



U.S. Department of Justice

Nathaniel R. Mendell
Acting United States Attorney
District of Massachusetts

Main Reception: (617) 748-3100

John Joseph Moakley United States Courthouse
1 Courthouse Way
Suite 9200
Boston, Massachusetts 02210

October 21, 2021

Scott Lauer, Esq.
Office of the Federal Public Defender
51 Sleeper Street
Boston, MA 02210

Re: United States v. Shane Spierdowis
Criminal No. 1:21-cr-10095-RGS

Dear Mr. Lauer:

The United States Attorney for the District of Massachusetts (“the U.S. Attorney”) and your client, Shane Spierdowis (“Defendant”), agree as follows, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B):

1. Change of Plea

Defendant will plead guilty to count One of the Indictment: wire fraud, in violation of 18 U.S.C. § 1343. Defendant admits that he committed the crime specified in this count and is in fact guilty of it.

Defendant agrees to the accuracy of the attached statement of facts.

2. Penalties

Defendant faces the following maximum penalties: incarceration for 20 years; supervised release for 3 years; a fine of \$250,000; a mandatory special assessment of \$100; restitution; and forfeiture to the extent charged in the Indictment.

3. Sentencing Guidelines

The U.S. Attorney agrees, based on the following calculations, that Defendant’s total “offense level” under the Guidelines is 16:

- a) Defendant's base offense level is 7, because the statutory maximum associated with the offense of conviction is 20 years (USSG §2B1.1(a)(1));
- b) Defendant's offense level is increased by 10, because the loss exceeded \$150,000 but did not exceed \$250,000 (USSG § 2B1.1(b)(1)(F));
- c) Defendant's offense level is increased by 2, because the offense involves sophisticated means and the Defendant intentionally engaged in or caused the conduct constituting sophisticated means (USSG § 2B1.1(b)(10)(C)); and
- d) Defendant's offense level is decreased by 3, because Defendant has accepted responsibility for Defendant's crime (USSG § 3E1.1).

Defendant reserves the right to argue that the offense did not involve sophisticated means and/or the he did not intentionally engage in or cause any conduct constituting sophisticated means.

Defendant understands that the Court is not required to follow this calculation or even to sentence Defendant within the Guidelines and that Defendant may not withdraw his guilty plea if Defendant disagrees with how the Court calculates the Guidelines or with the sentence the Court imposes.

Defendant also understands that the government will object to any reduction in his sentence based on acceptance of responsibility if: (a) at sentencing, Defendant (himself or through counsel) indicates that he does not fully accept responsibility for having engaged in the conduct underlying each of the elements of the crime(s) to which he is pleading guilty; or (b) by the time of sentencing, Defendant has committed a new federal or state offense, or has in any way obstructed justice.

If, after signing this Agreement, Defendant's criminal history score or Criminal History Category is reduced, the U.S. Attorney reserves the right to seek an upward departure under the Guidelines.

Nothing in this Plea Agreement affects the U.S. Attorney's obligation to provide the Court and the U.S. Probation Office with accurate and complete information regarding this case.

4. Sentence Recommendation

The U.S. Attorney agrees to recommend the following sentence to the Court:

- a) incarceration at the midpoint of the Guidelines sentencing range as calculated by the Court at sentencing, excluding departures;
- b) a fine within the Guidelines sentencing range as calculated by the Court at sentencing, excluding departures, unless the Court finds that Defendant is not able, and is not likely to become able, to pay a fine;

- c) 24 months of supervised release;
- d) a mandatory special assessment of \$100, which Defendant must pay to the Clerk of the Court by the date of sentencing; and
- e) forfeiture as set forth in Paragraph 6.

Defendant reserves the right to recommend an alternate sentence.

5. Waiver of Appellate Rights and Challenges to Conviction or Sentence

Defendant has the right to challenge his conviction and sentence on “direct appeal.” This means that Defendant has the right to ask a higher court (the “appeals court”) to look at what happened in this case and, if the appeals court finds that the trial court or the parties made certain mistakes, overturn Defendant’s conviction or sentence. Also, in some instances, Defendant has the right to file a separate civil lawsuit claiming that serious mistakes were made in this case and that his conviction or sentence should be overturned.

Defendant understands that he has these rights, but now agrees to give them up. Specifically, Defendant agrees that:

- a) He will not challenge his conviction on direct appeal or in any other proceeding, including in a separate civil lawsuit; and
- b) He/ will not challenge any prison sentence of 30 months or less or any court orders relating to forfeiture, fines or supervised release. This provision is binding even if the Court’s Guidelines analysis is different than the one in this Agreement.

The U.S. Attorney agrees that, regardless of how the Court calculates Defendant’s sentence, the U.S. Attorney will not appeal any sentence of imprisonment of 24 months or more.

Defendant understands that, by agreeing to the above, he is agreeing that his conviction and sentence (to the extent set forth in subparagraph (b), above) will be final when the Court issues a written judgment after the sentencing hearing in this case. That is, after the Court issues a written judgment, Defendant will lose the right to appeal or otherwise challenge his conviction and sentence (to the extent set forth in subparagraph (b), above), regardless of whether he later changes his mind or finds new information that would have led him not to agree to give up these rights in the first place.

