

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 24-60168-CR-DIMITROULEAS/HUNT

UNITED STATES OF AMERICA

Plaintiff,

vs.

CONRAD BRANDON BERNARD,

Defendant.

PLEA AGREEMENT

The United States Attorney's Office for the Southern District of Florida ("this Office") and CONRAD BRANDON BERNARD (hereinafter referred to as the "Defendant") enter into the following agreement:

1. The Defendant agrees to plead guilty to Counts 1, 6, 7, and 8 of the Superseding Information. Counts 1 and 6 charge the Defendant with Bank Fraud, violation of Title 18, United States Code, Section 1344 (1) and (1). Count 7 charges the Defendant with Possession of Fifteen or More Unauthorized Access Devices, in violation of Title 18, United States Code, Section 1029(a)(3). Count 8 charges the Defendant with Aggravated Identity Theft, in violation of Title 18, United States Code, Section 1028A(a)(1).

2. In exchange for the Defendant's agreement to plead guilty to Counts 1, 6, 7, and 8 of the Superseding Information, this Office agrees to move to dismiss Counts 2 through 5 and 9 of the Superseding Information after sentencing.

3. The Defendant is aware that the sentence will be imposed by the Court after considering the advisory Federal Sentencing Guidelines and Policy Statements (hereinafter "Sentencing Guidelines"). The Defendant acknowledges and understands that the Court will compute an advisory sentence under the Sentencing Guidelines and that the applicable guidelines will be determined by the Court relying in part on the results of a pre-sentence investigation by the Court's probation office, which investigation will commence after the guilty plea has been entered. The Defendant is also aware that, under certain circumstances, the Court may depart from the advisory sentencing guideline range that it has computed and may raise or lower that advisory sentence under the Sentencing Guidelines. The Defendant is further aware and understands that the Court is required to consider the advisory guideline range determined under the Sentencing Guidelines, but it is not bound to impose a sentence within that advisory range; the Court is permitted to tailor the ultimate sentence in light of other statutory concerns, and such sentence may be either more severe or less severe than the Sentencing Guidelines' advisory range. Knowing these facts, the Defendant understands and acknowledges that the Court has the authority to impose any sentence within and up to the statutory maximum

authorized by law for the offense identified in paragraph 1 and that the Defendant may not withdraw the plea solely as a result of the sentence imposed.

4. The Defendant understands and acknowledges that, as to Counts 1 and 6, the maximum sentence is thirty (30) years' imprisonment followed by a term of up to five (5) years of supervised release and a maximum fine of \$1,000,000.00. The Defendant also understands and acknowledges that, as to Count 7, the maximum sentence is ten (10) years' imprisonment followed by a term of up to three (3) year of supervised release and a maximum fine of \$250,000.00. The Defendant also understands and acknowledges that, as to Count 8, the Court must impose a minimum term of two (2) years' imprisonment, which must run consecutive to any other sentence imposed in this case and followed by up to one (1) year of supervised release and a maximum fine of \$250,000.00. In addition to a term of imprisonment and supervised release, the Court must order forfeiture.

5. The Defendant further understands and acknowledges that he will be ordered to pay at least \$1,083,340.00 in restitution. The Defendant also understands and acknowledges that he may be ordered to pay a greater amount of restitution if the Court determines the amount of restitution is more than \$1,083,340.00.

6. The Defendant further understands and acknowledges that, in addition to any sentence imposed, a special assessment in the amount of \$400.00 will be imposed on the Defendant. The Defendant agrees that any special assessment imposed shall be paid at the time of sentencing. If a Defendant is financially unable

to pay the special assessment, the Defendant agrees to present evidence to this Office and the Court at the time of sentencing as to the reasons for the Defendant's failure to pay.

7. This Office and the Defendant agree that, although not binding on the probation office or the Court, they will jointly recommend that the Court make the following findings and conclusions as to the guideline calculation:

- a. Base Offense Level: This Office and the Defendant agree that the base offense level is 7 pursuant to Sentencing Guideline Section 2B1.1(a)(1);
- b. Loss Amount: This Office and the Defendant agree that the actual loss is more than \$1,500,000 but less than \$3,500,000 resulting in an increase of sixteen (16) offense levels pursuant to Sentencing Guideline Section 2B1.1(b)(1);
- c. Number of Victims: This Office and the Defendant agree that the offense involved ten (10) or more victims resulting in an increase of two (2) offense levels pursuant to Sentencing Guideline Section 2B1.1(b)(2)(A); and
- d. Unauthorized Access or Counterfeit Access Devices: This Office and the Defendant agree that the offense involves the possession or use of device-making equipment and the production or trafficking of any unauthorized access device or counterfeit access device resulting in an

increase of two (2) offense levels pursuant to Sentencing Guideline Section 2B1.1(b)(11).

