

**FILED**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

MAY 15 2013

U. S. DISTRICT COURT  
EASTERN DISTRICT OF MO

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 JOSEPH STEPHEN VACCA, and )  
 )  
 THOMAS DANIEL STRITZEL, )  
 )  
 Defendants. )

No.

**4:13CR**

**00186CEJ**

INDICTMENT

**THE GRAND JURY CHARGES:**

COUNTS 1-3  
**MAIL FRAUD**

A. INTRODUCTION

At all times relevant to the Indictment:

1. Defendant **JOSEPH STEPHEN VACCA** (hereinafter referred to as "VACCA") was the Deputy Commissioner for the Parks Division of the City of St. Louis, Missouri.
2. Defendant **THOMAS DANIEL STRITZEL** (hereinafter referred to as "STRITZEL") was the Chief of the Park Rangers for the City of St. Louis, Missouri.
3. D. G. was a longtime friend of defendant **STRITZEL**.
4. D & G Supply (hereinafter referred to as "D & G") was a company formally set up and established by D. G. at the direction of and in association with defendant **STRITZEL** on or about January 30, 2006. D & G's purported business was buying, selling, and repairing handheld radios. D & G opened a bank account at Commerce Bank in St. Louis, Missouri on or

about June 22, 2006.

5. Dynamic Management Group was a company set up and established by D. G. at the direction of and in association with defendants **VACCA** and **STRITZEL** on or about February 13, 2007. Dynamic Management Group had no legitimate business operations. Dynamic Management Group opened a bank account at Southern Commercial Bank in St. Louis, Missouri on or about February 27, 2007, and both defendants **VACCA** and **STRITZEL** had access to this bank account and the ability to deposit and withdraw funds from this account.

6. G.S.S. and B.F.N. were two (2) separate and legitimate vendors of services and materials to the Parks Division for the City of St. Louis, Missouri.

B. SCHEME TO DEFRAUD

7. Beginning on or about January 1, 2005, and continuing through December 31, 2012, both dates being approximate and inclusive, in the Eastern District of Missouri and elsewhere, defendants,

**JOSEPH STEPHEN VACCA, and**

**THOMAS DANIEL STRITZEL**

acting together and aiding and abetting one another, devised, intended to devise, and knowingly participated in a scheme to defraud and obtain money from the City of St. Louis, Missouri, by means of materially false and fraudulent pretenses, representations, and promises.

8. It was a part of the scheme that during early 2005 defendants **VACCA** and **STRITZEL** falsely represented to G.S.S. that the Parks Division was in need of equipment that was not provided for or allocated in any Parks Division budget. G.S.S. agreed to allow defendants **VACCA** and **STRITZEL** to add the cost of the purported equipment into G.S.S.' monthly invoices, and G.S.S. agreed to send the excess funds received from the City of St. Louis

to Dynamic Management Group. From on or about May, 2005 to on or about June 30, 2010, defendants **VACCA** and **STRITZEL** submitted approximately forty-five (45) inflated G.S.S. invoices to the City of St. Louis, which inflated G.S.S. invoices included approximately \$285,052.17 in sham charges over and above the legitimate G.S.S. charges. At the direction of defendants **VACCA** and **STRITZEL**, G.S.S. sent these excess funds which it had received from the City of St. Louis to either D & G or Dynamic Management Group. Defendants **VACCA** and **STRITZEL** then used the excess funds received for their own personal use, including but not limited to lease payments on personal vehicles, fuel costs, the payment of personal credit card charges, and other personal living expenses.

9. It was a further part of the scheme that from on or about January 26, 2007 to on or about December 14, 2011, defendants **VACCA** and **STRITZEL** submitted one and more false and sham D & G invoices to the City of St. Louis purportedly for general equipment purchases and the supply and repair of handheld radios. These false and sham invoices totaled in excess of \$150,000.00, which funds were paid by the City of St. Louis, Missouri to D & G. These funds were then transferred to the Dynamic Management Group bank account and used by defendants **VACCA** and **STRITZEL** for their own personal use, including but not limited to lease payments on personal vehicles, fuel costs, the payment of personal credit card charges, and other personal living expenses.

