



U.S. Department of Justice

United States Attorney
District of Connecticut

FILED

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U.S. DISTRICT COURT
HARTFORD CT

July 28, 2015

Tai Park, Esq.
Park Jensen Bennett LLP
40 Wall Street
New York, New York 10005

Re: United States v. Jeffrey Krantz
Criminal No. 3:15cr ()
136 (RNC)

Dear Attorney Park:

This letter confirms the plea agreement between your client, Jeffrey Krantz (the "defendant"), and the United States Attorney's Office for the District of Connecticut (the "Government" or "this Office") concerning the referenced criminal matter.

THE PLEA AND OFFENSE

Jeffrey Krantz agrees to waive his right to be indicted and to plead guilty to a one-count information charging him with wire fraud, in violation of 18 U.S.C. § 1343. The defendant understands that, to be guilty of Count One of the Information, engaging in wire fraud, in violation of 18 U.S.C. § 1343, the following essential elements of the offense must be satisfied:

1. That the defendant devised a scheme to defraud or to obtain money or property by materially false or fraudulent pretenses, representations or promises;
2. That the defendant acted knowingly and willfully to further the scheme;
3. That in advancing, furthering, or carrying out the scheme, the defendant transmitted any writing, signal, or sound by means of a wire, radio, or television communication in interstate commerce or caused the transmission of any writing, signal, or sound of some kind by means of a wire, radio, or television communication in interstate commerce.

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THE PENALTIES

Count One carries a maximum penalty of 20 years' imprisonment and a \$250,000.00 fine. In addition, under 18 U.S.C. § 3583, the Court may impose a term of supervised release of not more than three years to begin at the expiration of any term of imprisonment. The defendant understands that, should he violate any condition of the supervised release, he may be required to serve a further term of imprisonment of up to two years per violation with no credit for time already spent on supervised release.

The defendant also is subject to the alternative fine provision of 18 U.S.C. § 3571. Under this section, the maximum fine that may be imposed on the defendant is the greatest of the following amounts: (1) twice the gross gain to the defendant resulting from the offense; (2) twice the gross loss resulting from the offense; (3) \$250,000.

In addition, the defendant is obligated by 18 U.S.C. § 3013 to pay a special assessment of \$100 on each count of conviction. The defendant agrees to pay the special assessment to the Clerk of the Court on the day the guilty plea is accepted.

The defendant is also subject to restitution, as discussed below. Unless otherwise ordered, should the Court impose a fine or restitution of more than \$2,500 as part of the sentence, interest will be charged on the unpaid balance of the fine or restitution not paid within 15 days after the judgment date. 18 U.S.C. § 3612(f). Other penalties and fines may be assessed on the unpaid balance of a fine or restitution pursuant to 18 U.S.C. § 3572 (h), (i) and § 3612(g).

Restitution

In addition to the other penalties provided by law, the Court must order that the defendant make restitution under 18 U.S.C. § 3663A, and the Government reserves its right to seek restitution on behalf of victims consistent with the provisions of § 3663A. The scope and effect of the order of restitution are set forth in the attached Rider Concerning Restitution. Restitution is payable immediately unless otherwise ordered by the Court.

Regardless of restitution that may be ordered by the Court noted above, the defendant agrees to make restitution in the amount of \$402,650.00. The defendant agrees to make such restitution payments on a schedule determined by the U.S. Probation Office.

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THE SENTENCING GUIDELINES

Applicability

The defendant understands that the Court is required to consider any applicable Sentencing Guidelines as well as other factors enumerated in 18 U.S.C. § 3553(a) to tailor an appropriate sentence in this case and is not bound by this plea agreement. The defendant agrees that the Sentencing Guideline determinations will be made by the Court, by a preponderance of the evidence, based upon input from the defendant, the Government, and the United States Probation Office. The defendant further understands that he has no right to withdraw his guilty plea if his sentence or the Guideline application is other than he anticipated, including if the sentence is outside any of the ranges set forth in this agreement.

