

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION

DOCKETED  
SEP 29 2004

UNITED STATES OF AMERICA )  
 )  
 vs. )  
 )  
 ZBIGNIEW RECKO, )  
 also known as "Robert Karolkiewicz," )  
 also known as "Tomasz Wozny," )  
 also known as "Tomasz Romanzuk," )  
 also known as "Tomasz Godowski," )  
 also known as "Bradley Anatol Wawreniuk," )  
 also known as "Roman Parczewski" )

No. 03 CR 50054-07  
Judge Philip G. Reinhard

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
WESTERN DIVISION  
SEP 29 11:12:32

**PLEA AGREEMENT**

This Plea Agreement between the United States Attorney for the Northern District of Illinois, PATRICK J. FITZGERALD, and the defendant, ZBIGNIEW RECKO, also known as "Robert Karolkiewicz," also known as "Tomasz Wozny," also known as "Tomasz Romanzuk," also known as "Tomasz Godowski," also known as "Bradley Anatol Wawreniuk," also known as "Roman Parczewski," and his attorney, FRANKLIN C. COOK, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure, and is governed in part by Rules 11(c)(1)(A) and 11(c)(1)(C), as more fully set forth in Paragraphs 18 and 24 below.

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 present 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

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or local prosecuting, administrative or regulatory authorities except as expressly set forth in this Agreement.

By this Plea Agreement, PATRICK J. FITZGERALD, United States Attorney for the Northern District of Illinois, and the defendant, ZBIGNIEW RECKO, and his attorney, FRANKLIN C. COOK, have agreed upon the following:

1. Defendant acknowledges that he has been charged in the superseding indictment in this case with four counts of wire fraud, in violation of Title 18, United States Code, Section 1343, and one count of mail fraud, in violation of Title 18, United States Code, Section 1341, and the superseding indictment contains a forfeiture allegation, pursuant to Title 18, United States Code, Section 982, alleging that the rights, titles, and interests of defendant to certain properties are subject to forfeiture.

2. Defendant has read the charges against him and the forfeiture allegation contained in the superseding indictment, and the charges and forfeiture allegation 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 and the nature and elements of the forfeiture allegation which is contained in the superseding indictment.

4. Defendant will enter a voluntary plea of guilty to the charge contained in Count Sixteen of the superseding indictment, and will admit to the forfeiture allegation of the superseding indictment in this case.

5. Defendant will plead guilty because he is in fact guilty of the charge contained in Count Sixteen and will enter a voluntary admission to the forfeiture allegation because the property

specified in the forfeiture allegation is subject to forfeiture to the United States as a result of defendant's fraud. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt and the basis for forfeiture of his rights, titles, and interests in the property specified in the forfeiture allegation. These facts are not all the facts known to defendant and are set forth solely to provide a factual foundation for defendant's guilty plea and admission to the forfeiture allegation:

(a) In general, as to Count Sixteen, defendant admits that on September 15, 2003, at Crystal Lake, in the Northern District of Illinois, Western Division, and elsewhere, he knowingly engaged in a scheme to defraud financial institutions and other lenders, and to obtain money, funds, credit, and property belonging to these lenders by means of false and fraudulent pretenses, representations, and promises, as described in Count One of the superseding indictment, and, for the purpose of executing the this scheme to defraud, he knowingly caused to be transmitted by means of a wire communication in interstate commerce from Pittsburgh, Pennsylvania, to Chicago, in the Northern District of Illinois, certain signals, namely a bank transfer in the amount of \$252,953 which was deposited into First American Title Insurance Company's account at American National Bank and Trust Company of Chicago/Bank One in Chicago, Illinois.

(b) Specifically, defendant admits that during the time period of least March 2003, through September 23, 2003, he knowingly participated in and executed a scheme to defraud financial institutions and other lenders. As part of this scheme, the leaders of the scheme, Jan Rozycka and Michael Skatulski, solicited defendant and other individuals to falsely pose as buyers and sellers of real estate (hereinafter "straw sellers" and "straw buyers"). The straw sellers and straw buyers had no actual interest in buying or selling the real estate involved in the transactions. The

leaders of the scheme usually paid defendant a fee for his participation in these fraudulent transactions. This fee was usually approximately \$2,000.

Defendant further admits that the leaders of the scheme often obtained false identification documents, such as Illinois driver's licenses and Illinois Identification cards, for the straw sellers and straw buyers. These false identification documents contained the actual pictures of the straw sellers and straw buyers, but bore false names.

