



U.S. Department of Justice
United States Attorney
Eastern District of Louisiana

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September 17, 2025

Honorable Judge Jay C. Zainey
United States District Judge
Eastern District of Louisiana
500 Poydras Street
New Orleans, Louisiana 70130

Re: United States v. Irvin C. Francois, III
Criminal Docket No. 25-165 "A"

Dear Judge Zainey:

In compliance with the holding of *Bryan v. United States*, 492 F.2d 775 (5th Cir. 1974), and with Rule 11 of the Federal Rules of Criminal Procedure, the government wishes to acknowledge the following agreement between the government and Irvin C. Francois, III, the defendant in the above-captioned proceeding. The defendant's undersigned counsel, Andrew Duffy, has reviewed the terms of this agreement and have been advised by the defendant that the defendant fully understands the terms of this agreement.

The government has agreed that should the Court accept the defendant's plea of guilty to Count 1 (False Statements), and Count 2 (Money Laundering), of the Indictment, the government will not bring any additional charges in the Eastern District of Louisiana arising from the defendant's conduct as it relates to applying and receiving COVID-19 relief funds, as set forth in the Factual Basis, unless the defendant withdraws his decision to plead guilty or violates the terms of this plea agreement. The defendant understands and agrees, however, that he is to pay full restitution to the victims identified in this agreement, regardless of whether he is charged for that particular fraud and/or theft.

Maximum Penalties

a. Imprisonment and Fine

The defendant understands that, should the defendant's plea of guilty be accepted, the defendant understands that the maximum penalty for Count 1 is not more than five (5) years imprisonment and/or a fine of \$250,000.00 or the greater of twice the gross gain to the defendant or twice the gross loss to any person under Title 18, United States Code, Section 3571. The maximum penalty the defendant may receive as to Count 2 is not more than ten (10) years of imprisonment, and/or a fine of \$250,000 or twice the value of the property involved in the crime under Title 18, United States Code, Sections 1957 (b)(2) and 3571.

b. Financial Obligations

By entering into this agreement, the defendant understands and agrees to the following regarding all financial obligations included in the defendant's sentence and judgment:

The Court must order restitution to the victims of the offense to which the defendant is pleading guilty and of any offense for which the defendant is charged in. The Court may consider all relevant conduct for the offenses of conviction and for any dismissed charges when determining victims and amounts of restitution. The restitution provisions of Sections 3663(a)(3) and 3663A of Title 18, United States Code, will apply. The defendant agrees to pay restitution to the United States Small Business Administration in the amount of **\$153,171.95** for a Paycheck Protection Program loan, which includes accrued interest and loan processing fees, less any amount repaid prior to sentencing.

Any restitution imposed will be non-dischargeable in any bankruptcy proceeding. The defendant will not seek or cause to be sought a discharge or a finding of dischargeability as to any restitution obligation.

A mandatory special assessment fee of \$100.00 per count shall be imposed under the provisions of Section 3013 of Title 18, United States Code. This special assessment must be paid on the date of sentencing. Failure to pay this special assessment may result in the plea agreement being void.

Notwithstanding any payment schedule that may be ordered at sentencing or during probation or supervised release, the defendant is obligated to immediately pay in full any financial obligation imposed by the Court. Any payment schedule represents only a minimum payment obligation and does not preclude the Government from seeking satisfaction of the defendant's full and immediately enforceable financial obligation.

The defendant also recognizes that any criminal monetary penalty, including but not limited to special assessments, criminal fines, or restitution, that is owed as a result of a conviction will be immediately submitted to the Treasury Offset Program. The defendant waives any objection to being included in the Treasury Offset Program.

c. Supervised Release

The defendant further understands that the Court, in imposing a sentence of a term of imprisonment, may include as part of the sentence a requirement that the defendant be placed on a term of supervised release after imprisonment for a period of up to three years for Counts 1 and 2 pursuant to Title 18, United States Code, Section 3583. Supervised release is a period following release from prison during which defendant's conduct will be monitored by the Court or the Court's designee. Defendant fully understands that if defendant violates any of the conditions of supervised release that the Court has imposed, the defendant's supervised release may be revoked, and defendant may be ordered by the Court to serve in prison all or part of the term of supervised release.

d. Sentencing Guidelines

The defendant understands that any discussions with the defendant's attorney or anyone else regarding sentencing guidelines are merely rough estimates and the Court is not bound by those discussions. The defendant understands that the sentencing guidelines are advisory and are not mandatory for sentencing purposes. The defendant understands the Court could impose the maximum term of imprisonment and fine allowed by law, including the imposition of supervised release. The defendant is also aware that in determining a fair and just sentence, the Court has the authority and discretion, pursuant to Title 18, United States Code, Sections 3553 and 3661 and the United States Sentencing Guidelines, to consider any and all "relevant conduct" that the defendant was involved in, the nature and circumstances of the offenses, and the history and characteristics of the defendant.

Waiver of Rights

The defendant understands that Title 18, United States Code, Section 3742 and Title 28, United States Code, Section 1291, may give a criminal defendant the right to appeal the conviction, sentence, fine, supervised release, forfeiture, restitution, and judgment imposed by the Court. The defendant also understands that the defendant may have the right to file collateral challenges to the conviction, sentence, and judgment, including but not limited to rights provided by Title 28, United States Code, Sections 2255 and 2241, Rule 60 of the Federal Rules of Civil Procedure, Rule 36 of the Federal Rules of Criminal Procedure, and writs of coram nobis and audita querela. The defendant further understands that Title 18, United States Code, Section 3582(c)(2), may allow the Court to grant a sentencing reduction to the defendant if the defendant has been sentenced to a term of imprisonment based upon a sentencing range that has been subsequently lowered by the United States Sentencing Commission and determined to apply retroactively to defendants who already have been sentenced to a term of imprisonment.