Acceptance of Responsibility

At this time, the Government agrees to recommend that the Court reduce by two levels the defendant's adjusted offense level under § 3E1.1(a) of the Sentencing Guidelines, based on the defendant's prompt recognition and affirmative acceptance of personal responsibility for the offense. Moreover, should the defendant qualify for a decrease under § 3E1.1(a) and his offense level determined prior to the operation of subsection (a) is level 16 or greater, the Government will file a motion with the Court pursuant to § 3E1.1(b) which recommends that the Court reduce the defendant's Adjusted Offense Level by one additional level based on his prompt notification of his intention to enter a plea of guilty. The defendant expressly understands that the Court is not obligated to accept the Government's recommendations on the reductions.

The above-listed recommendations are conditioned upon the defendant's affirmative demonstration of acceptance of responsibility, by (1) truthfully admitting the conduct comprising the offense(s) of conviction and truthfully admitting or not falsely denying any additional relevant conduct for which the defendant is accountable under Sentencing Guideline § 1B1.3, and (2) truthfully disclosing to the Probation Office personal information requested, including the submission of a complete and truthful financial statement detailing the defendant's financial condition.

In addition, the Government expressly reserves the right to seek denial of the adjustment for acceptance of responsibility if the defendant engages in any acts, unknown to the Government at the time of the signing of this agreement, which (1) indicate that the defendant has not terminated or withdrawn from criminal conduct or associations (Sentencing Guideline § 3E1.1); (2) could provide a basis for an adjustment for obstructing or impeding the administration of justice (Sentencing

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Guideline § 3C1.1); or (3) constitute a violation of any condition of release. Moreover, the Government reserves the right to seek denial of the adjustment for acceptance of responsibility if the defendant seeks to withdraw his plea of guilty or takes a position at sentencing, or otherwise, which, in the Government's assessment, is inconsistent with affirmative acceptance of personal responsibility. The defendant understands that he may not withdraw his plea of guilty if, for the reasons explained above, the Government does not make one or both of the recommendations or seeks denial of the adjustment for acceptance of responsibility.

Stipulation

Pursuant to § 6B1.4 of the Sentencing Guidelines, the defendant and the Government have entered into a stipulation, which is attached to and made a part of this plea agreement. The defendant understands that this stipulation does not set forth all of the relevant conduct and characteristics that may be considered by the Court for purposes of sentencing. The defendant understands that this stipulation is not binding on the Court. The defendant also understands that the Government and the United States Probation Office are obligated to advise the Court of any additional relevant facts that subsequently come to their attention.

Guideline Stipulation

The parties agree as follows:

The Guidelines Manual in effect on the date of sentencing is used to determine the applicable Guidelines range.

The defendant's base offense level under U.S.S.G. §2B1.1(a)(1) is 7. That level is increased by 10 levels under U.S.S.G. § 2B1.1(b)(G) because the loss was more than \$120,000 but less than \$200,000. Three levels are subtracted under U.S.S.G. § 3E1.1 for acceptance of responsibility, as noted above, resulting in a total offense level of 14.

Based on an initial assessment, the parties agree that the defendant falls within Criminal History Category I. The parties reserve the right to recalculate the defendant's Criminal History Category and corresponding sentencing ranges if this initial assessment proves inaccurate.

A total offense level 14, assuming a Criminal History Category I, would result in a range of 15 to 21 months of imprisonment (sentencing table) and a fine range of \$4,000.00 to \$40,000.00, U.S.S.G. § 5E1.2(c)(3). The defendant is also subject to a supervised release term of 1 years to 3 years. U.S.S.G. § 5D1.2.

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Based on the circumstances of this case, including, but not limited to, the time of the criminal conduct, the electronic parts industry at the time, and the positive proactive steps the Company took while the defendant was the CEO to raise their standards and elevate the Company's Quality Control procedures and counterfeit detection capabilities well before this criminal conduct was discovered, the parties agree that a Guideline range of 0-10 months of imprisonment, including a term of probation or supervised release, is reasonable and that a sentence within the agreed range is reasonable. The government agrees not to seek a sentence above 10 months.

The defendant expressly understands that the Court is not bound by this agreement on the Guideline ranges specified above. The defendant further understands that he will not be permitted to withdraw the plea of guilty if the Court imposes a sentence outside any of the ranges set forth in this agreement.

