



## U.S. Department of Justice

United States Attorney  
District of New Jersey

970 Broad Street, Suite 700  
Newark, NJ 07102

973/645-2700

jmv/PL AGR  
2004R01241

July 25, 2005

Edward J. Dimon, Esq.  
Carluccio, Leone, Dimon, Doyle & Sacks  
9 Robbins Street  
Toms River, NJ 08753

CR 05-684

Re: Plea Agreement with Robert Caruso

Dear Mr. Dimon:

This letter sets forth the plea agreement between your client, ROBERT CARUSO, and the United States Attorney for the District of New Jersey ("this Office"). When executed, this plea will supersede the April 4, 2005 plea agreement previously entered into by the parties. This plea offer will remain open until August 2, 2005. If an executed plea is not received in this Office by that date, this plea is hereby revoked and rescinded.

Charge

Conditioned on the understandings specified below, this Office will accept a guilty plea from CARUSO to a one-count information, which charges health care fraud in violation of 18 U.S.C. § 1347. If CARUSO enters a guilty plea and is sentenced on this charge, and otherwise fully complies with all of the terms of this agreement, this Office will not initiate any further criminal charges against CARUSO for his scheme to defraud government health insurance programs and the Visiting Nurse Association of Central Jersey, Inc., from in or about October 2000 to in or about September 2004. However, in the event that the judgment of conviction entered as a result of this guilty plea does not remain in full force and effect, any dismissed charges and any other charges that are not time-barred by the applicable statute of limitations on the date this agreement is signed by CARUSO may be commenced against him, notwithstanding the expiration of the limitations period after CARUSO signs the agreement. CARUSO agrees to waive any statute of limitations with respect to any crime that would otherwise expire after CARUSO signs the agreement.

## Sentencing

The violation of 18 U.S.C. § 1347 to which CARUSO agrees to plead guilty carries a statutory maximum prison sentence of 10 years and a statutory maximum fine equal to the greatest of: (1) \$250,000; or (2) twice the gross amount of any pecuniary gain that any persons derived from the offense; or (3) twice the gross amount of any pecuniary loss sustained by any victims of the offense. Fines imposed by the sentencing judge may be subject to the payment of interest.

The sentence to be imposed upon CARUSO is within the sole discretion of the sentencing judge, subject to the provisions of the Sentencing Reform Act, 18 U.S.C. § 3551-3742, and the sentencing judge's consideration of the United States Sentencing Guidelines. The United States Sentencing Guidelines are advisory, not mandatory. The sentencing judge may impose any reasonable sentence up to and including the statutory maximum term of imprisonment and the maximum statutory fine. This Office cannot and does not make any representation or promise as to what guideline range may be found by the sentencing judge, or as to what sentence CARUSO ultimately will receive.

Further, in addition to imposing any other penalty on CARUSO, the sentencing judge: (1) will order CARUSO to pay an assessment of \$100 pursuant to 18 U.S.C. § 3013, which assessment must be paid by the date of sentencing; (2) must order CARUSO to pay restitution pursuant to 18 U.S.C. §§ 3663 et seq.; (3) may order CARUSO, pursuant to 18 U.S.C. § 3555, to give notice to any victims of his offense; and (4) pursuant to 18 U.S.C. § 3583, may require CARUSO to serve a term of supervised release of at least 2 years and up to 3 years, which will begin at the expiration of any term of imprisonment imposed. Should CARUSO be placed on a term of supervised release and subsequently violate any of the conditions of supervised release before the expiration of its term, CARUSO may be sentenced to not more than 2 years' imprisonment in addition to any prison term previously imposed, regardless of the statutory maximum term of imprisonment set forth above and without credit for time previously served on post-release supervision, and may be sentenced to an additional term of supervised release.

## Rights of this Office Regarding Sentencing

Except as otherwise provided in this agreement, this Office reserves its right to take any position with respect to the appropriate sentence to be imposed on CARUSO by the sentencing judge, to correct any misstatements relating to the

sentencing proceedings, and to provide the sentencing judge and the United States Probation Office all law and information relevant to sentencing, favorable or otherwise. In addition, this Office may inform the sentencing judge and the United States Probation Office of: (1) this agreement; and (2) the full nature and extent of CARUSO's activities and relevant conduct with respect to this case.