Acknowledging these rights, and subject only to the exceptions indicated in subsection (e) below, the defendant, in exchange for the promise(s) and agreement(s) made by the government in this plea agreement, knowingly and voluntarily:

a. Waives and gives up any right to appeal or contest the defendant's guilty plea, conviction, sentence, fine, supervised release, forfeiture, and any restitution imposed by any judge under any applicable restitution statute, including but not limited to any right to appeal any rulings on pretrial motions of any kind whatsoever, as well as any aspect of the sentence and judgment, including but not limited to any and all rights which arise under Title 18, United States Code, Section 3742 and Title 28, United States Code, Section 1291;

b. Waives and gives up any right to appeal any order, decision, or judgment arising out of or related to Title 18, United States Code, Section 3582(c)(2) imposed by any judge and further waives and gives up any right to challenge the manner in which any aspect of the sentence and judgment was determined and to challenge any United States Sentencing Guidelines determinations and their application by any judge to the defendant's sentence and judgment;

c. Waives and gives up any right to appeal or contest the manner in which forfeiture is imposed by any judge under any applicable forfeiture statutes and rules, including but not limited to the government's forfeiture proceedings on grounds that the forfeiture constitutes an unconstitutionally excessive fine or punishment;

d. Waives and gives up any right to challenge any aspect of the defendant's sentence and judgment collaterally, including but not limited to any and all rights which arise under Title 28, United States Code, Sections 2255 and 2241, Rule 60 of the Federal Rules of Civil Procedure, Rule 36 of the Federal Rules of Criminal Procedure, writs of coram nobis and audita querela, and any other collateral challenges to the sentence of any kind; and

e. The defendant specifically does not waive and retains the right to bring a direct appeal of any sentence imposed in excess of the statutory maximum. The defendant also retains the right to raise a claim of ineffective assistance of counsel in an appropriate proceeding.

In an effort to resolve this matter in a timely fashion and show good faith, the defendant agrees to knowingly, voluntarily, and expressly waive his rights pursuant to Rule 410(a) of the Federal Rules of Evidence upon signing this agreement and the factual basis. The defendant understands and agrees that in the event the defendant violates the agreement, withdraws the decision to plead guilty, the guilty plea is later withdrawn or otherwise set aside, any statements made by the defendant to law enforcement agents or an attorney for the prosecuting authority during plea discussions, any statements made by the defendant during any court proceeding involving the defendant's plea of guilty, including any factual bases or summaries signed by the defendant, and any leads from such statements, factual bases or summaries, shall be admissible for all purposes against the defendant in any and all criminal proceedings.

Forfeiture of Assets

The defendant understands forfeiture of property is part of the sentence that must be imposed in this case. The defendant agrees to immediately forfeit to the United States any right, title, and interest in all assets subject to forfeiture under the notice(s) of forfeiture contained in the charging document, including property specified in any bill of particulars and property previously seized by the government for administrative, civil, or criminal forfeiture.

The defendant consents to the filing of a motion for a preliminary order forfeiting such property and any dollar amount specified in the notice(s) of forfeiture or bill of particulars, and the defendant confesses the requisite nexus between the property and the charge(s) of conviction.

Upon signing this document and until the Court imposes all financial obligations and enters judgment, the defendant agrees to notify the Financial Litigation Unit of the United States Attorney's Office before transferring any interest in property with a value exceeding \$1,000.00 owned directly or indirectly, individually or jointly, by the defendant. This includes any interest held or owned under any name, including trusts, partnerships and corporations.

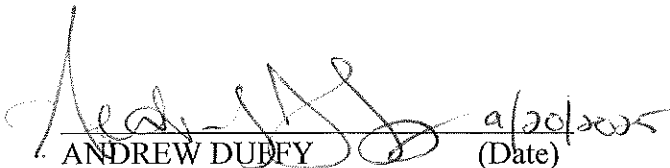
The defendant agrees to submit to interviews whenever and wherever requested by law enforcement authorities regarding all assets currently or previously within the defendant's possession. The defendant agrees to provide all financial information and documentation requested by the government, voluntarily execute a complete and thorough Financial Statement of Debtor and provide the requested List of Items attached to the Financial Statement. The defendant understands this information may be provided to any victim or victim representative. The defendant expressly authorizes the Government to obtain the defendant's credit report and to inspect and copy all financial documents and information provided to and held by U.S. Probation.

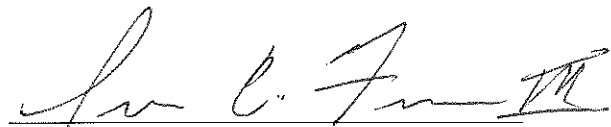
The defendant understands that the statements set forth above and in the attached **SEALED** document (Attachment A) represents defendant's entire agreement with the government; there are not any other agreements, letters, or notations that will affect this agreement.

Very truly yours,

MICHAEL M. SIMPSON
ACTING UNITED STATES ATTORNEY


EDWARD J. RIVERA (Date)
Assistant United States Attorney


ANDREW DUFY (Date)
Attorney for Defendant


IRVIN C. FRANCOIS, III (Date)
Defendant
9/20/2025