10. It was a further part of the scheme that during in or about August, 2010, defendant **VACCA** falsely represented to B.F.N. that the Parks Division was in need of radios, radio equipment, and radio repairs that were not provided for or allocated in any Parks Division budget. At defendant **VACCA**'s request and direction, B.F.N. agreed to submit invoices to the City of St. Louis which included sham charges for undelivered materials, and B.F.N. agreed to

send the funds received from the City of St. Louis based upon the sham charges to Dynamic Management Group. From on or about August 13, 2010 to on or about April 22, 2011, defendants **VACCA** and **STRITZEL** submitted approximately eight (8) invoices from B.F.N. which included sham charges for undelivered materials to the City of St. Louis. These inflated B.F.N. invoices included approximately \$29,670.09 in sham charges related to the undelivered materials. At the direction of defendants **VACCA** and **STRITZEL**, B.F.N. then sent these funds received from the City of St. Louis to Dynamic Management Group. Defendants **VACCA** and **STRITZEL** used the funds for their own personal use, including but not limited to lease payments on personal vehicles, fuel costs, the payment of personal credit card charges, and other personal living expenses.

11. It was further part of the scheme, and a result of the scheme that, from on or about January 1, 2005 to on or about December 31, 2012, defendants **VACCA** and **STRITZEL** received funds of the City of St. Louis based upon the submission of the above-referenced sham and false invoices totaling in excess of approximately \$464,722.26. Defendants **VACCA** and **STRITZEL** used these funds for their own personal use, including but not limited to lease payments on personal vehicles, fuel costs, the payment of personal credit card charges, and other personal living expenses unrelated to the legitimate operations of the St. Louis Parks Division.

C. THE MAILINGS

12. On or about the following dates, within the Eastern District of Missouri and elsewhere, the defendants,

**JOSEPH STEPHEN VACCA, and**

**THOMAS DANIEL STRITZEL,**

acting together and aiding and abetting one another, for the purpose of executing and attempting

to execute the above-described scheme to defraud, and to obtain money and in attempting to do so, knowingly caused to be delivered by the United States Postal Service, according to the directions thereon, checks drawn on the City of St. Louis, Missouri bank account and payable to either D & G, G.S.S., or B.F.N., said checks being mailed from the City of St. Louis, Missouri Comptroller's Office to either D & G, G.S.S. or B.F.N. in the following amounts:

<u>COUNT</u>	<u>DATE</u>	<u>PAYEE</u>	<u>AMOUNT</u>
1	8/19/2010	D & G	\$4,599.75
2	4/5/2010	G.S.S.	\$30,589.16
3	11/23/2010	B.F.N.	\$13,005.00

All in violation of Title 18, United States Code, Sections 1341 and 2.

#### FORFEITURE ALLEGATION

The Grand Jury further finds by probable cause that:

1. Pursuant to Title 18, United States Code, Sections 981(a) and Title 28, United States Code, Section 2461(c), upon conviction of an offense in violation of Title 18, United States Code, Section 1341 as set forth in Counts 1 through 3, the defendant(s) shall forfeit to the United States of America any property, real or personal, constituting or derived from any proceeds traceable to said offense.

a. Subject to forfeiture is a sum of money equal to the total value of any property, real or personal, constituting or derived from any proceeds traceable to said offense.

2. If any of the property described above, as a result of any act or omission of the defendant(s):

a. cannot be located upon the exercise of due diligence;

- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America will be entitled to the forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p).

A TRUE BILL.

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FOREPERSON

RICHARD G. CALLAHAN  
United States Attorney

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HAL GOLDSMITH  
Assistant United States Attorney

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

UNITED STATES OF AMERICA,        )  
  )  
                                  Plaintiff,        )  
  )  
                                  v.                        )  
  )  
THOMAS DANIEL STRITZEL,        )  
  )  
                                  Defendant.        )

NO. 4:13CR 186 CEJ

**GUILTY PLEA AGREEMENT**

Come now the parties and hereby agree, as follows:

**1. PARTIES:**

The parties are the defendant Thomas Daniel Stritzel, represented by defense counsel N. Scott Rosenblum, and the United States of America (hereinafter "United States" or "Government"), represented by the Office of the United States Attorney for the Eastern District of Missouri through Assistant United States Attorney Hal Goldsmith. This agreement does not, and is not intended to, bind any governmental office or agency other than the United States Attorney for the Eastern District of Missouri. The Court is neither a party to nor bound by this agreement.