### Stipulations

This Office and CARUSO agree to stipulate at sentencing to the statements set forth in the attached Schedule A, which hereby is made a part of this plea agreement. This agreement to stipulate, however, cannot and does not bind the sentencing judge, who may make independent factual findings and may reject any or all of the stipulations entered into by the parties. To the extent that the parties do not stipulate to a particular fact or legal conclusion, each reserves the right to argue the existence of and the effect of any such fact or conclusion upon the sentence. Moreover, this agreement to stipulate on the part of this Office is based on the information and evidence that this Office possesses as of the date of this agreement. Thus, if this Office obtains or receives additional evidence or information prior to sentencing that it determines to be credible and to be materially in conflict with any stipulation in the attached Schedule A, this Office shall not be bound by any such stipulation. A determination that any stipulation is not binding shall not release either this Office or CARUSO from any other portion of this agreement, including any other stipulation. If the sentencing court rejects a stipulation, both parties reserve the right to argue on appeal or at post-sentencing proceedings that the sentencing court was within its discretion and authority to do so. These stipulations do not restrict the Government's right to respond to questions from the Court and to correct misinformation that has been provided to the Court.

### Rights of this Office Regarding Post-Sentencing Proceedings

This Office specifically reserves the right to file, oppose, or take any position in any appeal, collateral attack, or proceeding involving post-sentencing motions or writs.

### Other Provisions

This agreement is limited to the United States Attorney's Office for the District of New Jersey and cannot bind other federal, state, or local authorities. However, this Office

will bring this agreement to the attention of other prosecuting offices, if requested to do so.

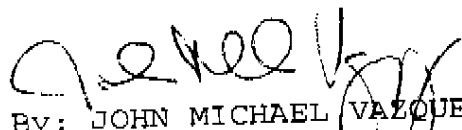
This agreement was reached without regard to any civil or administrative matters that may be pending or commenced in the future against CARUSO. This agreement does not prohibit the United States, any agency thereof (including the Internal Revenue Service), or any third party from initiating or prosecuting any civil proceeding against CARUSO.

No Other Promises

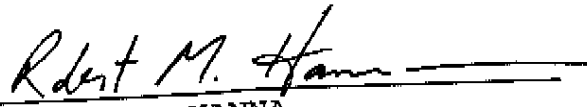
This agreement constitutes the plea agreement between CARUSO and this Office and supersedes any previous agreements between them. No additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties.

Very truly yours,

CHRISTOPHER J. CHRISTIE  
United States Attorney

  
By: JOHN MICHAEL VAZQUEZ  
Assistant U.S. Attorney

APPROVED:

  
ROBERT M. HANNA  
Unit Chief, Criminal Division

I have received this letter from my attorney, Edward J. Dimon, Esq., I have read it, and I understand it fully. I hereby accept the terms and conditions set forth in this letter and acknowledge that it constitutes the plea agreement between the parties. I understand that no additional promises, agreements, or conditions have been made or will be made unless set forth in writing and signed by the parties.

AGREED AND ACCEPTED:

Robert Caruso  
ROBERT CARUSO

Date: 9/22/05

Edward J. Dimon  
EDWARD J. DIMON, Esq.

Date: 9/22/05

Plea Agreement With ROBERT CARUSO

Schedule A

1. This Office and CARUSO recognize that the United States Sentencing Guidelines are not binding upon the Court. This Office and CARUSO nevertheless agree to the stipulations set forth herein concerning the Sentencing Guidelines
2. The version of the United States Sentencing Guidelines effective November 1, 2004 applies in this case. The applicable guideline is U.S.S.G. § 2B1.1. This guideline carries a Base Offense Level of 6.
3. Specific Offense Characteristic (b) (1) (H) applies. Because the loss was more than \$400,000, but less than \$1,000,000, this Specific Offense Characteristic results in an increase of 14 levels.
4. CARUSO abused a position of private trust in a manner that significantly facilitated the commission of the relevant criminal activity, pursuant to U.S.S.G. § 3B1.3. This results in an increase of 2 levels.
5. As of the date of this letter, CARUSO has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for the offense charged. Therefore, a downward adjustment of 2 levels for acceptance of responsibility is appropriate if CARUSO's acceptance of responsibility continues through the date of sentencing. See U.S.S.G. § 3E1.1(a).
6. As of the date of this letter, CARUSO has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the court to allocate their resources efficiently. If CARUSO enters a plea pursuant to this agreement and qualifies for a 2-point reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a), and if in addition CARUSO's offense level under the Guidelines prior to the operation of § 3E1.1(a) is 16 or greater, CARUSO will be entitled to a further 1-point reduction in his offense level pursuant to U.S.S.G. § 3E1.1(b).
7. Caruso reserves the right to move for a downward departure based on extraordinary acceptance of responsibility pursuant to U.S.S.G. § 5K2.0(a)(3). Based on the information

currently available to the United States, the government agrees not to oppose this motion.

8. CARUSO reserves the right to move for a downward departure based on Caruso's need to tend to his ill child. The government reserves the right to oppose such a motion.

9. The parties agree not to seek or argue for any upward or downward departure or any upward or downward adjustment not set forth herein.