

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 81

THE PEOPLE OF THE STATE OF NEW YORK

-against-

DEREK T. BARNEY

Defendant.

1822-2021

**PLEA AND SENTENCE
AGREEMENT**

REDACTED PUBLIC VERSION

1. This is the plea and sentence agreement (the “Agreement”) between the New York State Office of the Attorney General (“OAG”) and DEREK T. BARNEY (“Defendant”). This Agreement constitutes the entire agreement between OAG and Defendant. There are no promises, agreements, or conditions, express or implied, between the parties other than those in this Agreement. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties.

2. The Agreement is limited to the OAG and cannot bind any other government agencies.

3. The Agreement will take effect when and if approved by the Court presiding over *People v. Derek T. Barney, et al.*, 1822-2021 (the “Indictment”).

4. Defendant acknowledges that he has had a full and sufficient opportunity to consult with his attorney IAN A. NILES, Esq. (“Counsel”) and is satisfied with Counsel’s services.

FACTUAL BASIS AND PLEA

5. Defendant agrees to plead guilty to the crime of Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of General Business Law §§ 340(1) and 341 charged in Count Six of the Indictment, in full satisfaction of the Indictment as to

Defendant. Defendant understands that the maximum permissible sentence for the crime of Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of General Business Law §§ 340(1) and 341, is four years' incarceration, under General Business Law § 341, and a fine in the amount of \$100,000 for individuals and \$1 million for corporations, under General Business Law § 341, or double Defendant's gain from the commission of the crime, under Penal Law § 80.00.

SENTENCE

6. At the time of Defendant's sentencing according to the plea described in paragraph 5 above, OAG and Defendant shall jointly make a sentencing recommendation to the Court.

7. Provided that Defendants Derek T. Barney and Prime Moving & Trucking LLC have paid full restitution of \$50,000 within two years of the date of his guilty plea, Defendant shall be entitled to withdraw his guilty plea to Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of General Business Law §§ 340(1) and 341, charged in Count 6 of the Indictment, and instead plead guilty to the lesser included offense of Count 6, Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law 110.00 and General Business Law §§ 340(1) and 341. The OAG and Defendant shall jointly recommend to the Court that Defendant be sentenced to a one-year conditional discharge with the following conditions: (1) Defendants Barney and Prime Moving & Trucking LLC shall collectively pay restitution of \$50,000 total to the New York State Office of Victim Services ("OVS"); (2) Defendant shall not commit any further federal, state, or local crimes, and (3) Defendant and any moving companies in which Defendant is an owner, employee, or stakeholder, including but not limited to Prime Moving & Trucking LLC, shall not submit any bids or otherwise seek to do moving business with the New York City Department of

Social Services (“DSS”), the Human Resources Administration (“HRA”), or the Department of Homeless Services (“DHS”) for three years from September 1, 2021.

8. If Defendants Barney and Prime Moving & Trucking LLC have not collectively paid restitution of \$50,000 total within two years of the date of this Agreement, Defendant Barney shall not be entitled to withdraw his guilty plea to the felony charged in Count 6 of the Indictment and the OAG and Defendant shall jointly recommend to the Court that Defendant be sentenced to a conditional discharge for a period of three years with the conditions that (1) Defendants Barney and Prime Moving & Trucking LLC shall collectively pay the balance of the \$50,000 restitution due to OVS; (2) Defendant shall not commit any further federal, state, or local crimes, and (3) Defendant and any moving companies in which Defendant is an owner, employee, or stakeholder, including but not limited to Prime Moving & Trucking, shall not submit any bids or otherwise seek to do moving business with DSS, HRA, or DHS for three years from September 1, 2021. Furthermore, Defendant shall consent to the entry of a restitution order pursuant to Criminal Procedure Law § 420.10(6) for the balance of the \$50,000 restitution due to OVS plus an administrative fee of five percent pursuant to Penal Law § 60.27(8).

9. The OAG agrees to not oppose an application by Defendant to the Court for a Certificate of Relief from Civil Disabilities.

ALLOCUTION

10. Upon Defendant’s guilty plea, Defendant will allocute under oath to the facts and offenses in the Allocution attached to this Agreement as Exhibit A.

RESTITUTION

11. Defendant waives his right to a restitution hearing under Penal Law § 60.27(2).

12. Defendant expressly agrees that the appropriateness and amount of restitution is warranted, accurate and fair. Specifically, Defendant concedes that by the conduct described in

Exhibit A, he received at least \$50,000 from OVS. Defendant agrees to waive any right he might have to later contest the appropriateness or amount of restitution.

WAIVER OF RIGHT TO TRIAL BY JURY

13. Defendant acknowledges that he has waived the right to a trial by jury. By waiving that right, Defendant further acknowledges giving up the rights to: (i) be represented by counsel at trial; (ii) cross-examine witnesses presented by OAG; (iii) remain silent and not incriminate him; (iv) call witnesses or testify on his own behalf; and (v) have OAG prove his guilt beyond a reasonable doubt to a jury of twelve people if tried and who must be unanimous to find him guilty after trial on the Indictment.

14. Defendant understands that by pleading guilty: (i) his plea will operate just like a conviction of guilty after a jury trial; and (ii) if he has a defense to this charge, he is giving up his right to present that defense at trial.

WAIVER OF RIGHT TO APPEAL

15. Defendant shall waive all rights of appeal or review, except for those claims which cannot be waived as described below, and shall sign a written waiver of his right to appeal. Defendant acknowledges that Counsel has advised him of his right to appeal. This knowing and voluntary waiver of Defendant's right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that Defendant is receiving. Defendant understands that this waiver of appellate rights is separate and apart from the rights that he automatically forfeits by pleading guilty.

16. Defendant understands that certain claims cannot be waived, including: involuntariness of the plea; involuntariness or invalidity of the waiver of appeal; ineffective assistance of counsel that goes to the voluntariness of the plea or waiver; illegality of the sentence imposed; lack of jurisdiction of the court; violation of the constitutional right to speedy

trial; lack of competency to stand trial; and the court's failure to consider youthful offender status at sentencing if the defendant is eligible. Defendant understands that by waiving his right to appeal, he would not be giving up the right to take an appeal and argue claims that by law cannot be waived.

IMMIGRATION CONSEQUENCES

17. Defendant acknowledges that he has consulted with Counsel about the immigration consequences of this guilty plea, and has been advised that if he is not a United States citizen, Defendant's guilty plea may subject Defendant to immigration proceedings and removal or deportation from the United States and denial of reentry. Defendant understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. Defendant wishes to plead guilty to the offense in paragraph 5 above, regardless of any immigration consequences of this plea, and even if the plea will cause his removal from the United States. Defendant understands that he is bound by this guilty plea regardless of any immigration consequences of the plea. Accordingly, Defendant waives any and all challenges to this guilty plea and sentence based on any immigration consequences. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any immigration consequences of Defendant's guilty plea.

LICENSING AND OTHER POTENTIAL CONSEQUENCES

18. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any civil lawsuits that may be pending against him. Specifically, Defendant acknowledges that this Agreement does not resolve the Verified Amended Complaint in

redacted

redacted

the “Civil Action”). Defendant

understands and has discussed with Counsel that its guilty plea may be used against him to support a finding of civil liability and monetary damages in the Civil Action.

19. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any professional licenses that Defendant or any business that he owns or operate hold or their ability to obtain any professional license, including but not limited to a license to transport household goods issued by the New York State Department of Transportation or any other federal, state, or local agency.

20. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to his ability and the ability of any business that he owns or participates in to contract or do business with government agencies of the City and State of New York and elsewhere. Specifically, Defendant acknowledges that his guilty plea may result in him being denied, debarred, found non-responsible, declared in default and/or terminated for caused, determined to be ineligible, and/or suspended from bidding, entering into, or maintaining a contract with a government agency or otherwise denied business opportunities.

21. Defendant waives any and all challenges to this guilty plea and sentence based on any potential consequences outlined in this section related to civil claims and liability, licensure, and his ability to contract or do business with government agencies. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any such consequences of Defendant’s guilty plea.

¹ To be redacted in the public version.

FUTURE CONVICTIONS

22. Defendant acknowledges that if he is ever convicted of another crime, the conviction from this plea may be used against him to impose additional or different punishment for a new crime.

VOLUNTARINESS

23. Defendant understands his rights, and the terms and conditions of this Agreement, which Defendant has read completely. Defendant's plea of guilty is given freely, voluntarily, knowingly, intelligently and without coercion of any kind. No threats or promises have been made to Defendant, other than those promises contained in this Agreement, to induce Defendant to plead guilty. Defendant is not under the influence of alcohol, drugs, or medication, nor is there any other mental or physical impairment, which prevents Defendant from understanding these

proceedings or from entering this plea freely, knowingly, intelligently, and voluntarily.

Defendant's mind is clear and judgment is sound.

Dated: New York, New York
October 31, 2023

LETITIA JAMES
Attorney General of the State of New York

By: *Gregory Morril*
Gregory Morril, Assistant Attorney General
Russell Satin, Senior Counsel
Public Integrity Bureau
28 Liberty Street
New York, New York 10005
Gregory.Morril@ag.ny.gov
Tel: (212) 416-6020

I have read this entire Agreement and discussed it with Counsel. I understand all of its terms, am entering into it freely, voluntarily, knowingly, intelligently and without coercion of any kind, and have signed it in the presence of Counsel.

