaid and certain private medical insurance plans to issue checks to defendant Sriram, Home Doctors, Edgewater Hospital, and other individuals and entities, for services, procedures and testing that were not provided.

Sriram attempted to justify and support the false and fraudulent claims that he submitted, and attempted to conceal his false representations and fraudulent billing by taking the following actions: creating false and fraudulent records, including false medical records and false bills; and preparing the computer generated History and Physical forms contained in the medical charts in the blue binders that were obtained by the government by seizure or subpoena.

Sriram knowingly made false entries in certain records, including making false entries in cardiac cath reports, falsifying test results, recording false diagnoses, and making false entries in progress notes.

Sriram contacted Medicare beneficiaries who had complained to Medicare about defendant Sriram and his billing practices and asked those Medicare beneficiaries to stop their complaints.

Sriram did misrepresent, conceal, hide and cause to be misrepresented, concealed, and hidden, the purposes of and acts done in furtherance of the fraud scheme.

Sriram executed and attempted to execute the scheme described above by causing various things, including money in the form of checks, to be sent through the mail and by interstate wires.

Specifically, on or about January 10, 2000, at Lake Forest and Chicago, Sriram, for the purpose of executing the above-described scheme, and attempting to do so, did knowingly cause an envelope to be delivered by mail, according to the directions thereon, to defendant Sriram, at 611 Hunter Lane, Lake Forest, Illinois, which envelope contained a check from Wisconsin Physicians Service, a Medicare contractor, made payable to Home Doctors, which included payment from Medicare in the approximate amount of \$617, relating

to patient Lillie Jones, who did not receive the services, in whole or in part, for which defendant Sriram billed and was paid, in violation of Title 18, United States Code, Section 1341.

Count 20 (Health Care Fraud): The information set forth above is incorporated as though fully set forth herein.

Beginning no later than September 1996, and continuing until at least March 2001, at Lake Forest and Chicago, defendant Sriram did knowingly and willfully execute and attempt to execute a scheme and artifice to defraud health care benefit programs, including Medicare, Medicaid, and private medical insurance plans, which affected interstate commerce, and to obtain money and property owned by and under the custody and control of such health care benefit programs by means of materially false and fraudulent pretenses, representations, promises, and by means of material omissions, all in connection with the delivery of and payment for health care benefits, items, and services.

On or about January 13, 2000, at Lake Forest and Chicago, defendant Sriram did knowingly and willfully execute and attempt to execute the above described scheme to defraud health care benefit programs, by causing Medicare to issue a check containing the amount of approximately \$641, to pay for services that were not provided, in whole or in part to the patient Ernest Norago, in violation of Title 18, United States Code, Section 1347.

Count 63: Tax Fraud - 1999 Joint Individual Tax Return:

Beginning in January 1998, defendant SRIRAM was the sole owner of a company known as Home Doctors, L.L.C. The primary business of Home Doctors was to provide in-home medical treatment.

On or about April 15, 2000, in the Northern District of Illinois, Eastern Division, Sriram, a resident of Lake Forest, Illinois, who during calendar year 1999 was married, willfully did make and subscribe, and cause to be made and subscribed, a joint United States Individual Income Tax Return (Form 1040), including accompanying Schedule C (Profit or Loss from Business as a sole proprietor) for the calendar year 1999, on behalf of himself and his wife, which return was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, and which return he did not believe to be true and correct as to every material matter, in that:

a. Schedule C, line 28 of that return stated Total expenses were \$1,290,913, when in truth and in fact, as defendant knew, he had substantially overstated his total business expenses;

b. Schedule C, line 31 of that return stated that Net profit from business was \$216,110, when in truth and in fact, as defendant well knew, he had substantially understated his profit from business;

c. Form 1040, line 12 of that return stated that defendant's Business income was \$216,110, when in truth and in fact, as defendant well knew, his business income substantially exceeded that amount; and

d. Form 1040, line 22 of that return stated that Total income was \$133,375, when in truth and in fact, as the defendant well knew, total income for the calendar year 1999 substantially exceeded that amount;

In violation of Title 26, United States Code, Section 7206(1).