8. The Defendant waives any challenge to venue in the Southern District of Florida.

9. This Office reserves the right to inform the Court and the probation office of all facts pertinent to the sentencing process, including all relevant information concerning the offenses committed, whether charged or not, as well as concerning the Defendant and the Defendant's background. Subject only to the express terms of any agreed-upon sentencing recommendations contained in this agreement, this Office further reserves the right to make any recommendation as to the quality and quantity of punishment.

10. This Office agrees that it will recommend at sentencing that the Court reduce by two levels the sentencing guideline level applicable to the Defendant's offense, pursuant to Section 3E1.1(a) of the Sentencing Guidelines, based upon the Defendant's recognition and affirmative and timely acceptance of personal responsibility. If at the time of sentencing the Defendant's offense level is determined to be 16 or greater, this Office will file a motion requesting an additional one level decrease pursuant to Section 3E1.1(b) of the Sentencing Guidelines, stating that the Defendant has assisted authorities in the investigation or prosecution of the Defendant's own misconduct by timely notifying authorities of the Defendant's intention to enter a plea of guilty, thereby permitting the government to avoid

preparing for trial and permitting the government and the Court to allocate their resources efficiently. This Office, however, will not be required to make this motion and this recommendation if the Defendant: (1) fails or refuses to make a full, accurate and complete disclosure to the probation office of the circumstances surrounding the relevant offense conduct; (2) is found to have misrepresented facts to the government prior to entering into this plea agreement; or (3) commits any misconduct after entering into this plea agreement, including but not limited to committing a state or federal offense, violating any term of release, or making false statements or misrepresentations to any governmental entity or official.

11. The Defendant is aware that the sentence has not yet been determined by the Court. The Defendant also is aware that any estimate of the probable sentencing range or sentence that the Defendant may receive, whether that estimate comes from the Defendant's attorney, this Office, or the probation office, is a prediction, not a promise, and is not binding on this Office, the probation office or the Court. The Defendant understands further that any recommendation that this Office makes to the Court as to sentencing, whether pursuant to this agreement or otherwise, is not binding on the Court and the Court may disregard the recommendation in its entirety. The Defendant understands and acknowledges that the Defendant may not withdraw his plea based upon the Court's decision not to accept a sentencing recommendation made by the Defendant, this Office, or a recommendation made jointly by the Defendant and this Office.

12. Defendant recognizes that pleading guilty may have consequences with respect to the Defendant's immigration status if the Defendant is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offenses to which Defendant is pleading guilty. Removal and other immigration consequences are the subject of a separate proceeding, however, and Defendant understands that no one, including the Defendant's attorney or the Court, can predict to a certainty the effect of the Defendant's conviction on the Defendant's immigration status. Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any immigration consequences that the Defendant's plea may entail, even if the consequence is the Defendant's automatic removal from the United States.

13. The defendant agrees, in an individual and any other capacity, to forfeit to the United States, voluntarily and immediately, any right, title, and interest to:

- a. any property, constituting, or derived from, proceeds the defendant obtained directly or indirectly, as a result of offenses and fraud scheme in violation of 18 U.S.C. § 1344, pursuant to 18 U.S.C. § 982(a)(2)(A) and the provisions of 21 U.S.C. § 853; and
- b. any personal property used or intended to be used in the commission of the offenses in violation of 18 U.S.C. § 1029, pursuant to 18 U.S.C. § 1029(c)(1)(C), and any property constituting, or derived from, proceeds the defendant obtained directly or indirectly, as a result of such

violations, pursuant to 18 U.S.C. § 982(a)(2)(B) and the provisions of 21 U.S.C. § 853.

In addition, the defendant agrees to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p). The property subject to forfeiture includes, but is not limited to:

- a. a forfeiture money judgment in the sum of \$1,083,340 in United States currency, which sum represents the value of any property that constitutes or is derived from proceeds obtained directly or indirectly as a result of the defendant's commission of the entire fraud scheme and offenses;
- b. All assets, including any funds, securities, and cryptocurrencies or other digital assets, stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 895707297, held in the name of S.H.;
- c. All assets, including any funds, securities, and cryptocurrencies or other digital assets, formerly stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 963802624, held in the name of A.F., approximately \$69,535.12 of which is currently held by the State of Michigan under property identification number 3083441850;
- d. All assets, including any funds, securities, and cryptocurrencies or other digital assets, formerly stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 733596985, held in the name of J.K., approximately \$40,579.71 of which is currently held by the State of Michigan under property identification number 30834359;
- e. All assets, including any funds, securities, and cryptocurrencies or other digital assets, formerly stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 612984559, held in the name of A.G., approximately \$155,391.29 of which is currently held by the State of Michigan under property identification number 30814411;
- f. All assets, including any funds, securities, and cryptocurrencies or other digital assets, formerly stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 566568309, held in the name of C.G., approximately \$98,357.99 of which is currently held by the State of Michigan under property identification number 30850593;