In the event the Probation Office or the Court contemplates any sentencing calculations different from those stipulated by the parties, the parties reserve the right to respond to any inquiries and make appropriate legal arguments regarding the proposed alternate calculations. Moreover, the parties expressly reserve the right to defend any sentencing determination, even if it differs from that stipulated by the parties, in any post-sentencing proceeding.

Waiver of Right to Appeal or Collaterally Attack Conviction and Sentence

The defendant acknowledges that under certain circumstances he is entitled to challenge his conviction and sentence. The defendant agrees not to appeal or collaterally attack his conviction in any proceeding, including but not limited to a motion under 28 U.S.C. § 2255 and/or § 2241. Nor will he pursue such an appeal or collateral attack to challenge the sentence imposed by the Court if that sentence does not exceed 10 months, a 3-year term of supervised release, a \$402,650.00 order of restitution, a \$40,000 fine and a \$100.00 special assessment, even if the Court imposes such a sentence based on an analysis different from that specified above. The defendant acknowledges that he is knowingly and intelligently waiving these rights. Furthermore, the parties agree that any challenge to the defendant's sentence that is not foreclosed by this provision will be limited to that portion of the sentencing calculation that is inconsistent with (or not addressed by) this waiver. Nothing in the foregoing waiver of appellate and collateral review rights shall preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

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Information to the Court

The Government reserves its right to address the Court with respect to an appropriate sentence to be imposed in this case. Moreover, the Government will discuss the facts of this case, including information regarding the defendant's background and character, 18 U.S.C. § 3661, with the United States Probation Office and will provide the Probation Officer with access to material in its file, with the exception of grand jury material.

WAIVER OF RIGHTS

Waiver of Right to Indictment

The defendant understands that he has the right to have the facts of this case presented to a federal grand jury, consisting of between sixteen and twenty-three citizens, twelve of whom would have to find probable cause to believe that he committed the offense set forth in the information before an indictment could be returned. The defendant acknowledges that he is knowingly and intelligently waiving his right to be indicted.

Waiver of Trial Rights and Consequences of Guilty Plea

The defendant understands that he has the right to be represented by an attorney at every stage of the proceeding and, if necessary, one will be appointed to represent him.

The defendant understands that he has the right to plead not guilty or to persist in that plea if it has already been made, the right to a public trial, the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against him, the right not to be compelled to incriminate himself, the right to testify and present evidence, and the right to compel the attendance of witnesses to testify in his defense. The defendant understands that by pleading guilty he waives and gives up those rights and that, if the plea of guilty is accepted by the Court, there will not be a further trial of any kind.

The defendant understands that, if he pleads guilty, the Court may ask him questions about each offense to which he pleads guilty, and if he answers those questions falsely under oath, on the record, and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making false statements.

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Waiver of Statute of Limitations

The defendant has signed two agreements to toll the statute of limitations for a total period of two years and agrees that this prosecution is not time-barred by any applicable statute of limitation as of the date this plea agreement is signed and waives any claim that the prosecution is time barred. The defendant agrees that, should the conviction following defendant's plea of guilty pursuant to this plea agreement be vacated for any reason, then any prosecution that is not time-barred by the applicable statute of limitations on the date of the signing of this plea agreement (including any indictment or counts the Government has agreed to dismiss at sentencing pursuant to this plea agreement) may be commenced or reinstated against defendant, notwithstanding the expiration of the statute of limitations between the signing of this plea agreement and the commencement or reinstatement of such prosecution. The defendant agrees to waive all defenses based on the statute of limitations with respect to any prosecution that is not time-barred on the date the plea agreement is signed.

ACKNOWLEDGMENT OF GUILT AND VOLUNTARINESS OF PLEA

The defendant acknowledges that he is entering into this agreement and is pleading guilty freely and voluntarily because he is guilty. The defendant further acknowledges that he is entering into this agreement without reliance upon any discussions between the Government and him (other than those described in the plea agreement letter), without promise of benefit of any kind (other than the concessions contained in the plea agreement letter), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges his understanding of the nature of the offense to which he is pleading guilty, including the penalties provided by law. The defendant also acknowledges his complete satisfaction with the representation and advice received from his undersigned attorney. The defendant and his undersigned counsel are unaware of any conflict of interest concerning counsel's representation of the defendant in the case.