Relevant Conduct

The defendant also acknowledges that for the purpose of computing his sentence under the U.S. Sentencing Guidelines, the following conduct, to which he stipulates, constitutes relevant conduct under Section 1B1.3 of the Guidelines:

1997 Joint Individual Tax Return:

On or about April 15, 1998, in the Northern District of Illinois, Eastern Division, Sriram, a resident of Lake Forest, Illinois, who during calendar year 1997 was married, willfully did make and subscribe, and cause to be made and subscribed, a joint United States Individual Income Tax Return (Form 1040), including accompanying Schedule C (Profit or Loss from Business as a sole proprietor) for the calendar year 1997, on behalf of himself and his wife, which return was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, and which return he did not believe to be true and correct as to every material matter, in that:

a. Schedule C, line 28 of that return stated Total expenses were \$413,692, when in truth and in fact, as defendant well knew, he had substantially overstated his total business expenses;

b. Schedule C, line 31 of that return stated that Net profit from business was \$80,804, when in truth and in fact, as defendant well knew, he had substantially understated his profit from business;

c. Form 1040, line 12 of that return stated that defendant's Business income was \$80,804, when in truth and in fact, as defendant well knew, his business income substantially exceeded that amount; and

d. Form 1040, line 22 of that return stated that Total income was \$85,467, when in truth and in fact, as the defendant

well knew, total income for the calendar year 1997 substantially exceeded that amount;

In violation of Title 26, United States Code, Section 7206(1).

1998 Joint Individual Tax Return:

On or about April 15, 1999, in the Northern District of Illinois, Eastern Division, Sriram, a resident of Lake Forest, Illinois, who during calendar year 1998 was married, willfully did make and subscribe, and cause to be made and subscribed, a joint United States Individual Income Tax Return (Form 1040), including accompanying Schedule C (Profit or Loss from Business as a sole proprietor), for the calendar year 1998, on behalf of himself and his wife, which return was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, and which return he did not believe to be true and correct as to every material matter, in that:

a. Schedule C, line 28 of that return stated Total expenses were \$513,366, when in truth and in fact, as defendant well knew, he had substantially overstated his total business expenses;

b. Schedule C, line 31 of that return stated that Net profit from business was \$101,419, when in truth and in fact, as defendant well knew, he had substantially understated his profit from business;

c. Form 1040, line 12 of that return stated that defendant's Business income was \$101,419, when in truth and in fact, as defendant well knew, his business income substantially exceeded that amount; and

d. Form 1040, line 22 of that return stated that Total income was \$81,704, when in truth and in fact, as the defendant well knew, total income for the calendar year 1998 substantially exceeded that amount;

In violation of Title 26, United States Code, Section 7206(1).

1999 Home Doctors Partnership Return:

On or about April 18, 2000, in the Northern District of Illinois, Eastern Division, Sriram, a resident of Lake Forest, Illinois, who during calendar year 1999 owned and operated a company known as Home Doctors L.L.C., willfully did make and subscribe, and cause to be made and subscribed, a United States Partnership Return of Income, (Form 1065) for the calendar year 1999, on behalf of Home Doctors, which return was verified by written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service, and which return he did not believe to be true and correct as to every material matter, in that:

a. the return stated on Line 21 that total deductions from partnership income were \$977,293, when in truth and in fact, as defendant well knew, total deductions from partnership income were substantially less than that amount; and

b. the return stated on Line 22 that the company's ordinary income was \$0 (zero), whereas in truth and in fact, as the defendant well knew, Home Doctor's total income for the calendar year 1999 substantially exceeded \$0;

In violation of Title 26, United States Code, Section 7206(1).

Tax Liability 1997, 1998, 1999: The defendant stipulates that the tax loss for the calendar years 1997, 1998, and 1999 is in excess of \$550,000.

Defendant understands that the amount of tax that is calculated by the Civil Division of the Internal Revenue Service may exceed or be less than the amount of tax liability calculated for the criminal case.

**Issues Concerning Medically Unnecessary
Testing, Procedures, and Admissions**

It is the government's position that defendant Sriram performed medically unnecessary heart catheterizations, aortograms, arteriograms, and other angiographic tests, and other medically unnecessary cardiac related tests and procedures, as part of the charged scheme. It is also the government's position that Sriram hospitalized certain patients, and caused others to hospitalize certain patients, who did not need to be treated in a hospital and did not meet medical criteria for hospitalization, as part of the charged scheme.

It is the defendant's position that the government does not have sufficient evidence to prove the facts in the preceding paragraph by a preponderance of the evidence. The defendant agrees that, if the government does prove any of the above by a preponderance of the evidence, such conduct would be part of the scheme and relevant conduct under § 1B1.3.

6. With respect to applying the Guidelines promulgated by the United States Sentencing Commission pursuant to Title 28, United States Code, Section 994, there are no agreements between the parties concerning the appropriate guidelines calculations, except that the parties stipulate and agree on the following points:

a. The parties retain the right to argue for whatever guidelines calculations they deem appropriate.

b. A sentencing hearing is warranted and necessary in order to determine the appropriate guidelines calculations, and to resolve the issues identified above concerning unnecessary tests, procedures, and admissions.

c. The parties will make their positions known to the Court concerning their views on the appropriate guidelines calculations.

d. The parties will not object to the admissibility of any evidence or testimony offered, including but not limited to expert testimony, summary witness testimony, documents, and interview reports. The parties retain the right to argue the weight and reliability of any evidence. The parties agree that, at the sentencing hearing, either party may call medical and other experts, financial witnesses, summary witnesses, and other individuals.