Derek T. Barney
DEREK T. BARNEY
Defendant

10/31/23
Date

Ian A. Niles
IAN A. NILES, Esq.
Attorney for Defendant

10/31/23
Date

EXHIBIT A: ALLOCUTION

My name is Derek T. Barney and I am the owner of Prime Moving & Trucking LLC (“Prime Moving”) and I previously owned One Stop Moving (“One Stop”). I admit that between June 13, 2001 and August 11, 2021, in the County of New York and elsewhere in the State of New York, I made and entered into a contract, agreement, arrangement and combination whereby competition and the free exercise of activity in the conduct of business, trade, and commerce and the furnishing of a service in New York State was restrained.

Specifically, during that time period, I came to an agreement with Frank Lopez Jr., the owner of Baya Inc. (“Baya”) and Avraham “Avi” Cohen, the owner of Avi Moving & Trucking, Inc. (“Avi Moving”); and others in which we all exchanged blank pre-signed bid sheets for our respective moving companies and allowed each other to use them to submit bids to the Human Resources Administration, in New York County, and the Office of Victim Services. I was aware that those agencies had a policy that a client seeking moving services had to obtain bids from three moving companies. Pursuant to our agreement, I caused blank pre-signed bid sheets to be submitted for Baya Inc., Avi Moving, and others and submitted them along with my lower-priced bid to HRA and OVS. I did not reveal to government agencies and their clients that we were completing bid sheets for the other moving companies.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 81

THE PEOPLE OF THE STATE OF NEW YORK

-against-

BAYA INC. (D/B/A “BAYA INC., MOVING &
STORAGE)

Defendant.

1822-2021

**PLEA AND SENTENCE
AGREEMENT**

**PARTIALLY SEALED –
PUBLIC REDACTED VERSION**

1. This is the plea and sentence agreement (the “Agreement”) between the New York State Office of the Attorney General (“OAG”) and BAYA INC. (D/B/A “BAYA INC., MOVING & STORAGE”) (“Defendant”). This Agreement constitutes the entire agreement between OAG and Defendant. There are no promises, agreements, or conditions, express or implied, between the parties other than those in this Agreement. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties.

2. The Agreement is limited to the OAG and cannot bind any other government agencies.

3. The Agreement will take effect when and if approved by the Court presiding over *People v. Derek T. Barney, et al.*, 1822-2021 (the “Indictment”).

4. Defendant acknowledges that it has had a full and sufficient opportunity to consult with its attorney STACEY VAN MALDEN, Esq. (“Counsel”) and is satisfied with Counsel’s services.

FACTUAL BASIS AND PLEA

5. Defendant agrees to plead guilty to the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and

General Business Law §§ 340(1) and 341, a lesser included offense of Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of General Business Law §§ 340(1) and 341, charged in Count Six of the Indictment, in full satisfaction of the Indictment as to Defendant. Defendant understands that the maximum permissible sentence for the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, is 364 days' incarceration, under Penal Law § 70.00, and a fine in the amount of \$1000 or double Defendant's gain from the commission of the crime, under Penal Law § 80.00.

SENTENCE

6. At the time of Defendant's sentencing according to the plea described in paragraph 5 above, OAG and Defendant shall jointly make a sentencing recommendation to the Court.

7. The OAG's consent to the plea described above and the sentencing recommendation outlined below is contingent on Frank Lopez Jr. and Baya Inc. collectively paying full restitution of \$200,000 to the City of New York as directed by OAG. Should Defendant fail to pay \$200,000 restitution before the time of his guilty plea, this Agreement shall be null and void.

8. Provided that Defendant has paid full restitution of \$200,000 before the entry of his guilty plea, the OAG and Defendant shall jointly recommend to the Court that Defendant be sentenced to a one-year conditional discharge with the following conditions: (1) Defendants Frank Lopez Jr. and Baya Inc. shall collectively pay restitution of \$200,000 total to the City of New York; (2) Defendant shall not commit any further federal, state, or local crimes, and (3) Defendant and any moving companies in which Defendant is an owner, employee, or stakeholder, including but not limited to Baya Inc., shall not submit any bids or otherwise seek to

do moving business with the New York City Department of Social Services (“DSS”), the Human Resources Administration (“HRA”), or the Department of Homeless Services (“DHS”) for three years from September 1, 2021.

9. Should Defendant violate any of these conditions, the Court in its discretion may impose any lawful sentence for the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, as set forth above in Paragraph 5.

10. The OAG agrees to not oppose an application by Defendant to the Court for a Certificate of Relief from Civil Disabilities.

ALLOCUTION

11. Upon Defendant’s guilty plea, counsel for Defendant will allocute under oath to the facts and offenses in the Allocution attached to this Agreement as Exhibit A.

RESTITUTION

12. Defendant waives its right to a restitution hearing under Penal Law § 60.27(2).

13. Defendant expressly agrees that the appropriateness and amount of restitution is warranted, accurate and fair. Specifically, Defendant concedes that by participating in the bid-rigging scheme described in Exhibit A, he caused the City of New York, through HRA, to pay at least \$200,000 above the fair market value of moving services provided by Baya Inc. Defendant agrees to waive any right he might have to later contest the appropriateness or amount of restitution.

WAIVER OF RIGHT TO TRIAL BY JURY

14. Defendant acknowledges that it has waived the right to a trial by jury. By waiving that right, Defendant further acknowledges giving up the rights to: (i) be represented by counsel at trial; (ii) cross-examine witnesses presented by OAG; (iii) remain silent and not incriminate

him; (iv) call witnesses or testify on its own behalf; and (v) have OAG prove its guilt beyond a reasonable doubt to a jury of twelve people if tried and who must be unanimous to find it guilty after trial on the Indictment.

15. Defendant understands that by pleading guilty: (i) its plea will operate just like a conviction of guilty after a jury trial; and (ii) if it has a defense to this charge, it is giving up its right to present that defense at trial.

WAIVER OF RIGHT TO APPEAL

16. Defendant shall waive all rights of appeal or review, except for those claims which cannot be waived as described below, and shall sign a written waiver of its right to appeal. Defendant acknowledges that Counsel has advised it of its right to appeal. This knowing and voluntary waiver of Defendant's right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that Defendant is receiving. Defendant understands that this waiver of appellate rights is separate and apart from the rights that it automatically forfeits by pleading guilty.

17. Defendant understands that certain claims cannot be waived, including: involuntariness of the plea; involuntariness or invalidity of the waiver of appeal; ineffective assistance of counsel that goes to the voluntariness of the plea or waiver; illegality of the sentence imposed; lack of jurisdiction of the court; violation of the constitutional right to speedy trial; lack of competency to stand trial; and the court's failure to consider youthful offender status at sentencing if the defendant is eligible. Defendant understands that by waiving its right to appeal, it would not be giving up the right to take an appeal and argue claims that by law cannot be waived.

LICENSING AND OTHER POTENTIAL CONSEQUENCES

18. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any civil lawsuits that may be pending against him. Specifically, Defendant acknowledges that this Agreement does not resolve the Verified Amended Complaint in **redacted** (the “Civil Action”). Defendant understands and has discussed with Counsel that its guilty plea may be used against him to support a finding of civil liability and monetary damages in the Civil Action.

19. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any professional licenses that Defendant or any affiliated business hold or their ability to obtain any professional license, including but not limited to a license to transport household goods issued by the New York State Department of Transportation or any other federal, state, or local agency.

20. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to its ability and the ability of any affiliated business to contract or do business with government agencies of the City and State of New York and elsewhere. Specifically, Defendant acknowledges that its guilty plea may result in it being denied, debarred, found non-responsible, declared in default and/or terminated for caused, determined to be ineligible, and/or suspended from bidding, entering into, or maintaining a contract with a government agency or otherwise denied business opportunities.

¹ To be redacted in the public version.

21. Defendant waives any and all challenges to this guilty plea and sentence based on any potential consequences outlined in this section related to civil claims and liability, licensure and its ability to contract or do business with government agencies. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any such consequences of Defendant's guilty plea.

FUTURE CONVICTIONS

22. Defendant acknowledges that if it is ever convicted of another crime, the conviction from this plea may be used against it to impose additional or different punishment for a new crime.

VOLUNTARINESS

23. Defendant understands its rights, and the terms and conditions of this Agreement, which Defendant has read completely. Defendant's plea of guilty is given freely, voluntarily, knowingly, intelligently and without coercion of any kind. No threats or promises have been made to Defendant, other than those promises contained in this Agreement, to induce Defendant to plead guilty. Defendant is not under the influence of alcohol, drugs, or medication, nor is there any other mental or physical impairment, which prevents Defendant from understanding these

proceedings or from entering this plea freely, knowingly, intelligently, and voluntarily.

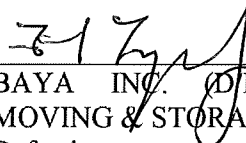
Defendant's mind is clear and judgment is sound.

Dated: New York, New York
October 26, 2023

LETITIA JAMES
Attorney General of the State of New York

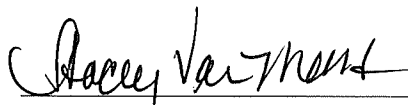
By: _____
Gregory Morril, Assistant Attorney General
Russell Satin, Senior Counsel
Public Integrity Bureau
28 Liberty Street
New York, New York 10005
Gregory.Morril@ag.ny.gov
Tel: (212) 416-6020

I have read this entire Agreement and discussed it with Counsel. I understand all of its terms, am entering into it freely, voluntarily, knowingly, intelligently and without coercion of any kind, and have signed it in the presence of Counsel.