SCOPE OF THE AGREEMENT

The defendant acknowledges that this agreement is limited to the undersigned parties and cannot bind any other federal authority, or any state or local authority. The defendant acknowledges that no representations have been made to him with respect to any civil or administrative consequences that may result from this plea of guilty because such matters are solely within the province and discretion of the specific administrative or governmental entity involved. Finally, the defendant acknowledges that this agreement has been reached without regard to any civil tax matters that may be pending or which may arise involving him.

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The defendant further agrees as a condition of this plea agreement that he will not participate in any way, either directly or indirectly, in buying or selling electronic parts, including that of Harry Krantz, LLC ("the Company"), for any term of probation or supervised release that is imposed, not to exceed two years, and such prohibition will begin at the date of sentencing. In addition, the defendant agrees that he will divest himself of any and all control either directly or indirectly over Harry Krantz LLC, and any and all beneficial and/or financial interest, including ownership interest, in Harry Krantz, LLC and will not reacquire such an interest. The defendant and the government agree that the defendant's ownership interest will be sold or conveyed to a trust in which the defendant's wife and children may have a beneficial interest, but in which he will have no beneficial interest, and neither Jeffrey Krantz nor Richard Krantz will be the trustee. With respect to the Company and its shares, the Trustee's sole power will be to appoint a representative to serve on the management board/board of directors of the company and to vote the shares owned by the Trust on matters requiring a vote of shareholders. The representative appointed by the Trustee may not be a member of the defendant's family or any person who was employed by, or held an ownership interest in, the Company in or before 2008.

COLLATERAL CONSEQUENCES

The defendant understands that he will be adjudicated guilty of each offense to which he has pleaded guilty and will be deprived of certain rights, such as the right to hold public office, to serve on a jury, to possess firearms, and in some states, the right to vote. Further, the defendant understands that if he is not a citizen of the United States, a plea of guilty may result in removal from the United States, denial of citizenship, and denial of admission to the United States in the future. The defendant understands that pursuant to section 203(b) of the Justice For All Act, the Bureau of Prisons or the Probation Office will collect a DNA sample from the defendant for analysis and indexing. Finally, the defendant understands that the Government reserves the right to notify any state or federal agency by which he is licensed, or with which he does business, as well as any current or future employer of the fact of his conviction.

SATISFACTION OF FEDERAL CRIMINAL LIABILITY; BREACH

The defendant's guilty plea, if accepted by the Court, will satisfy the federal criminal liability of the defendant in the District of Connecticut as a result of his participation in wire fraud, which forms the basis of the information in this case.

The defendant understands that if, before sentencing, he violates any term or condition of this agreement, engages in any criminal activity, or fails to appear for sentencing, the Government may void all or part of this agreement. If the

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agreement is voided in whole or in part, defendant will not be permitted to withdraw his plea of guilty.

NO OTHER PROMISES

The defendant acknowledges that no other promises, agreements, or conditions have been entered into other than those set forth in this plea agreement, and none will be entered into unless set forth in writing, signed by all the parties.

This letter shall be presented to the Court, in open court, and filed in this case.

Very truly yours,

DEIRDRE M. DALY
UNITED STATES ATTORNEY



FELICE M. DUFFY
ASSISTANT UNITED STATES ATTORNEY


The defendant certifies that he has read this plea agreement letter and its attachment(s) or has had it read or translated to him, that he has had ample time to discuss this agreement and its attachment(s) with counsel and that he fully understands and accepts its terms.



Jeffrey Krantz
The Defendant

7/28/15
Date

I have thoroughly read, reviewed and explained this plea agreement and its attachment(s) to my client who advises me that he understands and accepts its terms.



Tai Park, Esq.
Attorney for the Defendant

7/28/15
Date

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STIPULATION OF OFFENSE CONDUCT

The defendant, Jeffrey Krantz, and the Government stipulate to the following offense conduct and relevant conduct that gives rise to the defendant's agreement to plead guilty to the information:

At all relevant times, Jeffrey Krantz was the CEO and an owner of Harry Krantz, LLC, a company located in New York that bought and sold, among other things, obsolete electronic parts for ultimate use by the U.S. Military and commercial buyers. Jeffrey Warga ("Warga") was the president and owner of Bay Components, LLC ("Bay"), a company located in Rhode Island that bought and sold, among other things, obsolete electronic parts for ultimate use by the U.S. Military and commercial buyers.