Defendant further admits that, as charged in Count Sixteen of the superseding indictment, he participated in a fraudulent real estate closing at First American Title Insurance Company (hereinafter "First American"), located at 610 North Route 31, Suite G, in Crystal Lake, Illinois. At this closing, defendant falsely represented that his name was "Tomasz Godowski" and that he was selling a property, located at 3747 South Giles in Chicago, Illinois, to Bozena Sauciuc. The leaders of the scheme promised to pay defendant a fee for participating in this fraudulent transaction.

Defendant further admits that, prior to the closing at First American on September 15, 2003, the leaders of the scheme caused a false Illinois identification card to be produced for defendant in the name of "Tomasz Godowski." Also prior to the closing, Jan Rozycka solicited HCP Mortgage Corporation in Rockford, Illinois, to arrange financing for Bozena Sauciuc to purchase 3747 South Giles. HCP arranged for Option One Mortgage Corporation (hereinafter "Option One"), to loan Bozena Sauciuc approximately \$252,000 for this purchase. Option One is a lending institution with its main office located in Irvine, California. On September 15, 2003, for the purpose of funding this real estate sale, Option One wire transferred \$252,953 to First American's account at American National Bank/Bank One in Chicago. This wire transfer was routed through Pittsburgh, Pennsylvania.

Defendant further admits that, on September 15, 2003, he and Jan Rozycka went to First American's office in Crystal Lake. Bozena Sauciuc and an employee of HCP also appeared at First American's office. At the closing, Jan Rozycka falsely informed First American's representative that he was an attorney named "John Hanus." The false driver's license with defendant's picture, bearing the name "Tomasz Godowski," was presented to First American's representative. During the closing, defendant falsely represented that he was selling 3747 South Giles and Bozena Sauciuc falsely represented that she was buying that property. Jan Rozycka presented to Chicago Title's employee a fraudulent "Satisfaction of Mortgage" that was purportedly issued by IndyMac Bank. That document falsely represented that "Tomasz Godowski" had fully paid off and satisfied the prior mortgage which IndyMac Bank held against 3747 South Giles. Jan Rozycka also requested that First American disburse the proceeds of the Option One loan to "Tomasz Godowski" in the amount of \$25,000, and to "Jan Jestal" for the "balance." Rozycka placed these instructions in a hand-written letter of direction and defendant signed this letter of direction, using the name "Tomasz Godowski." First American's representative ultimately issued various checks, including the following: one to "Tomasz Godowski" in the amount of \$25,000, one to Bozena Sauciuc for \$5,346.87, and one to "Jan Jestal" for \$229,359.02. After receiving these checks, defendant, Sauciuc, Rozycka, and the HCP employee left First American's office.

Defendant admits that during the course of the scheme to defraud financial institutions and other lenders charged in Count One of the Superseding Indictment, he participated in five additional fraudulent real estate closings. Prior to each of these closings, a false Illinois driver's license or Illinois ID card was obtained for defendant. At each of these closings, defendant falsely posed as either the seller or buyer of the particular property involved. Defendant further admits that the five

additional fraudulent real closings that he participated in can be identified as follows: (1) March 14, 2003 closing at TICOR office in Northbrook, Illinois – property involved was 5515 West Henderson in Chicago – defendant posed as seller named “Roman Parczewski” – IndyMac Bank provided \$249,453.37 for closing; (2) May 21, 2003 closing at Lawyer’s Title office in Skokie, Illinois – property involved was 5238 West Melrose in Chicago – defendant posed as buyer named “Robert Karolkiewicz” – American Mortgage provided \$361,075.01 for closing (Count Eight); (3) September 5, 2003 closing at Stewart Title’s office in Gurnee, Illinois – property involved was 2032 North Burling, condominium number 2, in Chicago – defendant posed as seller named “Tomasz Wozny” – First Home Mortgage provided \$414,039.26 for closing (Count Fourteen); (4) September 5, 2003 closing at Chicago Title’s office in Crystal Lake, Illinois – property involved was 722 North Drake in Chicago – defendant posed as seller named “Tomasz Romanzuk” – Countrywide Home Mortgage provided \$258,662.86 for closing (Count Fifteen); and (5) September 17, 2003 closing at Chicago Title’s office in Lake Zurich, Illinois – property involved was 1052 North Springfield in Chicago – defendant posed as a seller named “Bradley Anatol Wawreniuk” – First Home Mortgage provided \$257,316.23 for closing (Count Seventeen).