e. The parties agree that the 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 the defendant continues to accept responsibility for his actions, within the meaning of Guideline § 3E1.1, a 2 level reduction in the offense level is appropriate.

f. The parties disagree as to whether the defendant has provided timely notice of his intention to enter a plea of guilty, within the meaning of Guideline § 3E1.1(b), so that an additional 1 point reduction in the offense level is appropriate, if the offense level is 16 or greater. It is the government's position that the defendant did not provide timely notice. It is the defense's position that he did. Both sides retain the right to make their positions known at sentencing.

g. Based on the facts known to the government, the defendant's criminal history points equal 0 and the defendant's criminal history category is I.

h. The defendant understands that the Probation Department 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 Sentencing Guidelines calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with any calculations presented by either party.

7. Defendant understands the counts to which he will plead guilty carry the following penalties:

(a) Count Five of the second superseding indictment carries a maximum penalty of 5 years' imprisonment, a maximum fine of \$250,000, or a fine not more than twice the gross gain to the defendant or twice the gross loss to the victims, whichever is

greater, and a term of supervised release of at least two years but not more than three years, as well as any restitution ordered by the Court.

(b) Count Twenty of the second superseding indictment carries a maximum penalty of 10 years' imprisonment, a maximum fine of \$250,000, or a fine not more than twice the gross gain to the defendant or twice the gross loss to the victims, whichever is greater, and a term of supervised release of at least two years but not more than three years, any restitution ordered by the Court, and forfeiture not to exceed \$1,000,000.

(c) Count Sixty-Three of the second superseding indictment carries a maximum penalty of 3 years' imprisonment, a maximum fine of \$250,000, costs of prosecution estimated not to exceed \$5,000, and a term of supervised release of at least one year.

(d) Therefore, the total potential sentence to which defendant is pleading guilty is a maximum penalty of 18 years' imprisonment, a maximum fine of \$750,000, or a fine not more than twice the gross gain to the defendant or twice the gross loss to the victims, whichever is greater, and a term of supervised release of at least two years but not more than three years, any restitution ordered by the Court, and forfeiture not to exceed \$1,000,000.

8. The defendant understands that in accordance with federal law, Title 18, United States Code, Section 3013, upon entry of judgment of conviction, the defendant will be assessed \$100 on each count of the Second superseding indictment to which he has pled guilty, in addition to any other penalty imposed. The defendant agrees to pay the special assessment of \$300 at the time of sentencing with a check or money order made payable to the Clerk of the U. S. District Court.

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

(a) If defendant persisted in a plea of not guilty to the charges against him, he would have the right to a public and speedy trial. The trial could be either a jury trial or a trial by the judge sitting without a jury. The defendant has a right to a jury trial. However, in order that the trial be conducted by the judge sitting without a jury, the defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

(b) If the trial is a jury trial, the jury would be composed of twelve layperson selected at random. Defendant and his attorney would have a say in who the jurors would be by removing prospective jurors for cause where actual bias or other disqualification is shown, or without cause by exercising so-called peremptory challenges. The jury would have to agree unanimously

before it could return a verdict of either guilty or not guilty. The jury would be instructed that defendant is presumed innocent, and that it could not convict him unless, after hearing all the evidence, and considering each count separately, it was persuaded of defendant's guilt beyond a reasonable doubt.

(c) 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 of defendant's guilt beyond a reasonable doubt.

(d) 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 attorney would be able to cross-examine them. In turn, 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.

(e) 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.

10. Defendant understands that by pleading guilty he is waiving all the rights set forth in the prior paragraph. Defendant's attorney has explained those rights to him, and the

consequences of his waiver of those rights. Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial.

11. Defendant understands that the second superseding indictment and this Plea Agreement are matters of public record and may be disclosed to anyone.

12. Nothing in this Agreement shall limit the Internal Revenue Service in its collection of any taxes, interest or penalties.

(a) Defendant agrees to transmit his original records, or copies thereof, and any additional books and records which may be helpful, for any years requested by the Internal Revenue Service, to the Examination Division of the Internal Revenue Service so that the Internal Revenue Service can conduct a civil audit.

(b) Preliminary to or in connection with any judicial proceeding, as that term is used in F.R.Cr. P. 6(e), defendant will interpose no objection to the entry of an order under Rule 6(e) authorizing disclosure of those documents, testimony and related investigative materials which may constitute grand jury material. Defendant will not object to the government soliciting consent from third parties, who provided information to the grand jury pursuant to grand jury subpoena, to turn those materials over to the Civil Division, appropriate federal or state administrative agency or the

Internal Revenue Service, for use in civil or administrative proceedings or investigations, rather than returning them to such third party for later summons or subpoena in connection with the civil case or collection of taxes.