**2. GUILTY PLEA:**

Pursuant to Rule 11(c)(1)(A), Federal Rules of Criminal Procedure, in exchange for the defendant's voluntary plea of guilty to Counts 1, 2, and 3 of the indictment, the United States agrees that no further federal prosecution will be brought in this District relative to the defendant's scheme to defraud and obtain money from the City of St. Louis, Missouri during the

period January 1, 2005 through May 1, 2013, of which the Government is aware at this time. In addition, the parties agree that the U.S. Sentencing Guidelines Total Offense Level analysis agreed to by the parties is the result of negotiation and led, in part, to the guilty plea. The parties further agree that either party may request a sentence above or below the U.S. Sentencing Guidelines range (combination of Total Offense Level and Criminal History Category) ultimately determined by the Court pursuant to any chapter of the Guidelines and Title 18, United States Code, Section 3553(a). The parties further agree that notice of any such request will be given no later than ten days prior to sentencing and that said notice shall specify the legal and factual bases for the request.

**3. ELEMENTS:**

As to Counts 1, 2, and 3, the defendant admits to knowingly violating Title 18, United States Code, Section 1341 (Mail Fraud), and admits there is a factual basis for the plea and further fully understands that the elements of the crimes are:

- (1) That the defendant devised, intended to devise, and knowingly participated in a scheme to defraud and obtain money from the City of St. Louis, Missouri by means of materially false representations, and promises;
- (2) that defendant did so with the intent to defraud;
- (3) that it was reasonably foreseeable that the mail would be used; and,
- (4) that the mail was used in furtherance of some essential step in the scheme;



**4. FACTS:**

The parties agree that the facts in this case are as follows and that the government would prove these facts beyond a reasonable doubt if the case were to go to trial. These facts may be considered as relevant conduct pursuant to Section 1B1.3:

Defendant **THOMAS DANIEL STRITZEL** (hereinafter referred to as "**STRITZEL**") was the Chief of the Park Rangers for the City of St. Louis, Missouri. Co-defendant **JOSEPH STEPHEN VACCA** (hereinafter referred to as "**VACCA**") was the Deputy Commissioner for the Parks Division of the City of St. Louis, Missouri.

D. G. was a longtime friend of defendant **STRITZEL**. D & G Supply (hereinafter referred to as "D & G") was a company formally set up and established by D. G. at the direction of and in association with **STRITZEL** on or about January 30, 2006. D & G's purported business was buying, selling, and repairing handheld radios. D & G opened a bank account at Commerce Bank in St. Louis, Missouri on or about June 22, 2006.

Dynamic Management Group was a company set up and established by D. G. at the direction of and in association with co-defendants **VACCA** and **STRITZEL** on or about February 13, 2007. Dynamic Management Group had no legitimate business operations. Dynamic Management Group opened a bank account at Southern Commercial Bank in St. Louis, Missouri on or about February 27, 2007, and both co-defendants **VACCA** and **STRITZEL** had access to this bank account and the ability to deposit and withdraw funds from this account.

G.S.S., B.F.N., and H.I. were three (3) separate and legitimate vendors of services and materials to the Parks Division for the City of St. Louis, Missouri.