6. For purposes of applying the guidelines promulgated by the United States Sentencing Commission, pursuant to Title 28, United States Code, Section 994, the parties agree on the following points:

- (a) Pursuant to Guideline 1B1.11(b)(1), the Sentencing Guidelines Manual in effect as of April 30, 2003, is the appropriate Guidelines Manual to use in this case;
- (b) Pursuant to Guideline 2B1.1(a), the base offense level is 6;

(c) Pursuant to Guideline 2B1.1(b)(1)(I), the offense level must be increased by 16 levels to 22, because the loss caused and intended by defendant's fraud and relevant conduct was more than \$1,000,000;

(d) Pursuant to Guideline 2B1.1(b)(9)(C)(ii), the offense level must be increased by 2 levels to 24, because the offense involved the possession of 5 or more means of identification that were unlawfully produced;

(e) 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 two-level reduction in the offense level, is appropriate. Defendant acknowledges that if he falsely denies or frivolously contests any of the facts underlying this offense or any relevant conduct that the court determines to be true, such a denial would be inconsistent with acceptance of responsibility, and the government's position as to acceptance of responsibility may change;

(f) Defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the court to allocate its resources efficiently, within the meaning of Guideline 3E1.1(b). An additional one-point reduction in the offense level is therefore appropriate, provided the court determines the offense level to be 16 or greater prior to the operation of Guideline 3E1.1(a);

(g) Defendant and his attorney represent that defendant has no criminal convictions which result in criminal history points under the Sentencing Guidelines. Based upon defendant's

representation, the parties agree that defendant's criminal history points will equal 0 and the defendant's criminal history category will be I;

(h) If the court accepts the parties' Guidelines calculations set forth above, defendant's adjusted offense level will be 21, his criminal history category will be I, and the guideline range from the sentencing table will be 37 - 46 months of imprisonment; and

(i) Defendant and his attorney and the government acknowledge that the above calculations are preliminary in nature and based on facts known to the government as of the time of this Plea Agreement. Defendant understands that the United States Probation Office 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 Plea Agreement is not contingent upon the United States Probation Officer's or the Court's concurrence with the above calculations. Defendant understands that the Court is required to consider the applicable Sentencing Guidelines but may depart from those Guidelines under some circumstances.

7. Errors in calculations or interpretation of any of the guidelines may be corrected by either party prior to sentencing. The parties may correct these errors or misinterpretations either by stipulation or by a statement to the United States Probation Office and/or Court setting forth the disagreement as to the correct guidelines and their application. The validity of this Agreement will not be affected by such supplements or corrections, and the defendant shall not have a right to withdraw his plea on the basis of such corrections.

8. Defendant understands that the charge to which he will plead guilty carries a maximum penalty of 30 years of imprisonment, a maximum fine of \$1,000,000 or twice the gross

loss caused by defendant's offense, whichever is greater, and any restitution ordered by the court. The defendant also understands that the charge to which he will plead guilty carries a term of supervised release of at least 3 years and not more than 5 years.

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

10. 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 laypersons 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, it was

persuaded of defendant's guilt beyond a reasonable doubt, and that it was to consider each count separately.

(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.

11. 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. Defendant also is aware that 18 U.S.C. § 3742 affords a defendant the right to appeal the sentence imposed. Acknowledging this, defendant knowingly waives the right to appeal or contest, under 18 U.S.C. § 3742 or 28 U.S.C. § 2255, or otherwise, his conviction and the resulting sentence, in exchange for the concessions made by the United States in this Plea Agreement. The waiver in this paragraph does not apply to claims

of involuntariness, or ineffective assistance of counsel, which relates directly to this waiver or its negotiation.

12. Defendant understands that he may be entitled to have any disputed sentencing facts which could increase his sentence determined at a jury trial under a proof beyond a reasonable doubt standard. Defendant further understands that by pleading guilty, he agrees:

(a) To have his sentence determined under the Sentencing Guidelines;

(b) To waive having sentencing facts alleged in the indictment and found by the jury beyond a reasonable doubt;

(c) To have the court determine his sentencing facts by a preponderance of the evidence; and

(d) To allow the court to consider any reliable evidence, including hearsay, in determining his sentence.

13. Defendant agrees that he will fully and truthfully cooperate with the government in any matter in which he is called upon to cooperate that is related to or results from the charges in the present case. Defendant further agrees to provide complete and truthful information in any investigation and pre-trial preparation, and complete and truthful testimony, if called upon to testify, before any grand jury and United States District Court, and in any related civil or administrative proceeding. Defendant further agrees to postpone his sentencing until after the conclusion of the prosecution of his co-defendants.

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

15. Defendant understands that the information and this Plea Agreement are matters of public record and may be disclosed to any party.