BAYA INC. (D/B/A "BAYA INC.,
MOVING & STORAGE)
Defendant
By FRANK LOPEZ JR., owner

10.25.23
Date



STACEY VAN MALDEN, Esq.
Attorney for Defendant

10.25.23
Date

EXHIBIT A: ALLOCUTION

On behalf of BAYA INC. (D/B/A “BAYA INC., MOVING & STORAGE), I am authorized to admit that from on or about June 13, 2001, to on or about August 11, 2021, in the County of New York and elsewhere in the State of New York, Defendant attempted to make and enter into a contract, agreement, arrangement and combination whereby competition and the free exercise of activity in the conduct of business, trade, and commerce and the furnishing of a service in New York State was restrained.

Specifically, I adopt the factual allocution provided by FRANK LOPEZ JR. and am further authorized to admit that with the conduct described in Mr. Lopez’s allocution, Mr. Lopez acted as a high managerial agent of BAYA INC., within the scope of his employment, and in behalf of the corporation.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 81

THE PEOPLE OF THE STATE OF NEW YORK

-against-

CYNTHIA YEJE-RAMSAROOP.

Defendant.

1822-2021

**PLEA AND SENTENCE
AGREEMENT**

**PARTIALLY SEALED –
REDACTED VERSION**

1. This is the plea and sentence agreement (the “Agreement”) between the New York State Office of the Attorney General (“OAG”) and CYNTHIA YEJE-RAMSAROOP. (“Defendant”). This Agreement constitutes the entire agreement between OAG and Defendant. There are no promises, agreements, or conditions, express or implied, between the parties other than those in this Agreement. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties.

2. The Agreement is limited to the OAG and cannot bind any other government agencies.

3. The Agreement will take effect when and if approved by the Court presiding over *People v. Derek T. Barney, et al.*, 1822-2021 (the “Indictment”).

4. Defendant acknowledges that she has had a full and sufficient opportunity to consult with her attorney RALPH CHERCHIAN, Esq. (“Counsel”) and is satisfied with Counsel’s services.

FACTUAL BASIS AND PLEA

5. Defendant agrees to plead guilty to the crime of Scheme to Defraud in the Second Degree, Penal Law § 190.60(1), a lesser included offense of Scheme to Defraud in the First Degree, Penal Law § 190.65(1)(b), charged in Count Four of the Indictment, in full satisfaction

of the Indictment as to Defendant. Defendant understands that the maximum permissible sentence for the crime of Scheme to Defraud in the Second Degree, Penal Law § 190.60(1), is 364 days' incarceration, under Penal Law § 70.00, and a fine in the amount of \$1000 or double Defendant's gain from the commission of the crime, under Penal Law § 80.00.

SENTENCE

6. At the time of Defendant's sentencing according to the plea described in paragraph 5 above, OAG and Defendant shall jointly make a sentencing recommendation to the Court.

7. The OAG and Defendant shall jointly recommend to the Court that Defendant be sentenced to a conditional discharge for a duration of one year. The conditions of the conditional discharge are that: (1) Defendant shall perform 100 hours of community service at an organization to be approved in advance by OAG; (2) Defendant shall not commit any further federal, state, or local crimes, and (3) Defendant and any business in which Defendant is an owner, employee, or stakeholder, including but not limited to Fastrac Processing LLC (d/b/a "the Office of Eviction Services"), shall not submit any bids on its own behalf or behalf of any other individual or entity and shall not otherwise seek to do business with the New York City Department of Social Services ("DSS"), the Human Resources Administration ("HRA"), or the Department of Homeless Services ("DHS").

8. Should Defendant fail to comply with the terms set forth above, the OAG and Defendant shall jointly recommend to the Court that Defendant be sentenced to 30 days' incarceration.

ALLOCUTION

9. Upon Defendant's guilty plea, Defendant will allocute under oath to the facts and offenses in the Allocution attached to this Agreement as Exhibit A.

RESTITUTION

10. After review of a Financial Disclosure Affidavit submitted by Defendant, OAG and Defendant agree that Defendant does not have the means to pay restitution. The parties have agreed that in lieu of restitution, Defendant shall perform community service as set forth above in Paragraph 7.

WAIVER OF RIGHT TO TRIAL BY JURY

11. Defendant acknowledges that she has waived the right to a trial by jury. By waiving that right, Defendant further acknowledges giving up the rights to: (i) be represented by counsel at trial; (ii) cross-examine witnesses presented by OAG; (iii) remain silent and not incriminate her; (iv) call witnesses or testify on her own behalf; and (v) have OAG prove her guilt beyond a reasonable doubt to a jury of twelve people if tried and who must be unanimous to find her guilty after trial on the Indictment.

12. Defendant understands that by pleading guilty: (i) her plea will operate just like a conviction of guilty after a jury trial; and (ii) if she has a defense to this charge, she is giving up her right to present that defense at trial.

WAIVER OF RIGHT TO APPEAL

13. Defendant shall waive all rights of appeal or review, except for those claims which cannot be waived as described in paragraph 16 below, and shall sign a written waiver of her right to appeal. Defendant acknowledges that Counsel has advised her of her right to appeal. This knowing and voluntary waiver of Defendant's right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that Defendant is receiving. Defendant understands that this waiver of appellate rights is separate and apart from the rights that she automatically forfeits by pleading guilty.

14. Defendant understands that certain claims cannot be waived, including: involuntariness of the plea; involuntariness or invalidity of the waiver of appeal; ineffective assistance of counsel that goes to the voluntariness of the plea or waiver; illegality of the sentence imposed; lack of jurisdiction of the court; violation of the constitutional right to speedy trial; lack of competency to stand trial; and the court's failure to consider youthful offender status at sentencing if the defendant is eligible. Defendant understands that by waiving her right to appeal, she would not be giving up the right to take an appeal and argue claims that by law cannot be waived.

IMMIGRATION CONSEQUENCES

15. Defendant acknowledges that she has consulted with Counsel about the immigration consequences of this guilty plea, and has been advised that if she is not a United States citizen, Defendant's guilty plea may subject Defendant to immigration proceedings and removal or deportation from the United States and denial of reentry. Defendant understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. Defendant wishes to plead guilty to the offense in paragraph 5 above, regardless of any immigration consequences of this plea, and even if the plea will cause her removal from the United States. Defendant understands that she is bound by this guilty plea regardless of any immigration consequences of the plea. Accordingly, Defendant waives any and all challenges to this guilty plea and sentence based on any immigration consequences. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any immigration consequences of Defendant's guilty plea.

LICENSING AND OTHER POTENTIAL CONSEQUENCES

16. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any civil lawsuits that may be pending against her. Specifically, Defendant acknowledges that this Agreement does not resolve the Verified Amended Complaint in **redacted** (the “Civil Action”). Defendant understands and has discussed with Counsel that her guilty plea may be used against her to support a finding of civil liability and monetary damages in the Civil Action.

17. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to her ability and the ability of any business that she owns or participates in to contract or do business with government agencies of the City and State of New York and elsewhere. Specifically, Defendant acknowledges that her guilty plea may result in her being denied, debarred, found non-responsible, declared in default and/or terminated for caused, determined to be ineligible, and/or suspended from bidding, entering into, or maintaining a contract with a government agency or otherwise denied business opportunities.

18. Defendant waives any and all challenges to this guilty plea and sentence based on any potential consequences outlined in this section related to civil lawsuits and her ability to contract or do business with government agencies. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any such consequences of Defendant’s guilty plea.

¹ To be redacted in the public version.

FUTURE CONVICTIONS

19. Defendant acknowledges that if she is ever convicted of another crime, the conviction from this plea may be used against her to impose additional or different punishment for a new crime.

VOLUNTARINESS

20. Defendant understands her rights, and the terms and conditions of this Agreement, which Defendant has read completely. Defendant's plea of guilty is given freely, voluntarily, knowingly, intelligently and without coercion of any kind. No threats or promises have been made to Defendant, other than those promises contained in this Agreement, to induce Defendant to plead guilty. Defendant is not under the influence of alcohol, drugs, or medication, nor is there any other mental or physical impairment, which prevents Defendant from understanding these

proceedings or from entering this plea freely, knowingly, intelligently, and voluntarily.


Defendant's mind is clear and judgment is sound.

Dated: New York, New York
July 18, 2023


LETITIA JAMES
Attorney General of the State of New York

By: 
Gregory Morril, Assistant Attorney General
Russell Satin, Senior Counsel
Public Integrity Bureau
28 Liberty Street
New York, New York 10005
Gregory.Morril@ag.ny.gov
Tel: (212) 416-6020

I have read this entire Agreement and discussed it with Counsel. I understand all of its terms, am entering into it freely, voluntarily, knowingly, intelligently and without coercion of any kind, and have signed it in the presence of Counsel.


CYNTHIA YEJE-RAMSAROOP.
Defendant

7/18/23
Date


RALPH CHERCHIAN, Esq.
Attorney for Defendant

7-18-2023
Date

EXHIBIT A: ALLOCUTION

My name is Cynthia Yeje Ramsaroop. I admit that from on or about June 13, 2001 to on or about August 11, 2021, in the County of New York and elsewhere in the State of New York, I engaged in a scheme constituting a systematic ongoing course of conduct with intent to defraud more than one person and to obtain property from more than one person by false and fraudulent pretenses, representations and promises, and so obtained property from one or more such persons, to wit: the New York State Office of Victim Services (“OVS”) and the New York City Human Resources Administration (“HRA”).