13. Defendant understands that the United States Attorney's Office will fully apprise the District Court and the United States Probation Office of the nature, scope and extent of defendant's conduct regarding the charges against him in this case, and related matters, including all matters in aggravation and mitigation relevant to the issue of sentencing.

14. At the time of sentencing, both parties will make their positions known to the Court, and both parties are free to recommend whatever sentence they deem appropriate.

15. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and, subject to the limitations of the sentencing guidelines, may impose the maximum penalties as set forth in paragraph 7 above. The defendant further acknowledges that if the Court does not accept the defendant's sentencing recommendation, the defendant will have no right to withdraw his guilty plea.

16. Regarding restitution, defendant acknowledges that pursuant to Title 18, United States Code, Section 3663A the Court must order defendant to make full restitution to the victims of the offense to which the defendant has pled guilty. The parties

disagree on the exact amount of restitution. Both sides will address the issue of the amount of restitution at sentencing.

17. The defendant understands that Title 18, United States Code, Section 3664 and Sections 5E1.1 and 5E1.2 of the Sentencing Guidelines set forth the factors to be weighed in setting a fine and in determining the schedule, if any, according to which restitution is to be paid in this case. The defendant agrees to provide full and truthful information to the court and United States Probation Officer regarding all details of his economic circumstances in order to determine the proper restitution schedule according to which the defendant may be ordered to pay, and to provide such information to the United States Attorney's office. Defendant understands that providing false or incomplete information may be prosecuted as a violation of Title 18, United States Code, Section 1001, or as a contempt of the court, and would constitute a breach of this Plea Agreement.

18. Regarding forfeiture:

a. The second superseding indictment charges that as a result of defendant's violation of Title 18, United States Code, Section 1347, he has subjected to forfeiture funds up to \$1,000,000 from his involvement in the charged scheme. Because the defendant is entering a plea of guilty, he agrees to forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7), any and all property, real or personal that constitutes

and was derived, directly or indirectly, from gross proceeds traceable to commission of this scheme not to exceed \$1,000,000. Further, the parties agree that pursuant to Fed.R.Crim.P. 32.2, the Court shall determine the amount of the money judgment subject to forfeiture, representing the funds that constitute and were derived from the proceeds of this scheme not to exceed \$1,000,000 as alleged in the Forfeiture Allegation of the Second Superseding Indictment. It is further agreed that if by any act or omission of the defendant, the United States is unable to satisfy the money judgment entered by the Court, it shall be entitled, pursuant to 21 United States Code, Section 853(p), as incorporated by 18 United States Code, Section 982(b)(1), to satisfy the money judgment with substitute assets.

b. As is set forth in paragraph 16, the parties agree that the defendant shall be required to pay restitution in an amount to be determined by the Court. Although the parties recognize that the remedies are not mutually exclusive, any funds received in satisfaction of the forfeiture judgment shall be applied to the restitution obligation.

c. The defendant acknowledges that he has a right to have a jury decide whether certain property belonging to him is subject to forfeiture to the United States pursuant to the provisions of 18 U.S.C. § 982(a)(7), by a preponderance of the

evidence, and that the verdict of a jury on the forfeiture allegations would have to be unanimous;

d. The defendant has had an opportunity to discuss this matter with his counsel and he understands that by signing this plea agreement he relinquishes and waives his right to have a jury consider whether certain property is subject to forfeiture;

e. The defendant stipulates and agrees that the judge alone will decide whether certain property belonging to the defendant is subject to forfeiture to the United States pursuant to the provisions of 18 U.S.C. § 982(a)(7);

19. The parties agree that defendant's wife, Rajalakshmi Sriram, is not a party to this plea agreement and defendant's admissions and agreements herein in no way bind her in any related civil action.

20. After sentence has been imposed on the counts and forfeiture allegation to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the second superseding indictment.

21. Defendant understands that his compliance with each part of this Plea Agreement extends throughout and beyond the period of his sentence, and failure to abide by any term of the Plea Agreement is a violation of the Agreement. He further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Plea Agreement, rendering it

null and void, and thereafter prosecute the defendant not subject to any of the limits set forth in this Agreement, or to resentence the defendant. The defendant understands and agrees that in the event that the defendant's Plea is subsequently withdrawn, vacated or breached by the defendant, and the Government elects to void the Plea Agreement and prosecute the 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 the 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.

22. Defendant and his attorney 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.

23. Defendant agrees this Plea Agreement shall be filed and become a part of the record in this case.

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

AGREED THIS DATE: Sept 19, 2002

David Stockman for PJF
PATRICK J. FITZGERALD
UNITED STATES ATTORNEY

KS
KRISHNASWAMI SRIRAM
Defendant

Jacqueline Stern
JACQUELINE STERN
Assistant United States Attorney

SA Miller
STEVEN A. MILLER
Attorney for Defendant