During early 2005 co-defendants **VACCA** and **STRITZEL** falsely represented to G.S.S. that the Parks Division was in need of equipment that was not provided for or allocated in any Parks Division budget. G.S.S. agreed to allow co-defendants **VACCA** and **STRITZEL** to add the cost of the purported equipment into G.S.S.' legitimate monthly invoices, and G.S.S. agreed to send the excess funds received from the City of St. Louis to Dynamic Management Group. From on or about May, 2005 to on or about June 30, 2010, co-defendants **VACCA** and **STRITZEL** submitted approximately forty-five (45) inflated G.S.S. invoices to the City of St. Louis, which inflated G.S.S. invoices included approximately \$285,052.17 in sham charges over and above the legitimate G.S.S. charges. At the direction of co-defendants **VACCA** and **STRITZEL**, G.S.S. sent these excess funds which it had received from the City of St. Louis to either D & G or Dynamic Management Group. Co-defendants **VACCA** and **STRITZEL** then used the excess funds received for their own personal use, including but not limited to lease payments on personal vehicles, fuel costs, the payment of personal credit card charges, and other personal living expenses.

From on or about January 26, 2007 to on or about December 14, 2011, co-defendants **VACCA** and **STRITZEL** submitted one and more false and sham D & G invoices to the City of St. Louis purportedly for general equipment purchases and the supply and repair of handheld radios. These false and sham invoices totaled in excess of \$150,000.00, which funds were paid by the City of St. Louis, Missouri to D & G. These funds were then transferred to the Dynamic Management Group bank account and used by co-defendants **VACCA** and **STRITZEL** for their own personal use, including but not limited to lease payments on personal vehicles, fuel costs, the payment of personal credit card charges, and other personal living expenses.

During in or about August, 2010, co-defendant VACCA falsely represented to B.F.N. that the Parks Division was in need of radios, radio equipment, and radio repairs that were not provided for or allocated in any Parks Division budget. At co-defendant VACCA's request and direction, B.F.N. agreed to submit invoices to the City of St. Louis which included sham charges for undelivered materials, and B.F.N. agreed to send the funds received from the City of St. Louis based upon the sham charges to Dynamic Management Group. From on or about August 13, 2010 to on or about April 22, 2011, co-defendants VACCA and STRITZEL submitted approximately eight (8) invoices from B.F.N. which included sham charges for undelivered materials to the City of St. Louis. These inflated B.F.N. invoices included approximately \$29,670.09 in sham charges related to the undelivered materials. At the direction of co-defendants VACCA and STRITZEL, B.F.N. then sent these funds received from the City of St. Louis to Dynamic Management Group. Co-defendants VACCA and STRITZEL used the funds for their own personal use, including but not limited to lease payments on personal vehicles, fuel costs, the payment of personal credit card charges, and other personal living expenses.

During in or about September, 2012, co-defendants VACCA and STRITZEL obtained H.I. corporate gasoline charge cards from representatives of H.I. based upon the false representation that the charge cards would be used to purchase gasoline for Parks Division vehicles. From September, 2012 through April, 2013, unbeknownst to H.I., co-defendants used those H.I. corporate gasoline charge cards to purchase gasoline for their personal vehicles for use unrelated to any legitimate work or business of the Parks Division. At co-defendants' request and direction, H.I. initially agreed to bill and invoice the charges related to co-defendants' use of

those H.I. corporate gasoline charge cards to the City of St. Louis, which invoices did not identify the actual gasoline charges but instead falsely included sham charges for horticultural products purportedly provided to the Parks Division. Later, at co-defendants' request and direction, H.I. agreed to bill and invoice the charges related to co-defendants' use of those H.I. corporate gasoline charge cards to the Partnership for Downtown St. Louis. The Partnership for Downtown St. Louis had a contract with the Parks Division, whereby the Parks Division provided labor and supplies for the maintenance of trees and green areas of certain parts of downtown St. Louis. The Partnership for Downtown St. Louis agreed to pay the H.I. invoices based upon the co-defendants' false representations that the charges for horticultural products identified in those invoices were legitimate charges for products provided to the Partnership on the contract with the Parks Division. The Partnership for Downtown St. Louis made payment on the H.I. invoices directly to H.I. and then reduced its periodic payments to the Parks Division on its contract by the amount of those H.I. invoices. From on or about September 14, 2012 to on or about April 22, 2013, co-defendants **VACCA** and **STRITZEL** caused approximately fifteen (15) invoices from H.I., which included sham charges for undelivered horticultural materials, to be submitted and ultimately paid by the City of St. Louis. These H.I. invoices included approximately \$8,000.00 in sham charges to pay for co-defendants' personal use of the H.I. corporate gasoline charge cards.