In July 2005, Mr. Krantz entered into a business relationship with Warga to sell obsolete military microprocessor chips ("chips") to Bay, which would in turn sell them to a company located in Connecticut ("CT Company"). Mr. Krantz was involved in early discussions with Warga and the CT Company concerning this relationship. Between 2005 and 2008, Harry Krantz, LLC ultimately purchased and sold over a thousand chips to Bay, who then in turn sold them to the CT Company. The chips were marked with certain information, including a certain manufacturer's name and trademark ("Manufacturer A"), a date code, and a military part number. During this period, Mr. Krantz acknowledges that he was aware that the CT Company wanted new and original parts, not falsely remarked parts that purported to be something they were not.

Between August and September 2005, Harry Krantz, LLC bought 330 chips from a domestic supplier that had Manufacturer A's name and trademark, and a date code of 9305 ("9305 chips") and sold the chips to Bay. Mr. Krantz was the salesperson on the invoices for some of these transactions. Bay, in turn, sold the 330 chips to the CT Company. In about late November 2005, Mr. Krantz was informed that those chips were determined by the CT Company to contain the wrong die. The CT Company returned those 9305 chips.

In early 2006, Harry Krantz, LLC received shipments of replacement chips from the same domestic supplier. The shipments included chips that had Manufacturer A's name and trademark, with the date code 9742 ("9742 chips"), as well as chips with the same date code as the first installment- 9305. Harry Krantz, LLC sent the 9742 chips and the 9305 chips to an outside laboratory for testing. The vast majority of the 9305 and the 9742 chips passed military standard 883 Group A and B testing performed by a certified outside laboratory. In March 2006, Harry Krantz, LLC then shipped 141 9305 chips and 137 9742 chips that had passed testing as replacement parts to Bay, along with a small batch of chips that had

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Manufacturer A's name and trademark, with a date code 9832 ("9832 chips") that Harry Krantz, LLC acquired from Lingxin, a parts distributor operating in China. Bay shipped the chips to the CT Company as replacements for the initial 330 rejected chips.

Thereafter, Harry Krantz, LLC purchased hundreds more Lingxin 9832 chips, which it sold to Bay, which in turn sold them to the CT Company. In the fall of 2006, however, the CT Company returned the 141 9305 replacement chips because they were again determined to contain the wrong die. Harry Krantz, LLC replaced the 141 9305 chips with Lingxin 9832 chips and sold them to Bay who sold them to the CT Company. From March 2006 up through and including October 2008, Harry Krantz, LLC sold over 900 Lingxin 9832 chips to Bay to ultimately be sold to the CT Company.

During this period of time, Mr. Krantz acknowledges that he was aware of the increasing risk that parts from China may have been remarked in such a way as to purport to be a new and original part when they were not. Mr. Krantz was also aware that sending parts out for testing by independent labs could not provide certainty that the parts were new and original products. Mr. Krantz acknowledges that in his role as CEO, after the 9305 chips had been tested by an external certified laboratory and had passed and thereafter had been rejected by the CT Company, he did not cause Harry Krantz, LLC to take additional steps to get assurance the parts it sold to Bay and then on to the CT Company were new and original.

At some time in 2008, Mr. Krantz learned at least one Harry Krantz LLC Quality Inspector ("Inspector") believed that at least some of the Lingxin 9832 chips showed indicators of having been remarked and had failed the internal inspection. Several months later, a different Inspector determined that a different batch of Lingxin 9832 chips had failed an internal inspection process and noted that the Inspector believed the parts had been remarked. Mr. Krantz acknowledges that, despite the above indications that the 9832 chips were remarked and had failed his company's internal inspection process, he caused the 9832 chips to be sent out for independent Group A and B testing. After most of the 9832 chips passed testing, Mr. Krantz caused the 9832 chips that had passed the Group A and B testing to be shipped to Bay and on to the CT Company. Mr. Krantz did so without making any effort to ensure that Bay or the CT Company would be informed that some 9832 chips had shown signs of remarking and that the 9832 chips had failed HK's internal quality inspection procedures.