Specifically, I admit that when I worked for “The Office of Eviction Services,” I told public benefit recipients that I could help them obtain three estimates for moving services. Instead of obtaining competitive estimates, I, along with others, would create and submit to HRA or OVS three false, rigged, and inflated bids from Avi Moving & Storage, One Stop Moving, Prime Moving & Storage, Baya Inc., and others. I did so by completing blank pre-signed bid sheets from each of the moving companies. By doing so, I, along with others, were able to decide which of the companies would appear to be the lowest bidder and therefore would be awarded a moving job. I concealed from government agencies and their clients that I was creating false and rigged bids.

When I first started working at “The Office of Eviction Services,” I was paid a salary by Avi Moving & Storage. Starting in approximately 2016, each of the moving companies would instead pay a percentage of any job they won to “The Office of Eviction Services.”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 81

THE PEOPLE OF THE STATE OF NEW YORK

-against-

FASTRAC PROCESSING LLC (d/b/a “the Office
of Eviction Services”)

Defendant.

1822-2021

**PLEA AND SENTENCE
AGREEMENT**

**PARTIALLY SEALED –
REDACTED VERSION**

1. This is the plea and sentence agreement (the “Agreement”) between the New York State Office of the Attorney General (“OAG”) and FASTRAC PROCESSING LLC (D/B/A “THE OFFICE OF EVICTION SERVICES”) (“Defendant”). This Agreement constitutes the entire agreement between OAG and Defendant. There are no promises, agreements, or conditions, express or implied, between the parties other than those in this Agreement. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties.

2. The Agreement is limited to the OAG and cannot bind any other government agencies.

3. The Agreement will take effect when and if approved by the Court presiding over *People v. Derek T. Barney, et al.*, 1822-2021 (the “Indictment”).

4. Defendant acknowledges that it has had a full and sufficient opportunity to consult with its attorney TODD A. SPODEK, Esq. (“Counsel”) and is satisfied with Counsel’s services.

FACTUAL BASIS AND PLEA

5. Defendant agrees to plead guilty to the crime of Scheme to Defraud in the Second Degree, Penal Law § 190.60(1), a lesser included offense of Scheme to Defraud in the First

Degree, Penal Law § 190.65(1)(b), charged in Count Four of the Indictment, in full satisfaction of the Indictment as to Defendant. Defendant understands that the maximum permissible sentence for the crime of Scheme to Defraud in the Second Degree, Penal Law § 190.60(1), is a fine in the amount of \$1000 or double Defendant's gain from the commission of the crime, under Penal Law § 80.00.

SENTENCE

6. At the time of Defendant's sentencing according to the plea described in paragraph 5 above, OAG and Defendant shall jointly make a sentencing recommendation to the Court.

7. The OAG and Defendant shall jointly recommend to the Court that Defendant be sentenced to a conditional discharge for a duration of one year. The conditions of the conditional discharge are that: (1) Defendant, by its owner Gennovee Yeje, shall perform 100 hours of community service at an organization to be approved in advance by OAG; (2) Defendant shall not commit any further federal, state, or local crimes, and (3) Defendant shall not submit any bids on its own behalf or behalf of any other individual or entity and shall not otherwise seek to do business with the New York City Department of Social Services ("DSS"), the Human Resources Administration ("HRA"), or the Department of Homeless Services ("DHS").

8. Should Defendant fail to comply with the terms set forth above, the Court in its discretion may impose any lawful sentence for a violation of Scheme to Defraud in the Second Degree, Penal Law § 190.60.

ALLOCUTION

9. Upon Defendant's guilty plea, Defendant will allocute under oath to the facts and offenses in the Allocution attached to this Agreement as Exhibit A.

RESTITUTION

10. After review of a Financial Disclosure Affidavit submitted by Defendant, OAG and Defendant agree that Defendant does not have the means to pay restitution. The parties have agreed that in lieu of restitution, Defendant by its owner Gennopee Yeje shall perform community service as set forth above in Paragraph 7.

WAIVER OF RIGHT TO TRIAL BY JURY

11. Defendant acknowledges that it has waived the right to a trial by jury. By waiving that right, Defendant further acknowledges giving up the rights to: (i) be represented by counsel at trial; (ii) cross-examine witnesses presented by OAG; (iii) remain silent and not incriminate it; (iv) call witnesses or testify on its own behalf; and (v) have OAG prove its guilt beyond a reasonable doubt to a jury of twelve people if tried and who must be unanimous to find it guilty after trial on the Indictment.

12. Defendant understands that by pleading guilty: (i) its plea will operate just like a conviction of guilty after a jury trial; and (ii) if it has a defense to this charge, it is giving up its right to present that defense at trial.

WAIVER OF RIGHT TO APPEAL

13. Defendant shall waive all rights of appeal or review, except for those claims which cannot be waived as described in paragraph 16 below, and shall sign a written waiver of its right to appeal. Defendant acknowledges that Counsel has advised it of its right to appeal. This knowing and voluntary waiver of Defendant's right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that Defendant is receiving. Defendant understands that this waiver of appellate rights is separate and apart from the rights that it automatically forfeits by pleading guilty.

14. Defendant understands that certain claims cannot be waived, including: involuntariness of the plea; involuntariness or invalidity of the waiver of appeal; ineffective assistance of counsel that goes to the voluntariness of the plea or waiver; illegality of the sentence imposed; lack of jurisdiction of the court; violation of the constitutional right to speedy trial; lack of competency to stand trial; and the court’s failure to consider youthful offender status at sentencing if the defendant is eligible. Defendant understands that by waiving its right to appeal, it would not be giving up the right to take an appeal and argue claims that by law cannot be waived.

LICENSING AND OTHER POTENTIAL CONSEQUENCES

15. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any civil lawsuits that may be pending against it. Specifically, Defendant acknowledges that this Agreement does not resolve the Verified Amended Complaint in **redacted**
redacted
redacted (the “Civil Action”). Defendant understands and has discussed with Counsel that its guilty plea may be used against it to support a finding of civil liability and monetary damages in the Civil Action.

16. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to its ability and the ability of any business that it owns or participates in to contract or do business with government agencies of the City and State of New York and elsewhere. Specifically, Defendant acknowledges that its guilty plea may result

¹ To be redacted in the public version.

in its being denied, debarred, found non-responsible, declared in default and/or terminated for caused, determined to be ineligible, and/or suspended from bidding, entering into, or maintaining a contract with a government agency or otherwise denied business opportunities.

17. Defendant waives any and all challenges to this guilty plea and sentence based on any potential consequences outlined in this section related to civil lawsuits and its ability to contract or do business with government agencies. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any such consequences of Defendant's guilty plea.

FUTURE CONVICTIONS

18. Defendant acknowledges that if it is ever convicted of another crime, the conviction from this plea may be used against it to impose additional or different punishment for a new crime.

VOLUNTARINESS

19. Defendant understands its rights, and the terms and conditions of this Agreement, which Defendant has read completely. Defendant's plea of guilty is given freely, voluntarily, knowingly, intelligently and without coercion of any kind. No threats or promises have been made to Defendant, other than those promises contained in this Agreement, to induce Defendant to plead guilty. Defendant is not under the influence of alcohol, drugs, or medication, nor is there any other mental or physical impairment, which prevents Defendant from understanding these

proceedings or from entering this plea freely, knowingly, intelligently, and voluntarily.

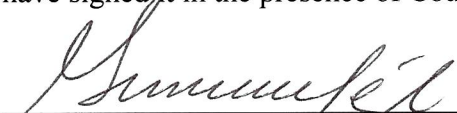
Defendant's mind is clear and judgment is sound.

Dated: New York, New York
July 18, 2023

LETITIA JAMES
Attorney General of the State of New York

By: 
Gregory Morril, Assistant Attorney General
Russell Satin, Senior Counsel
Public Integrity Bureau
28 Liberty Street
New York, New York 10005
Gregory.Morril@ag.ny.gov
Tel: (212) 416-6020

I have read this entire Agreement and discussed it with Counsel. I understand all of its terms, am entering into it freely, voluntarily, knowingly, intelligently and without coercion of any kind, and have signed it in the presence of Counsel.


FASTRAC PROCESSING LLC (D/B/A
"THE OFFICE OF EVICTION
SERVICES")
Defendant
By Gennovee Yeje, Owner

7/18/23
Date


TODD A. SPODEK, Esq.
Attorney for Defendant

7/18/23
Date

EXHIBIT A: ALLOCUTION

My name is Gennopee Yeje. I am the owner of Fastrac Processing LLC, which does business as “The Office of Eviction Services.” I admit that from on or about June 13, 2001 to on or about August 11, 2021, in the County of New York and elsewhere in the State of New York, Fastrac Processing LLC engaged in a scheme constituting a systematic ongoing course of conduct with intent to defraud more than one person and to obtain property from more than one person by false and fraudulent pretenses, representations and promises, and so obtained property from one or more such persons, to wit: the New York State Office of Victim Services (“OVS”) and the New York City Human Resources Administration (“HRA”).

On behalf of Fastrac Processing LLC, I adopt the allocution that I provided in my personal capacity. I further admit that with my conduct I acted as a high managerial agent of Fastrac Processing LLC, within the scope of my employment, and in behalf of the corporation.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 81

THE PEOPLE OF THE STATE OF NEW YORK

-against-

FRANK LOPEZ JR.

Defendant.