16. Defendant understands that the United States Attorney reserves the right to notify any local government, state, or federal agency, including any local government, state, or federal agency by whom defendant is licensed or with whom defendant does business, of defendant's conviction.

17. 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, and related matters, including all matters in aggravation and mitigation relevant to the issue of sentencing.

18. At the time of sentencing, the government shall make known to the sentencing judge the extent of defendant's cooperation, and, assuming the defendant's full and truthful cooperation, shall move the Court, pursuant to Sentencing Guideline 5K1.1 and 18 U.S.C. § 3553(e), to depart from the applicable sentencing guidelines range, and to impose the specific sentence agreed to by the parties as outlined below. Defendant understands that the decision to depart from the applicable guidelines range rests solely with the Court. However, this Plea Agreement is governed, in part, by Federal Rule of Criminal Procedure 11(c)(1)(C). That is, the parties have agreed that the sentence imposed by the Court shall include a term of imprisonment in the custody of the Bureau of Prisons of sixty-seven percent (67%) of the low-end of the applicable sentencing guidelines range. Other than the agreed term of incarceration, the parties have agreed that the Court remains free to impose the sentence it deems appropriate. If the Court accepts and imposes the agreed term of incarceration set forth, the defendant may not withdraw this plea as a matter of right under Federal Rule of Criminal Procedure 11(e)(3) and (5). If, however, the Court refuses to impose the agreed term of

incarceration set forth herein, thereby rejecting the Plea Agreement, or otherwise refuses to accept the defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound thereto.

19. If defendant's sentence includes a period of supervised release, the government will request that a special condition be imposed, pursuant to 18 U.S.C. § 3583(d), requiring defendant to surrender to a duly authorized immigration official for deportation in accordance with the established procedure provided by the Immigration and Naturalization Act, 8 U.S.C. § 1101, *et seq.*

20. Regarding restitution, the parties agree that the amount of restitution which defendant must be ordered to pay to the victims of his criminal conduct, as set forth in paragraphs 5 and 6 above, is \$1,793,499.73. Defendant understands that Title 18, United States Code, Sections 3663, 3663A, and 3664, and the Sentencing Guidelines Sections 5E1.1 and 5E1.2, set forth the factors to be used in setting a fine and imposing any additional restitution in this case. 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 which the defendant shall be ordered to pay. 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.

21. The forfeiture allegation of the superseding indictment charges that defendant is liable to the United States for approximately \$9,673,359.86, which funds are subject to forfeiture, pursuant to Title 18, United States Code, Section 982(a)(2), because those funds constitute proceeds of violations of sections 1341 (mail fraud) and 1343 (wire fraud), as charged in Counts 1, 8, 14, 15, 16, and 17. Further, the forfeiture allegation of the superseding indictment alleges that certain personal

properties are subject to forfeiture, namely: (1) all funds contained in Account Number 56-162951-8 in the name of "Jan Jestal" at Liberty Bank for Savings, in Chicago, Illinois; (2) all funds contained in Account Number 30-414090-1 in the name of Ioan Corsiuc at Liberty Bank for Savings, in Chicago, Illinois; (3) all funds contained in Account Number 110380437 in the name of Roman Parczewski and Jagoda Kuchrska at Mid-America Bank, in Chicago, Illinois; and (4) a 2002 Bentley Armage 4DSW, VIN: SCBLF34F32CX08596, titled in the state of Illinois in the name of "Jan Rozycki," because those funds constitute proceeds of violations of section 1343 (wire fraud) affecting financial institutions, as charged in Counts 1, 8, 14, 15, 16 and 17. By entry of a guilty plea to Count 16 of the superseding indictment, the defendant understands that the property identified above is subject to forfeiture.

22. Defendant admits that he has no ownership or other property interest in any of the three bank accounts and the automobile which are specifically listed in the forfeiture allegation. Defendant further knowingly waives any claim, or right to assert a claim, that he may have relating to the three bank accounts and the automobile which are listed in the forfeiture allegation.

23. 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 re-sentence the defendant. The defendant understands and agrees that in the event that this Plea Agreement is 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.

24. After sentence has been imposed on Count Sixteen, to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the superseding indictment as to this defendant.

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

26. Defendant and his attorneys 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.

27. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorneys. Defendant acknowledges that he has also had this Plea Agreement translated for him into Polish. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: September 28, 2004

Patrick J. Fitzgerald by  
PATRICK J. FITZGERALD  
United States Attorney

Recko Zbigniew  
ZBIGNIEW RECKO  
Defendant

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Interpreted  
~~Translated~~ from English into Polish for Defendant by:

Agulka A. Teclik on Sept 28, 2004