- g. All assets, including any funds, securities, and cryptocurrencies or other digital assets, stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 430883090, held in the name of C.R.;
- h. All assets, including any funds, securities, and cryptocurrencies or other digital assets, formerly stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 881031496, held in the name of K.L., approximately \$70,295.37 of which is currently held by the State of Michigan under property identification number 30833469;
- i. All assets, including any funds, securities, and cryptocurrencies or other digital assets, stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 706188737, held in the name of G.R.;
- j. All assets, including any funds, securities, and cryptocurrencies or other digital assets, formerly stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 616320958, held in the name of M.M., approximately \$87,499.72 of which is currently held by the State of Florida;
- k. All assets, including any funds, securities, and cryptocurrencies or other digital assets, stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 769545740, held in the name of R.B.;
- l. All assets, including any funds, securities, and cryptocurrencies or other digital assets, formerly stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 712854165, held in the name of S.A., approximately \$65,667.08 of which is currently held by the State of Michigan under property identification number 30823008;
- m. All assets, including any funds, securities, and cryptocurrencies or other digital assets, formerly stored in, accessible via, and/or on deposit in Robinhood Markets, Inc. account number 440859379, held in the name of B.P.;
- n. All funds formerly on deposit in Wells Fargo Bank NA account number 3313637625, held in the name of T.H.; and
- o. All funds formerly on deposit in Wells Fargo Bank NA account number 7171407062, held in the name of T.T.

14. The defendant further agrees that forfeiture is independent of any assessment, fine, cost, restitution, or penalty that may be imposed by the Court. The defendant knowingly and voluntarily agrees to waive all constitutional, legal, and equitable defenses to the forfeiture, including excessive fines under the Eighth Amendment to the United States Constitution. In addition, the defendant agrees to waive: any applicable time limits for administrative or judicial forfeiture proceedings, the requirements of Fed. R. Crim. P. 32.2 and 43(a), and any appeal of the forfeiture.

15. The defendant also agrees to fully and truthfully disclose the existence, nature and location of all assets in which the defendant has or had any direct or indirect financial interest or control, and any assets involved in the offense[s] of conviction. The defendant agrees to take all steps requested by the United States for the recovery and forfeiture of all assets identified by the United States as subject to forfeiture. This includes, but is not limited to, the timely delivery upon request of all necessary and appropriate documentation to deliver good and marketable title, consenting to all orders of forfeiture, and not contesting or impeding in any way with any criminal, civil or administrative forfeiture proceeding concerning the forfeiture.

16. In furtherance of the satisfaction of a forfeiture money judgment entered by the Court in this case, the defendant agrees to the following:

- a. submit a financial statement to this Office upon request, within 14 calendar days from the request;

- b. maintain any asset valued in excess of \$10,000, and not sell, hide, waste, encumber, destroy, or otherwise devalue such asset without prior approval of the United States;
- c. provide information about any transfer of an asset valued in excess of \$10,000 since the commencement of the offense conduct in this case to date;
- d. cooperate fully in the investigation and the identification of assets, including liquidating assets, meeting with representatives of the United States, and providing any documentation requested; and
- e. notify, within 30 days, the Clerk of the Court for the Southern District of Florida and this Office of: (i) any change of name, residence, or mailing address, and (ii) any material change in economic circumstances.

The defendant further understands that providing false or incomplete information about assets, concealing assets, making materially false statements or representations, or making or using false writings or documents pertaining to assets, taking any action that would impede the forfeiture of assets, or failing to cooperate fully in the investigation and identification of assets may be used as a basis for: (i) separate prosecution, including, under 18 U.S.C. § 1001; or (ii) recommendation of a denial of a reduction for acceptance of responsibility pursuant to the United States Sentencing Guidelines § 3E1.1.