1822-2021

**PLEA AND SENTENCE
AGREEMENT**

**PARTIALLY SEALED –
PUBLIC REDACTED VERSION**

1. This is the plea and sentence agreement (the “Agreement”) between the New York State Office of the Attorney General (“OAG”) and FRANK LOPEZ JR. (“Defendant”). This Agreement constitutes the entire agreement between OAG and Defendant. There are no promises, agreements, or conditions, express or implied, between the parties other than those in this Agreement. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties.

2. The Agreement is limited to the OAG and cannot bind any other government agencies.

3. The Agreement will take effect when and if approved by the Court presiding over *People v. Derek T. Barney, et al.*, 1822-2021 (the “Indictment”).

4. Defendant acknowledges that he has had a full and sufficient opportunity to consult with his attorney STACEY VAN MALDEN, Esq. (“Counsel”) and is satisfied with Counsel’s services.

FACTUAL BASIS AND PLEA

5. Defendant agrees to plead guilty to the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, a lesser included offense of Contract, Agreement,

Arrangement or Combination in Restraint of Trade, in violation of General Business Law §§ 340(1) and 341, charged in Count Six of the Indictment, in full satisfaction of the Indictment as to Defendant. Defendant understands that the maximum permissible sentence for the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, is 364 days' incarceration, under Penal Law § 70.00, and a fine in the amount of \$1000 or double Defendant's gain from the commission of the crime, under Penal Law § 80.00.

SENTENCE

6. At the time of Defendant's sentencing according to the plea described in paragraph 5 above, OAG and Defendant shall jointly make a sentencing recommendation to the Court.

7. The OAG's consent to the plea described above and the sentencing recommendation outlined below is contingent on Frank Lopez Jr. and Baya Inc. collectively paying full restitution of \$200,000 to the City of New York as directed by OAG. Should Defendant fail to pay \$200,000 restitution before the time of his guilty plea, this Agreement shall be null and void.

8. Provided that Defendant has paid full restitution of \$200,000 before the entry of his guilty plea, the OAG and Defendant shall jointly recommend to the Court that Defendant be sentenced to a one-year conditional discharge with the following conditions: (1) Defendants Frank Lopez Jr. and Baya Inc. shall collectively pay restitution of \$200,000 total to the City of New York; (2) Defendant shall not commit any further federal, state, or local crimes, and (3) Defendant and any moving companies in which Defendant is an owner, employee, or stakeholder, including but not limited to Baya Inc., shall not submit any bids or otherwise seek to do moving business with the New York City Department of Social Services ("DSS"), the Human

Resources Administration (“HRA”), or the Department of Homeless Services (“DHS”) for three years from September 1, 2021.

9. Should Defendant violate any of these conditions, the Court in its discretion may impose any lawful sentence for the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, as set forth above in Paragraph 5.

10. The OAG agrees to not oppose an application by Defendant to the Court for a Certificate of Relief from Civil Disabilities.

ALLOCUTION

11. Upon Defendant’s guilty plea, Defendant will allocute under oath to the facts and offenses in the Allocution attached to this Agreement as Exhibit A.

RESTITUTION

12. Defendant waives his right to a restitution hearing under Penal Law § 60.27(2).

13. Defendant expressly agrees that the appropriateness and amount of restitution is warranted, accurate and fair. Specifically, Defendant concedes that by participating in the bid-rigging scheme described in Exhibit A, he caused the City of New York, through HRA, to pay at least \$200,000 above the fair market value of moving services provided by Baya Inc. Defendant agrees to waive any right he might have to later contest the appropriateness or amount of restitution.

WAIVER OF RIGHT TO TRIAL BY JURY

14. Defendant acknowledges that he has waived the right to a trial by jury. By waiving that right, Defendant further acknowledges giving up the rights to: (i) be represented by counsel at trial; (ii) cross-examine witnesses presented by OAG; (iii) remain silent and not incriminate him; (iv) call witnesses or testify on his own behalf; and (v) have OAG prove his

guilt beyond a reasonable doubt to a jury of twelve people if tried and who must be unanimous to find him guilty after trial on the Indictment.

15. Defendant understands that by pleading guilty: (i) his plea will operate just like a conviction of guilty after a jury trial; and (ii) if he has a defense to this charge, he is giving up his right to present that defense at trial.

WAIVER OF RIGHT TO APPEAL

16. Defendant shall waive all rights of appeal or review, except for those claims which cannot be waived as described below, and shall sign a written waiver of his right to appeal. Defendant acknowledges that Counsel has advised him of his right to appeal. This knowing and voluntary waiver of Defendant's right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that Defendant is receiving. Defendant understands that this waiver of appellate rights is separate and apart from the rights that he automatically forfeits by pleading guilty.

17. Defendant understands that certain claims cannot be waived, including: involuntariness of the plea; involuntariness or invalidity of the waiver of appeal; ineffective assistance of counsel that goes to the voluntariness of the plea or waiver; illegality of the sentence imposed; lack of jurisdiction of the court; violation of the constitutional right to speedy trial; lack of competency to stand trial; and the court's failure to consider youthful offender status at sentencing if the defendant is eligible. Defendant understands that by waiving his right to appeal, he would not be giving up the right to take an appeal and argue claims that by law cannot be waived.

IMMIGRATION CONSEQUENCES

18. Defendant acknowledges that he has consulted with Counsel about the immigration consequences of this guilty plea, and has been advised that if he is not a United

States citizen, Defendant's guilty plea may subject Defendant to immigration proceedings and removal or deportation from the United States and denial of reentry. Defendant understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. Defendant wishes to plead guilty to the offense in paragraph 5 above, regardless of any immigration consequences of this plea, and even if the plea will cause his removal from the United States. Defendant understands that he is bound by this guilty plea regardless of any immigration consequences of the plea. Accordingly, Defendant waives any and all challenges to this guilty plea and sentence based on any immigration consequences. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any immigration consequences of Defendant's guilty plea.

LICENSING AND OTHER POTENTIAL CONSEQUENCES

19. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any civil lawsuits that may be pending against him. Specifically, Defendant acknowledges that this Agreement does not resolve the Verified Amended Complaint in **redacted** **redacted** the "Civil Action"). Defendant understands and has discussed with Counsel that its guilty plea may be used against him to support a finding of civil liability and monetary damages in the Civil Action.

¹ To be redacted in the public version.

20. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any professional licenses that Defendant or any business that he owns or operate hold or their ability to obtain any professional license, including but not limited to a license to transport household goods issued by the New York State Department of Transportation or any other federal, state, or local agency.

21. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to his ability and the ability of any business that he owns or participates in to contract or do business with government agencies of the City and State of New York and elsewhere. Specifically, Defendant acknowledges that his guilty plea may result in him being denied, debarred, found non-responsible, declared in default and/or terminated for caused, determined to be ineligible, and/or suspended from bidding, entering into, or maintaining a contract with a government agency or otherwise denied business opportunities.

22. Defendant waives any and all challenges to this guilty plea and sentence based on any potential consequences outlined in this section related to civil claims and liability, licensure, and his ability to contract or do business with government agencies. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any such consequences of Defendant's guilty plea.

FUTURE CONVICTIONS

23. Defendant acknowledges that if he is ever convicted of another crime, the conviction from this plea may be used against him to impose additional or different punishment for a new crime.

VOLUNTARINESS

24. Defendant understands his rights, and the terms and conditions of this Agreement, which Defendant has read completely. Defendant's plea of guilty is given freely, voluntarily, knowingly, intelligently and without coercion of any kind. No threats or promises have been made to Defendant, other than those promises contained in this Agreement, to induce Defendant to plead guilty. Defendant is not under the influence of alcohol, drugs, or medication, nor is there any other mental or physical impairment, which prevents Defendant from understanding these

proceedings or from entering this plea freely, knowingly, intelligently, and voluntarily.

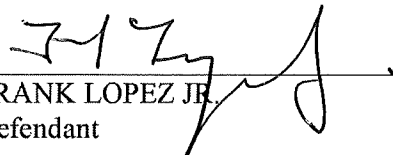
Defendant's mind is clear and judgment is sound.

Dated: New York, New York
October 26, 2023

LETITIA JAMES
Attorney General of the State of New York

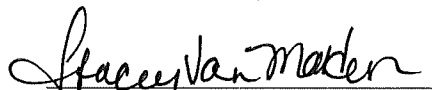
By: _____
Gregory Morril, Assistant Attorney General
Russell Satin, Senior Counsel
Public Integrity Bureau
28 Liberty Street
New York, New York 10005
Gregory.Morril@ag.ny.gov
Tel: (212) 416-6020

I have read this entire Agreement and discussed it with Counsel. I understand all of its terms, am entering into it freely, voluntarily, knowingly, intelligently and without coercion of any kind, and have signed it in the presence of Counsel.



FRANK LOPEZ JR.
Defendant

10.25.23
Date



STACEY VAN MALDEN, Esq.
Attorney for Defendant

10.25.23
Date

EXHIBIT A: ALLOCUTION

My name is Frank Lopez Jr. and I am the owner of Baya Inc. (“Baya”). I admit that from on or about June 13, 2001 to on or about August 11, 2021, in the County of New York and elsewhere in the State of New York, I attempted to make and enter into a contract, agreement, arrangement and combination whereby competition and the free exercise of activity in the conduct of business, trade, and commerce and the furnishing of a service in New York State was restrained.