From on or about January 1, 2005 to on or about May 1, 2013, it is the government's position that co-defendants **VACCA** and **STRITZEL** received funds of the City of St. Louis based upon the submission of the above-referenced sham and false invoices totaling in excess of approximately \$472,000. Co-defendants **VACCA** and **STRITZEL** used these funds for their

own personal use, including but not limited to lease payments on personal vehicles, fuel costs, the payment of personal credit card charges, and other personal living expenses unrelated to the legitimate operations of the St. Louis Parks Division.

On or about the following dates the co-defendants, **JOSEPH STEPHEN VACCA** and **THOMAS DANIEL STRITZEL**, acting together and aiding and abetting one another, for the purpose of executing and attempting to execute their scheme to defraud the City of St. Louis, and to obtain money and in attempting to do so, knowingly caused to be delivered by the United States Postal Service, according to the directions thereon, checks drawn on the City of St. Louis, Missouri bank account and payable to either D & G, G.S.S., or B.F.N., said checks being mailed from the City of St. Louis, Missouri Comptroller's Office to either D & G, G.S.S. or B.F.N. in the following amounts:

<u>COUNT</u>	<u>DATE</u>	<u>PAYEE</u>	<u>AMOUNT</u>
1	8/19//2010	D & G	\$4,599.75
2	4/5/2010	G.S.S.	\$30,589.16
3	11/23/2010	B.F.N.	\$13,005.00

**5. STATUTORY PENALTIES:**

The defendant fully understands that the maximum possible penalty provided by law for each of the crimes to which the defendant is pleading guilty is imprisonment of not more than 20 years, a fine of not more than \$250,000, or both such imprisonment and fine. The Court may also impose a period of supervised release of not more than 3 years.

**6. U.S. SENTENCING GUIDELINES: NOVEMBER, 2012 MANUAL:**

The defendant understands that this offense is affected by the U.S. Sentencing Guidelines and the actual sentencing range is determined by both the Total Offense Level and the Criminal History Category. The parties agree that the following are the applicable U.S. Sentencing Guidelines Total Offense Level provisions.

**a. Chapter 2 Offense Conduct:**

**(1) Base Offense Level:** The parties agree that the base offense level is 7 as found in Section 2B1.1(a)(1).

**(2) Specific Offense Characteristics:** It is the government's position that the following Specific Offense Characteristics apply:

(a) 14 levels should be added pursuant to Section 2B1.1(b)(1)(H), because the loss exceeded \$400,000, but was less than \$1,000,000.

The defendant reserves the right to submit and proffer any evidence to the Court on the issue of loss.

**b. Chapter 3 Adjustments:**

**(1) Acceptance of Responsibility:** The parties recommend that three levels should be deducted pursuant to Section 3E1.1(a) and (b), because the defendant has clearly demonstrated acceptance of responsibility and timely notified the government of the defendant's intention to plead guilty. The parties agree that the defendant's eligibility for this deduction is based upon information presently known. If subsequent to the taking of the guilty plea the government receives new evidence of statements or conduct by the defendant which it believes are inconsistent with defendant's eligibility for this deduction, the government may present said

evidence to the court, and argue that the defendant should not receive all or part of the deduction pursuant to Section 3E1.1, without violating the plea agreement.

**(2) Other Adjustments:** The parties agree that the following additional adjustments apply:

(a) 2 levels should be added pursuant to Section 3B1.3, because defendant abused a position of public trust in a manner that significantly facilitated the commission or concealment of the offense.

**c. Other Adjustments/Disputed Adjustments:** None.

**d. Estimated Total Offense Level:** Based upon the government's position on amount of loss, the parties estimate that the Total Offense Level is 20. Again, the defendant reserves the right to submit and proffer any evidence to the Court on the issue of loss.

**e. Criminal History:** The determination of the defendant's Criminal History Category shall be left to the Court. Either party may challenge, before and at sentencing, the finding of the Presentence Report as to the defendant's criminal history and the applicable category. The defendant's criminal history is known to the defendant and is substantially available in the Pretrial Services Report.