17. The Defendant agrees to cooperate fully with this Office by: (a) providing truthful and complete information and testimony, and producing documents, records and other evidence, when called upon by this Office, whether in interviews, before a grand jury, or at any trial or other Court proceeding; (b) appearing at such grand jury proceedings, hearings, trials, and other judicial proceedings, and at meetings, as may be required by this Office; and (c) if requested by this Office, working in an undercover role under the supervision of, and in compliance with, law enforcement officers and agents. In addition, the Defendant agrees not to protect any person or entity through false information or omission, to not falsely implicate any person or entity, and to not commit any further crimes.

18. This Office reserves the right to evaluate the nature and extent of the Defendant's cooperation and to make that cooperation, or lack thereof, known to the Court at the time of sentencing. If in the sole and unreviewable judgment of this Office the Defendant's cooperation is of such quality and significance to the investigation or prosecution of other criminal matters as to warrant the Court's downward departure from the advisory sentencing range calculated under the Sentencing Guidelines and any applicable minimum mandatory sentence, this Office may make a motion prior to sentencing pursuant to Section 5K1.1 of the Sentencing Guidelines and Title 18, United States Code, Section 3553(e), or subsequent to sentencing pursuant to Rule 35 of the Federal Rules of Criminal Procedure, informing the Court that the Defendant has provided substantial assistance and recommending

that the Defendant's sentence be reduced. The Defendant understands and agrees, however, that nothing in this agreement requires this Office to file any such motions, and that this Office's assessment of the quality and significance of the Defendant's cooperation shall be binding as it relates to the appropriateness of this Office's filing or non-filing of a motion to reduce sentence.

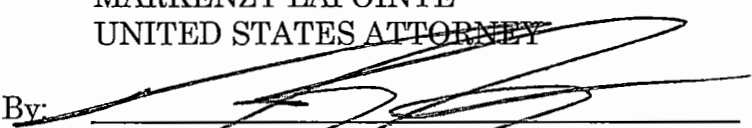
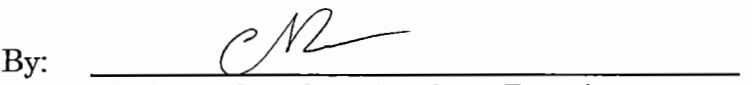
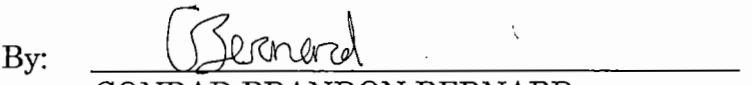
19. The Defendant understands and acknowledges that the Court is under no obligation to grant a motion for reduction of sentence filed by this Office. In addition, the Defendant further understands and acknowledges that the Court is under no obligation of any type to reduce the Defendant's sentence because of the Defendant's cooperation.

20. The Defendant is aware that Title 28, United States Code, Section 1291 and Title 18, United States Code, Section 3742 afford the Defendant the right to appeal the sentence imposed in this case. Acknowledging this, in exchange for the undertakings made by the United States in this plea agreement, the Defendant hereby waives all rights conferred by Sections 1291 and 3742 to appeal any sentence imposed, including any restitution order, or to appeal the manner in which the sentence was imposed, unless the sentence exceeds the maximum permitted by statute or is the result of an upward departure and an upward variance from the advisory guideline range that the Court establishes at sentencing. The Defendant further understands that nothing in this agreement shall affect the government's right and/or duty to appeal as set forth in Title 18, United States Code, Section

3742(b) and Title 28, United States Code, Section 1291. However, if the United States appeals the Defendant's sentence pursuant to Sections 3742(b) and 1291, the Defendant shall be released from the above waiver of his right to appeal his sentence. The Defendant further hereby waives all rights conferred by Title 28, United States Code, Section 1291 to assert any claim that (1) the statutes to which the Defendant is pleading guilty are unconstitutional; and/or (2) the admitted conduct does not fall within the scope of the statutes of conviction. By signing this agreement, the Defendant acknowledges that the Defendant has discussed the appeal waiver set forth in this agreement with the Defendant's attorney. The Defendant further agrees, together with this Office, to request that the Court enter a specific finding that the Defendant's waiver of his right to appeal the sentence imposed in this case and his right to appeal his conviction in the manner described above was knowing and voluntary.

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21. This is the entire agreement and understanding between this Office and the Defendant. There are no other agreements, promises, representations, or understandings.

Date: <u>11/15/24</u>	By: <u></u> MARKENZY LAPOINTE UNITED STATES ATTORNEY
Date: <u>11/15/24</u>	By: <u></u> CHAD PIOTROWSKI 3350 L ATTORNEY FOR DEFENDANT
Date: <u>11/15/24</u>	By: <u></u> CONRAD BRANDON BERNARD DEFENDANT