Specifically, I, along with Derek Barney, the owner of One Stop Moving (“One Stop”) and Prime Moving & Trucking LLC (“Prime Moving”), and Avraham “Avi” Cohen, the owner of Avi Moving & Trucking, Inc. (“Avi Moving”); and others exchanged blank pre-signed bid sheets for our respective moving companies and allowed each other to use them to submit bids to the New York City Human Resources Administration (“HRA”), in New York County, and the New York State Office of Victim Services (“OVS”). I was aware that during certain times HRA and OVS had policies requiring clients seeking moving services to obtain bids from three moving companies. When a prospective client called Baya, my employees told the client that Baya would obtain three bids for them. Instead of obtaining bids from other moving companies, Baya employees would complete two blank pre-signed bid sheets for One Stop, Prime Moving, Avi Moving, and others and submit them along with a lower-priced bid from Baya to HRA and OVS. Baya and I did not reveal to government agencies and their clients that we were completing bid sheets for the other moving companies.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 81

THE PEOPLE OF THE STATE OF NEW YORK

-against-

PRIME MOVING & TRUCKING LLC

Defendant.

1822-2021

**PLEA AND SENTENCE
AGREEMENT**

REDACTED PUBLIC VERSION

1. This is the plea and sentence agreement (the “Agreement”) between the New York State Office of the Attorney General (“OAG”) and PRIME MOVING & TRUCKING LLC (“Defendant”). This Agreement constitutes the entire agreement between OAG and Defendant. There are no promises, agreements, or conditions, express or implied, between the parties other than those in this Agreement. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties.

2. The Agreement is limited to the OAG and cannot bind any other government agencies.

3. The Agreement will take effect when and if approved by the Court presiding over *People v. Derek T. Barney, et al.*, 1822-2021 (the “Indictment”).

4. Defendant acknowledges that it has had a full and sufficient opportunity to consult with its attorney IAN A. NILES, Esq. (“Counsel”) and is satisfied with Counsel’s services.

FACTUAL BASIS AND PLEA

5. Defendant agrees to plead guilty to the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, a lesser included offense of Contract, Agreement,

Arrangement or Combination in Restraint of Trade, in violation of General Business Law §§ 340(1) and 341, charged in Count Six of the Indictment, in full satisfaction of the Indictment as to Defendant. Defendant understands that the maximum permissible sentence for the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, is a fine in the amount of \$5,000 or double Defendant's gain from the commission of the crime, under Penal Law § 80.10.

SENTENCE

6. At the time of Defendant's sentencing according to the plea described in paragraph 5 above, OAG and Defendant shall jointly make a sentencing recommendation to the Court.

7. The OAG and Defendant shall jointly recommend to the Court that Defendant be sentenced to a one-year conditional discharge with the following conditions: (1) Defendants Barney and Prime Moving & Trucking LLC shall collectively pay restitution of \$50,000 total to the New York State Office of Victim Services ("OVS"); (2) Defendant shall not commit any further federal, state, or local crimes, and (3) Defendant and any affiliated, subsidiary, and parent companies, including but not limited to Prime Moving & Trucking LLC, shall not submit any bids or otherwise seek to do moving business with the New York City Department of Social Services ("DSS"), the Human Resources Administration ("HRA"), or the Department of Homeless Services ("DHS") for three years from September 1, 2021.

8. Should Defendant violate any of these conditions, the Court in its discretion may impose any lawful sentence for the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, as set forth above in Paragraph 5.

9. If Defendants Barney and Prime Moving & Trucking LLC have not collectively paid restitution of \$50,000 total within two years of the date of this Agreement, Defendant Prime Moving & Trucking LLC shall consent to the entry of a restitution order pursuant to Criminal Procedure Law § 420.10(6) for the balance of the \$50,000 restitution due to OVS plus an administrative fee of five percent pursuant to Penal Law § 60.27(8).

10. The OAG agrees to not oppose an application by Defendant to the Court for a Certificate of Relief from Civil Disabilities.

ALLOCUTION

11. Upon Defendant's guilty plea, counsel for Defendant will allocute under oath to the facts and offenses in the Allocution attached to this Agreement as Exhibit A.

RESTITUTION

12. Defendant waives its right to a restitution hearing under Penal Law § 60.27(2).

13. Defendant expressly agrees that the appropriateness and amount of restitution is warranted, accurate and fair. Specifically, Defendant concedes that by the conduct described in Exhibit A, it received at least \$50,000 from OVS. Defendant agrees to waive any right it might have to later contest the appropriateness or amount of restitution.

WAIVER OF RIGHT TO TRIAL BY JURY

14. Defendant acknowledges that it has waived the right to a trial by jury. By waiving that right, Defendant further acknowledges giving up the rights to: (i) be represented by counsel at trial; (ii) cross-examine witnesses presented by OAG; (iii) remain silent and not incriminate him; (iv) call witnesses or testify on its own behalf; and (v) have OAG prove its guilt beyond a reasonable doubt to a jury of twelve people if tried and who must be unanimous to find it guilty after trial on the Indictment.

15. Defendant understands that by pleading guilty: (i) its plea will operate just like a conviction of guilty after a jury trial; and (ii) if it has a defense to this charge, it is giving up its right to present that defense at trial.

WAIVER OF RIGHT TO APPEAL

16. Defendant shall waive all rights of appeal or review, except for those claims which cannot be waived as described below, and shall sign a written waiver of its right to appeal. Defendant acknowledges that Counsel has advised it of its right to appeal. This knowing and voluntary waiver of Defendant's right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that Defendant is receiving. Defendant understands that this waiver of appellate rights is separate and apart from the rights that it automatically forfeits by pleading guilty.

17. Defendant understands that certain claims cannot be waived, including: involuntariness of the plea; involuntariness or invalidity of the waiver of appeal; ineffective assistance of counsel that goes to the voluntariness of the plea or waiver; illegality of the sentence imposed; lack of jurisdiction of the court; violation of the constitutional right to speedy trial; lack of competency to stand trial; and the court's failure to consider youthful offender status at sentencing if the defendant is eligible. Defendant understands that by waiving its right to appeal, it would not be giving up the right to take an appeal and argue claims that by law cannot be waived.

LICENSING AND OTHER POTENTIAL CONSEQUENCES

18. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any civil lawsuits that may be pending against him. Specifically, Defendant acknowledges that this Agreement does not resolve the Verified Amended Complaint i

redacted

redacted

(the "Civil Action"). Defendant

understands and has discussed with Counsel that its guilty plea may be used against him to support a finding of civil liability and monetary damages in the Civil Action.

19. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any professional licenses that Defendant or any affiliated business hold or their ability to obtain any professional license, including but not limited to a license to transport household goods issued by the New York State Department of Transportation or any other federal, state, or local agency.

20. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to its ability and the ability of any affiliated business to contract or do business with government agencies of the City and State of New York and elsewhere. Specifically, Defendant acknowledges that its guilty plea may result in it being denied, debarred, found non-responsible, declared in default and/or terminated for caused, determined to be ineligible, and/or suspended from bidding, entering into, or maintaining a contract with a government agency or otherwise denied business opportunities.

21. Defendant waives any and all challenges to this guilty plea and sentence based on any potential consequences outlined in this section related to civil claims and liability, licensure and its ability to contract or do business with government agencies. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging

¹ To be redacted in the public version.

this guilty plea, conviction, or sentence, based on any such consequences of Defendant's guilty plea.

FUTURE CONVICTIONS

22. Defendant acknowledges that if it is ever convicted of another crime, the conviction from this plea may be used against it to impose additional or different punishment for a new crime.

VOLUNTARINESS

23. Defendant understands its rights, and the terms and conditions of this Agreement, which Defendant has read completely. Defendant's plea of guilty is given freely, voluntarily, knowingly, intelligently and without coercion of any kind. No threats or promises have been made to Defendant, other than those promises contained in this Agreement, to induce Defendant to plead guilty. Defendant is not under the influence of alcohol, drugs, or medication, nor is there any other mental or physical impairment, which prevents Defendant from understanding these

proceedings or from entering this plea freely, knowingly, intelligently, and voluntarily.

Defendant's mind is clear and judgment is sound.

Dated: New York, New York
October 31, 2023

LETITIA JAMES
Attorney General of the State of New York

By: Gregory Morril
Gregory Morril, Assistant Attorney General
Russell Satin, Senior Counsel
Public Integrity Bureau
28 Liberty Street
New York, New York 10005
Gregory.Morril@ag.ny.gov
Tel: (212) 416-6020

I have read this entire Agreement and discussed it with Counsel. I understand all of its terms, am entering into it freely, voluntarily, knowingly, intelligently and without coercion of any kind, and have signed it in the presence of Counsel.

Derek T. Barney
PRIME MOVING & TRUCKING LLC
Defendant
By DEREK T. BARNEY, owner

10/31/23
Date

Ian A. Niles
IAN A. NILES, Esq.
Attorney for Defendant

10/31/23
Date

EXHIBIT A: ALLOCUTION

On behalf of PRIME MOVING & TRUCKING LLC, I am authorized to admit that between June 13, 2001 and August 11, 2021, in the County of New York and elsewhere in the State of New York, Defendant attempted to make and enter into a contract, agreement, arrangement and combination whereby competition and the free exercise of activity in the conduct of business, trade, and commerce and the furnishing of a service in New York State was restrained.

Specifically, I adopt the factual allocution provided by DEREK BARNEY and am further authorized to admit that with the conduct described in Mr. Barney's allocution, Mr. Barney acted as a high managerial agent of PRIME MOVING & TRUCKING LLC, within the scope of his employment, and in behalf of the corporation.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 81

THE PEOPLE OF THE STATE OF NEW YORK

-against-

AVRAHAM “AVI” COHEN

Defendant.