Mr. Krantz acknowledges that he knew destructive testing and verifying date codes were commonly done to assist in the authentication of military parts, and that his company commonly did both for military parts that passed his company's internal inspection. Mr. Krantz acknowledges that he should have caused a greater

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sample of 9832 chips to be subjected to destructive testing, which would have provided a greater assurance of authenticity. In addition, Mr. Krantz agrees that he should have caused employees at Harry Krantz, LLC to contact the manufacturer of the 9832 chips to investigate whether the date code matched production dates for authentic parts. Such steps most likely would have revealed that the parts were falsely remarked.

Mr. Krantz acknowledges that he was aware of a high probability that the 9832 chips were not original chips of Manufacturer A, but were falsely remarked chips that he nonetheless had shipped to Bay. Mr. Krantz further acknowledges that he should have taken additional steps to confirm whether the chips were original and new or, conversely, falsely remarked 9832 chips before having them sent to Bay and the CT Company. Mr. Krantz further acknowledges that he knowingly and wrongfully failed to confirm that the questionable 9832 chips were likely remarked.

Mr. Krantz agrees the loss amount at this time is \$189,343.00, which is based on the sale of the 9832 chips to Bay and the CT Company between 2006 and 2008.

Mr. Krantz acknowledges that half of the cost of replacement of the 9832 chips purchased by the CT Company and ultimately sold to customers after they were discovered to be remarked in 2012 is approximately \$402,650.00, which forms the basis of the restitution agreement for the wire fraud.

Mr. Krantz acknowledges that for the purpose of executing the scheme to defraud described above, he knew emails were used in the ordinary course of the business and to further this scheme and thus he caused, among others, an email to be sent from Warga's email account in Rhode Island to the CT Company's email account in Connecticut and to his email account in New York, which is a wire transmission in interstate commerce.

The written stipulation above is incorporated into the preceding plea agreement. The defendant and the Government reserve their right to present additional relevant offense conduct to the attention of the Court in connection with sentencing.


JEFFREY KRANTZ
The Defendant


FELICE M. DUFFY
ASSISTANT U.S ATTORNEY


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Attorney for the Defendant

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RIDER CONCERNING RESTITUTION

The Court shall order that the defendant make restitution under 18 U.S.C. § 3663A. The order of restitution may include:

1. If the offense resulted in damage to or loss or destruction of property of a victim of the offense, the order of restitution shall require the defendant to:

A. Return the property to the owner of the property or someone designated by the owner; or

B. If return of the property is impossible, impracticable, or inadequate, pay an amount equal to:

The greater of -

(I) the value of the property on the date of the damage, loss, or destruction;
or

(II) the value of the property on the date of sentencing, less the value as of the date the property is returned.

2. In the case of an offense resulting in bodily injury to a victim –

A. Pay an amount equal to the costs of necessary medical and related professional services and devices related to physical, psychiatric, and psychological care; including non-medical care and treatment rendered in accordance with a method of healing recognized by the law of the place of treatment;

B. Pay an amount equal to the cost of necessary physical and occupational therapy and rehabilitation; and

C. Reimburse the victim for income lost by such victim as a result of such offense;

3. In the case of an offense resulting in bodily injury that results in the death of the victim, pay an amount equal to the cost of necessary funeral and related services; and

4. In any case, reimburse the victim for lost income and necessary child care, transportation, and other expenses incurred during participation in the investigation or prosecution of the offense or attendance at proceedings related to the offense.

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The order of restitution has the effect of a civil judgment against the defendant. In addition to the court-ordered restitution, the court may order that the conditions of its order of restitution be made a condition of probation or supervised release. Failure to make restitution as ordered may result in a revocation of probation, or a modification of the conditions of supervised release, or in the defendant being held in contempt under 18 U.S.C. § 3583(e). Failure to pay restitution may also result in the defendant's re-sentencing to any sentence which might originally have been imposed by the Court. *See* 18 U.S.C. §§ 3614; 3613A. The Court may also order that the defendant give notice to any victim(s) of his offense under 18 U.S.C. § 3555.