**f. Effect of Parties' U.S. Sentencing Guidelines Analysis:** The parties agree that the Court is not bound by the Guidelines analysis agreed to herein. The parties may not have foreseen all applicable Guidelines. The Court may, in its discretion, apply or not apply any Guideline despite the agreement herein and the parties shall not be permitted to withdraw from the plea agreement.

**7. WAIVER OF APPEAL AND POST-CONVICTION RIGHTS:**

**a. Appeal:** The defendant has been fully apprised by defense counsel of the defendant's rights concerning appeal and fully understands the right to appeal the sentence under Title 18, United States Code, Section 3742.

**(1) Non-Sentencing Issues:** The parties waive all rights to appeal all non-jurisdictional, non-sentencing issues, including, but not limited to, any issues relating to pretrial motions, discovery and the guilty plea.

**(2) Sentencing Issues:** In the event the Court accepts the plea, accepts the U.S. Sentencing Guidelines Total Offense Level agreed to herein, and, after determining a Sentencing Guidelines range, sentences the defendant within or below that range, then, as part of this agreement, the defendant hereby waives all rights to appeal all sentencing issues other than Criminal History. Similarly, the Government hereby waives all rights to appeal all sentencing issues other than Criminal History, provided the Court accepts the plea, the agreed Total Offense Level and sentences the defendant within or above that range.

**b. Habeas Corpus:** The defendant agrees to waive all rights to contest the conviction or sentence in any post-conviction proceeding, including one pursuant to Title 28, United States Code, Section 2255, except for claims of prosecutorial misconduct or ineffective assistance of counsel.

**c. Right to Records:** The defendant waives all rights, whether asserted directly or by a representative, to request from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including any records that may be



sought under the Freedom of Information Act, Title 5, United States Code, Section 522, or the Privacy Act, Title 5, United States Code, Section 552(a).

**8. OTHER:**

**a. Disclosures Required by the United States Probation Office:** The defendant agrees to truthfully complete and sign forms as required by the United States Probation Office prior to sentencing and consents to the release of these forms and any supporting documentation by the United States Probation Office to the government.

**b. Civil or Administrative Actions not Barred; Effect on Other Governmental Agencies:**

Nothing contained herein limits the rights and authority of the United States to take any civil, tax, immigration/deportation or administrative action against the defendant.

**c. Supervised Release:** Pursuant to any supervised release term, the Court will impose standard conditions upon the defendant and may impose special conditions related to the crime defendant committed. These conditions will be restrictions on the defendant to which the defendant will be required to adhere. Violation of the conditions of supervised release resulting in revocation may require the defendant to serve a term of imprisonment equal to the length of the term of supervised release, but not greater than the term set forth in Title 18, United States Code, Section 3583(e)(3), without credit for the time served after release. The defendant understands that parole has been abolished

**d. Mandatory Special Assessment:** Pursuant to Title 18, United States Code, Section 3013, the Court is required to impose a mandatory special assessment of \$100 per count for a total of \$300, which the defendant agrees to pay at the time of sentencing. Money paid by the

defendant toward any restitution or fine imposed by the Court shall be first used to pay any unpaid mandatory special assessment.

**e. Possibility of Detention:** The defendant may be subject to immediate detention pursuant to the provisions of Title 18, United States Code, Section 3143.

**f. Fines, Restitution and Costs of Incarceration and Supervision:** The Court may impose a fine, restitution (in addition to any penalty authorized by law), costs of incarceration and costs of supervision. The defendant agrees that any fine or restitution imposed by the Court will be due and payable immediately. Pursuant to Title 18, United States Code, Section 3663A, an order of restitution is mandatory for all crimes listed in Section 3663A(c). Regardless of the Count of conviction, the amount of mandatory restitution imposed shall include all amounts allowed by Section 3663A(b) and the amount of loss agreed to by the parties, including all relevant conduct loss. The defendant agrees to provide full restitution to all victims of all charges in the indictment.