1822-2021

**PLEA AND SENTENCE
AGREEMENT**

**PARTIALLY SEALED –
PUBLIC REDACTED VERSION**

1. This is the plea and sentence agreement (the “Agreement”) between the New York State Office of the Attorney General (“OAG”) and AVRAHAM “AVI” COHEN (“Defendant”). This Agreement constitutes the entire agreement between OAG and Defendant. There are no promises, agreements, or conditions, express or implied, between the parties other than those in this Agreement. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties.
2. The Agreement is limited to the OAG and cannot bind any other government agencies.
3. The Agreement will take effect when and if approved by the Court presiding over *People v. Derek T. Barney, et al.*, 1822-2021 (the “Indictment”).
4. Defendant acknowledges that he has had a full and sufficient opportunity to consult with his attorneys ALAN FUTERFAS, Esq. and ELLEN B. RESNICK, Esq. (“Counsel”) and is satisfied with Counsel’s services.

FACTUAL BASIS AND PLEA

5. Defendant agrees to plead guilty to the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, a lesser included offense of Contract, Agreement,

Arrangement or Combination in Restraint of Trade, in violation of General Business Law §§ 340(1) and 341, charged in Count Six of the Indictment, in full satisfaction of the Indictment as to Defendant. Defendant understands that the maximum permissible sentence for the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, is 364 days' incarceration, under Penal Law § 70.00, and a fine in the amount of \$1000 or double Defendant's gain from the commission of the crime, under Penal Law § 80.00.

SENTENCE

6. At the time of Defendant's sentencing according to the plea described in paragraph 5 above, OAG and Defendant shall jointly make a sentencing recommendation to the Court.

7. Defendant and OAG stipulate that this Agreement is contingent on the following condition precedent: Defendants AVRAHAM "AVI" COHEN and AVI MOVING & TRUCKING INC. (D/B/A "AVI MOVING & STORAGE") both reach an agreement to resolve all civil claims and liability against both Defendants in **redacted** (the "Civil Action") and collectively pay \$600,000 total to the City and State of New York as directed by OAG. Should this condition not be satisfied in full, this Agreement shall be null and void.

¹ To be redacted in the public version.

8. Provided that the foregoing condition is satisfied before Defendant enters his plea, the OAG and Defendant shall jointly recommend to the Court that Defendant be sentenced to a one-year conditional discharge with the following conditions: (1) Defendants AVRAHAM “AVI” COHEN and AVI MOVING & TRUCKING INC. (D/B/A “AVI MOVING & STORAGE”) shall collectively pay \$600,000 total to the City and State of New York before his plea is entered pursuant to the settlement of the Civil Action; (2) Defendant shall not commit any further federal, state, or local crimes, and (3) Defendant and any moving companies in which Defendant is an owner, employee, or stakeholder, including but not limited to Avi Moving & Trucking, Inc., shall not submit any bids or otherwise seek to do moving business with the New York City Department of Social Services (“DSS”), the Human Resources Administration (“HRA”), or the Department of Homeless Services (“DHS”) for one year from the date sentence is imposed.

9. Should Defendant violate any of these conditions, the Court in its discretion may impose any lawful sentence for the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, as set forth above in Paragraph 5.

10. The OAG agrees to not oppose an application by Defendant to the Court for a Certificate of Relief from Civil Disabilities.

ALLOCUTION

11. Upon Defendant’s guilty plea, Defendant will allocute under oath to the facts and offenses in the Allocution attached to this Agreement as Exhibit A.

WAIVER OF RIGHT TO TRIAL BY JURY

12. Defendant acknowledges that he has waived the right to a trial by jury. By waiving that right, Defendant further acknowledges giving up the rights to: (i) be represented by

counsel at trial; (ii) cross-examine witnesses presented by OAG; (iii) remain silent and not incriminate him; (iv) call witnesses or testify on his own behalf; and (v) have OAG prove his guilt beyond a reasonable doubt to a jury of twelve people if tried and who must be unanimous to find him guilty after trial on the Indictment.

13. Defendant understands that by pleading guilty: (i) his plea will operate just like a conviction of guilty after a jury trial; and (ii) if he has a defense to this charge, he is giving up his right to present that defense at trial.

WAIVER OF RIGHT TO APPEAL

14. Defendant shall waive all rights of appeal or review, except for those claims which cannot be waived as described below, and shall sign a written waiver of his right to appeal. Defendant acknowledges that Counsel has advised him of his right to appeal. This knowing and voluntary waiver of Defendant's right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that Defendant is receiving. Defendant understands that this waiver of appellate rights is separate and apart from the rights that he automatically forfeits by pleading guilty.

15. Defendant understands that certain claims cannot be waived, including: involuntariness of the plea; involuntariness or invalidity of the waiver of appeal; ineffective assistance of counsel that goes to the voluntariness of the plea or waiver; illegality of the sentence imposed; lack of jurisdiction of the court; violation of the constitutional right to speedy trial; lack of competency to stand trial; and the court's failure to consider youthful offender status at sentencing if the defendant is eligible. Defendant understands that by waiving his right to appeal, he would not be giving up the right to take an appeal and argue claims that by law cannot be waived.

IMMIGRATION CONSEQUENCES

16. Defendant acknowledges that he has consulted with Counsel about the immigration consequences of this guilty plea, and has been advised that if he is not a United States citizen, Defendant's guilty plea may subject Defendant to immigration proceedings and removal or deportation from the United States and denial of reentry. Defendant understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. Defendant wishes to plead guilty to the offense in paragraph 5 above, regardless of any immigration consequences of this plea, and even if the plea will cause his removal from the United States. Defendant understands that he is bound by this guilty plea regardless of any immigration consequences of the plea. Accordingly, Defendant waives any and all challenges to this guilty plea and sentence based on any immigration consequences. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any immigration consequences of Defendant's guilty plea.

LICENSING AND OTHER POTENTIAL CONSEQUENCES

17. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any professional licenses that Defendant or any business that he owns or operate hold or their ability to obtain any professional license, including but not limited to a license to transport household goods issued by the New York State Department of Transportation or any other federal, state, or local agency.

18. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to his ability to operate, serve as an officer, director, trustee, or otherwise work for a charity or not-for-profit organization within the State of New York or elsewhere. Defendant further acknowledges that OAG has made no promises or

representations regarding such potential consequences and that this Agreement does not restrict in any way the lawful civil or administrative authority of OAG's Charities Bureau regarding any charity or not-for-profit organization.

19. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to his ability and the ability of any business that he owns or participates in to contract or do business with government agencies of the City and State of New York and elsewhere. Specifically, Defendant acknowledges that his guilty plea may result in him being denied, debarred, found non-responsible, declared in default and/or terminated for caused, determined to be ineligible, and/or suspended from bidding, entering into, or maintaining a contract with a government agency or otherwise denied business opportunities.

20. Defendant waives any and all challenges to this guilty plea and sentence based on any potential consequences outlined in this section related to licensure, his ability to operate, serve as an officer, director, trustee, or otherwise work for a charity or not-for-profit organization, and his ability to contract or do business with government agencies. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any such consequences of Defendant's guilty plea.

FUTURE CONVICTIONS

21. Defendant acknowledges that if he is ever convicted of another crime, the conviction from this plea may be used against him to impose additional or different punishment for a new crime.

VOLUNTARINESS

22. Defendant understands his rights, and the terms and conditions of this Agreement, which Defendant has read completely. Defendant's plea of guilty is given freely, voluntarily,

knowingly, intelligently and without coercion of any kind. No threats or promises have been made to Defendant, other than those promises contained in this Agreement, to induce Defendant to plead guilty. Defendant is not under the influence of alcohol, drugs, or medication, nor is there any other mental or physical impairment, which prevents Defendant from understanding these

proceedings or from entering this plea freely, knowingly, intelligently, and voluntarily.

Defendant's mind is clear and judgment is sound.

Dated: New York, New York
October 17, 2023

LETITIA JAMES
Attorney General of the State of New York

By: *Gregory Morrill*
Gregory Morrill, Assistant Attorney General
Russell Satin, Senior Counsel
Public Integrity Bureau
28 Liberty Street
New York, New York 10005
Gregory.Morrill@ag.ny.gov
Tel: (212) 416-6020

I have read this entire Agreement and discussed it with Counsel. I understand all of its terms, am entering into it freely, voluntarily, knowingly, intelligently and without coercion of any kind, and have signed it in the presence of Counsel.

[Signature]
AVRAHAM "AVI" COHEN
Defendant

10/17/23
Date

Alan Futerfas
ALAN FUTERFAS, Esq.
ELLEN B. RESNICK, Esq.
Attorney for Defendant

10/17/23
Date

EXHIBIT A: ALLOCUTION

My name is Avraham “Avi” Cohen and I am the owner of Avi Moving & Trucking, Inc. (“Avi Moving”). I admit that from on or about June 13, 2001, to on or about August 11, 2021, in the County of New York and elsewhere in the State of New York, I attempted to make and enter into a contract, agreement, arrangement and combination whereby competition and the free exercise of activity in the conduct of business, trade, and commerce and the furnishing of a service in New York State was restrained.

Specifically, during that time period, I came to an agreement with Frank Lopez Jr., the owner of Baya Inc. (“Baya”); Derek T. Barney, the owner of One Stop Moving (“One Stop”) and Prime Moving & Storage (“Prime Moving”)); and others in which we all exchanged blank pre-signed bid sheets for our respective moving companies and allowed each other to use them to submit bids to HRA, in New York County, and OVS. I was aware that HRA and OVS had a policy that a client seeking moving services had to obtain bids from three moving companies. Pursuant to our agreement, when a prospective client called Avi Moving, my employees told the client that Avi Moving would obtain three bids for them. Instead of obtaining bids from other moving companies, Avi Moving employees would complete two blank pre-signed bid sheets from Baya Inc., One Stop, Prime Movers, and others and submit them along with a lower-priced bid from Avi Moving to HRA and OVS. Avi Moving and I did not reveal to government agencies and their clients that Avi Moving employees were completing bid sheets for the other moving companies.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 81

THE PEOPLE OF THE STATE OF NEW YORK

-against-

AVI MOVING & TRUCKING INC. (D/B/A
“AVI MOVING & STORAGE”)

Defendant.

1822-2021

**PLEA AND SENTENCE
AGREEMENT**

**PARTIALLY SEALED –
PUBLIC REDACTED VERSION**

1. This is the plea and sentence agreement (the “Agreement”) between the New York State Office of the Attorney General (“OAG”) and AVI MOVING & TRUCKING INC. (D/B/A “AVI MOVING & STORAGE”) (“Defendant”). This Agreement constitutes the entire agreement between OAG and Defendant. There are no promises, agreements, or conditions, express or implied, between the parties other than those in this Agreement. No modification, deletion, or addition to this Agreement will be valid or binding on either party unless put into writing and signed by all parties.

2. The Agreement is limited to the OAG and cannot bind any other government agencies.

3. The Agreement will take effect when and if approved by the Court presiding over *People v. Derek T. Barney, et al.*, 1822-2021 (the “Indictment”).

4. Defendant acknowledges that it has had a full and sufficient opportunity to consult with its attorneys ALAN FUTERFAS, Esq. and ELLEN B. RESNICK, Esq. (“Counsel”) and is satisfied with Counsel’s services.

FACTUAL BASIS AND PLEA

5. Defendant agrees to plead guilty to the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and

General Business Law §§ 340(1) and 341, a lesser included offense of Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of General Business Law §§ 340(1) and 341, charged in Count Six of the Indictment, in full satisfaction of the Indictment as to Defendant. Defendant understands that the maximum permissible sentence for the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, is a fine in the amount of \$5,000 or double Defendant's gain from the commission of the crime, under Penal Law § 80.10.

SENTENCE

6. At the time of Defendant's sentencing according to the plea described in paragraph 5 above, OAG and Defendant shall jointly make a sentencing recommendation to the Court.

7. Defendant and OAG stipulate that this Agreement is contingent on the following condition precedent: Defendants AVRAHAM "AVI" COHEN and AVI MOVING & TRUCKING INC. (D/B/A "AVI MOVING & STORAGE") both reach an agreement to resolve all civil claims and liability against both Defendants in **redacted** (the "Civil Action") and collectively pay \$600,000 total to the City and State of New York as directed by OAG. Should this condition not be satisfied in full, this Agreement shall be null and void.

¹ To be redacted in the public version.

8. Provided that the foregoing condition is satisfied before Defendant enters its plea, the OAG and Defendant shall jointly recommend to the Court that Defendant be sentenced to a one-year conditional discharge with the following conditions: (1) Defendants AVRAHAM “AVI” COHEN and AVI MOVING & TRUCKING INC. (D/B/A “AVI MOVING & STORAGE”) shall collectively pay \$600,000 total to the City and State of New York before its plea is entered pursuant to the settlement of the Civil Action; (2) Defendant shall not commit any further federal, state, or local crimes, and (3) Defendant and any affiliated, parent, or subsidiary moving companies shall not submit any bids or otherwise seek to do moving business with the New York City Department of Social Services (“DSS”), the Human Resources Administration (“HRA”), or the Department of Homeless Services (“DHS”) for one year from the date sentence is imposed.

9. Should Defendant violate any of these conditions, the Court in its discretion may impose any lawful sentence for the crime of Attempted Contract, Agreement, Arrangement or Combination in Restraint of Trade, in violation of Penal Law § 110.00 and General Business Law §§ 340(1) and 341, as set forth above in Paragraph 5.

10. The OAG agrees to not oppose an application by Defendant to the Court for a Certificate of Relief from Civil Disabilities.

ALLOCUTION

11. Upon Defendant’s guilty plea, counsel for Defendant will allocute under oath to the facts and offenses in the Allocution attached to this Agreement as Exhibit A.

WAIVER OF RIGHT TO TRIAL BY JURY

12. Defendant acknowledges that it has waived the right to a trial by jury. By waiving that right, Defendant further acknowledges giving up the rights to: (i) be represented by counsel at trial; (ii) cross-examine witnesses presented by OAG; (iii) remain silent and not incriminate

him; (iv) call witnesses or testify on its own behalf; and (v) have OAG prove its guilt beyond a reasonable doubt to a jury of twelve people if tried and who must be unanimous to find it guilty after trial on the Indictment.

13. Defendant understands that by pleading guilty: (i) its plea will operate just like a conviction of guilty after a jury trial; and (ii) if it has a defense to this charge, it is giving up its right to present that defense at trial.

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14. Defendant shall waive all rights of appeal or review, except for those claims which cannot be waived as described below, and shall sign a written waiver of its right to appeal. Defendant acknowledges that Counsel has advised it of its right to appeal. This knowing and voluntary waiver of Defendant's right to appeal the judgment of conviction is in recognition of the favorable plea and sentence that Defendant is receiving. Defendant understands that this waiver of appellate rights is separate and apart from the rights that it automatically forfeits by pleading guilty.

15. Defendant understands that certain claims cannot be waived, including: involuntariness of the plea; involuntariness or invalidity of the waiver of appeal; ineffective assistance of counsel that goes to the voluntariness of the plea or waiver; illegality of the sentence imposed; lack of jurisdiction of the court; violation of the constitutional right to speedy trial; lack of competency to stand trial; and the court's failure to consider youthful offender status at sentencing if the defendant is eligible. Defendant understands that by waiving its right to appeal, it would not be giving up the right to take an appeal and argue claims that by law cannot be waived.

LICENSING AND OTHER POTENTIAL CONSEQUENCES

16. Defendant understands and has discussed with Counsel the potential consequences of this guilty plea pertaining to any professional licenses that Defendant or any affiliated business hold or their ability to obtain any professional license, including but not limited to a license to transport household goods issued by the New York State Department of Transportation or any other federal, state, or local agency.

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18. Defendant waives any and all challenges to this guilty plea and sentence based on any potential consequences outlined in this section related to licensure and its ability to contract or do business with government agencies. Defendant agrees not to seek to withdraw this guilty plea, or to file a direct appeal or any kind of collateral attack challenging this guilty plea, conviction, or sentence, based on any such consequences of Defendant's guilty plea.

FUTURE CONVICTIONS

19. Defendant acknowledges that if it is ever convicted of another crime, the conviction from this plea may be used against it to impose additional or different punishment for a new crime.

VOLUNTARINESS

20. Defendant understands its rights, and the terms and conditions of this Agreement, which Defendant has read completely. Defendant's plea of guilty is given freely, voluntarily, knowingly, intelligently and without coercion of any kind. No threats or promises have been made to Defendant, other than those promises contained in this Agreement, to induce Defendant to plead guilty. Defendant is not under the influence of alcohol, drugs, or medication, nor is there any other mental or physical impairment, which prevents Defendant from understanding these

proceedings or from entering this plea freely, knowingly, intelligently, and voluntarily.

Defendant's mind is clear and judgment is sound.

Dated: New York, New York
October 17, 2023

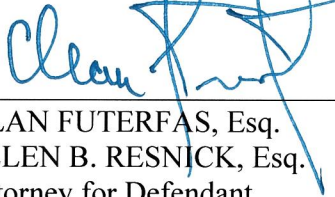
LETITIA JAMES
Attorney General of the State of New York

By: 
Gregory Morril, Assistant Attorney General
Russell Satin, Senior Counsel
Public Integrity Bureau
28 Liberty Street
New York, New York 10005
Gregory.Morril@ag.ny.gov
Tel: (212) 416-6020

I have read this entire Agreement and discussed it with Counsel. I understand all of its terms, am entering into it freely, voluntarily, knowingly, intelligently and without coercion of any kind, and have signed it in the presence of Counsel.


AVI MOVING & TRUCKING INC. (D/B/A
"AVI MOVING & STORAGE")
Defendant

By AVRAHAM "AVI" COHEN, owner


ALAN FUTERFAS, Esq.
ELLEN B. RESNICK, Esq.
Attorney for Defendant

10/17/23
Date

10/17/23
Date

EXHIBIT A: ALLOCUTION

On behalf of AVI MOVING & TRUCKING INC. (D/B/A “AVI MOVING & STORAGE”), I am authorized to admit that from on or about June 13, 2001, to on or about August 11, 2021, in the County of New York and elsewhere in the State of New York, Defendant attempted to make and enter into a contract, agreement, arrangement and combination whereby competition and the free exercise of activity in the conduct of business, trade, and commerce and the furnishing of a service in New York State was restrained.

Specifically, I adopt the factual allocution provided by AVRAHAM “AVI” COHEN and am further authorized to admit that with the conduct described in Mr. Cohen’s allocution, Mr. Cohen acted as a high managerial agent of AVI MOVING & TRUCKING INC., within the scope of his employment, and in behalf of the corporation.