**g. Forfeiture:** The defendant agrees to forfeit all of the defendant's interest in all items seized by law-enforcement officials during the course of their investigation. The defendant admits that all United States currency, weapons, property and assets seized by law enforcement officials during their investigation constitute the proceeds of the defendant's illegal activity, were commingled with illegal proceeds or were used to facilitate the illegal activity. The defendant agrees to execute any documents and take all steps needed to transfer title or ownership of said items to the government and to rebut the claims of nominees and/or alleged third party owners. The defendant further agrees that said items may be disposed of by law enforcement officials in any manner.

**9. ACKNOWLEDGMENT AND WAIVER OF THE DEFENDANT'S RIGHTS:**

In pleading guilty, the defendant acknowledges, fully understands and hereby waives his rights, including but not limited to: the right to plead not guilty to the charges; the right to be tried by a jury in a public and speedy trial; the right to file pretrial motions, including motions to suppress or exclude evidence; the right at such trial to a presumption of innocence; the right to require the government to prove the elements of the offenses against the defendant beyond a reasonable doubt; the right not to testify; the right not to present any evidence; the right to be protected from compelled self-incrimination; the right at trial to confront and cross-examine adverse witnesses; the right to testify and present evidence and the right to compel the attendance of witnesses. The defendant further understands that by this guilty plea, the defendant expressly waives all the rights set forth in this paragraph.

The defendant fully understands that the defendant has the right to be represented by counsel, and if necessary, to have the Court appoint counsel at trial and at every other stage of the proceeding. The defendant's counsel has explained these rights and the consequences of the waiver of these rights. The defendant fully understands that, as a result of the guilty plea, no trial will, in fact, occur and that the only action remaining to be taken in this case is the imposition of the sentence.

The defendant is fully satisfied with the representation received from defense counsel. The defendant has reviewed the government's evidence and discussed the government's case and all possible defenses and defense witnesses with defense counsel. Defense counsel has completely and satisfactorily explored all areas which the defendant has requested relative to the government's case and any defenses.

**10. VOLUNTARY NATURE OF THE GUILTY PLEA AND PLEA AGREEMENT:**

This document constitutes the entire agreement between the defendant and the government, and no other promises or inducements have been made, directly or indirectly, by any agent of the government, including any Department of Justice attorney, concerning any plea to be entered in this case. In addition, the defendant states that no person has, directly or indirectly, threatened or coerced the defendant to do or refrain from doing anything in connection with any aspect of this case, including entering a plea of guilty.

The defendant acknowledges having voluntarily entered into both the plea agreement and the guilty plea. The defendant further acknowledges that this guilty plea is made of the defendant's own free will and that the defendant is, in fact, guilty.

**11. CONSEQUENCES OF POST-PLEA MISCONDUCT:**


After pleading guilty and before sentencing, if defendant commits any crime, other than minor traffic offenses, violates any condition of release that results in revocation, violates any term of this guilty plea agreement, intentionally provides misleading, incomplete or untruthful information to the U.S. Probation Office or fails to appear for sentencing, the United States, at its option, may be released from its obligations under this agreement. The Government may also, in its discretion, proceed with this agreement and may advocate for any sentencing position

supported by the facts, including but not limited to obstruction of justice and denial of acceptance of responsibility.

**12. NO RIGHT TO WITHDRAW GUILTY PLEA:**

Pursuant to Rule 11(c) and (d), Federal Rules of Criminal Procedure, the defendant understands that there will be no right to withdraw the plea entered under this agreement, except where the Court rejects those portions of the plea agreement which deal with charges the government agrees to dismiss or not to bring.

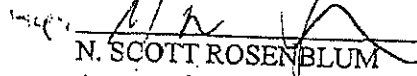
September 6, 2013  
Date

  
\_\_\_\_\_  
HAL GOLDSMITH  
Assistant United States Attorney  
111 South 10th Street, Room 20.333  
St. Louis, Missouri 63102  
(314) 539-2200

9/5/2013  
Date

  
\_\_\_\_\_  
THOMAS DANIEL STRITZEL  
Defendant

9/5/2013  
Date

  
\_\_\_\_\_  
N. SCOTT ROSENBLUM  
Attorney for Defendant  
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