Defendant acknowledges that he is agreeing to give up these rights at least partly in exchange for concessions the U.S. Attorney is making in this Agreement.

The parties agree that, despite giving up these rights, Defendant keeps the right to later claim that his lawyer rendered ineffective assistance of counsel, or that the prosecutor or a member

of law enforcement involved in the case engaged in misconduct serious enough to entitle Defendant to have his conviction or sentence overturned.

6. Forfeiture

Defendant understands that the Court will, upon acceptance of Defendant's guilty plea, enter an order of forfeiture as part of Defendant's sentence, and that the order of forfeiture may include assets directly traceable to Defendant's offense, assets used to facilitate Defendant's offense, substitute assets and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offense.

The assets to be forfeited specifically include, without limitation, the following:

- a. \$89,900 in United States currency, seized from Rockland Trust Company checking account *****9740, held in the name of Consulting & Administrative LLC; and
- b. \$101,517 in United States currency, seized from Rockland Trust Company checking account *****9583 held in the name of Advisors Club LLC.

Defendant admits that these assets are subject to forfeiture on the grounds that they constitute, or are derived from, proceeds of Defendant's offense. Defendant agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2, and 43(a) regarding notice of the forfeiture in the charging instrument, advice regarding the forfeiture at the change-of-plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant understands and agrees that forfeiture shall not satisfy or affect any fine, lien, penalty, restitution, cost of imprisonment, tax liability or any other debt owed to the United States.

Defendant agrees to assist fully in the forfeiture of the foregoing assets. Defendant agrees to promptly take all steps necessary to pass clear title to the forfeited assets to the United States, including but not limited to executing any and all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden or otherwise made unavailable for forfeiture. Defendant further agrees (a) not to assist any third party in asserting a claim to the forfeited assets in an ancillary proceeding, and (b) to testify truthfully in any such proceeding.

If the U.S. Attorney requests, Defendant shall deliver to the U.S. Attorney within 30 days after signing this Plea Agreement a sworn financial statement disclosing all assets in which Defendant currently has any interest and all assets over which Defendant has exercised control, or has had any legal or beneficial interest. Defendant further agrees to be deposed with respect to Defendant's assets at the request of the U.S. Attorney. Defendant agrees that the United States Department of Probation may share any financial information about the Defendant with the United States Attorney's Office.

Defendant also agrees to waive all constitutional, legal, and equitable challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement.

Defendant hereby waives and releases any claims Defendant may have to any vehicles, currency, or other personal property seized by the United States, or seized by any state or local law enforcement agency and turned over to the United States, during the investigation and prosecution of this case, and consents to the forfeiture of all such assets.

Without limiting the generality of the foregoing, Defendant hereby specifically waives and releases Defendant's claims to (a) \$89,900 in United States currency, seized from Rockland Trust Company checking account *****9740, held in the name of Consulting & Administrative LLC; and (b) \$101,517 in United States currency, seized from Rockland Trust Company checking account *****9583 held in the name of Advisors Club LLC, seized by, or turned over to, the United States Secret Service on or about March 11, 2021, as to which, Defendant hereby acknowledges, Defendant received actual notice of administrative or civil judicial forfeiture proceedings on April 29, 2021.

Defendant hereby waives and releases any claims Defendant may have to any vehicles, currency, or other personal property seized by the United States, or seized by any state or local law enforcement agency and turned over to the United States, during the investigation and prosecution of this case, and consents to the forfeiture of all such assets.

7. Civil Liability

This Plea Agreement does not affect any civil liability, including any tax liability, Defendant has incurred or may later incur due to his criminal conduct and guilty plea to the charges specified in Paragraph 1 of this Agreement.

8. Breach of Plea Agreement

Defendant understands that if he breaches any provision of this Agreement, violates any condition of Defendant's pre-trial release or commits any crime following Defendant's execution of this Plea Agreement, Defendant cannot rely upon such conduct to withdraw his guilty plea. Defendant's conduct, however, would give the U.S. Attorney the right to be released from his commitments under this Agreement, to pursue any charges that were, or are to be, dismissed under this Agreement, and to use against Defendant any of Defendant's statements, and any information or materials he provided to the government during investigation or prosecution of his case—even if the parties had entered any earlier written or oral agreements or understandings about this issue.

Defendant also understands that if he breaches any provision of this Agreement or engages in any of the aforementioned conduct, he thereby waives any defenses based on the statute of limitations, constitutional protections against pre-indictment delay, and the Speedy Trial Act, that Defendant otherwise may have had to any charges based on conduct occurring before the date of

this Agreement.

9. Who is Bound by Plea Agreement

This Agreement is only between Defendant and the U.S. Attorney for the District of Massachusetts. It does not bind the Attorney General of the United States or any other federal, state, or local prosecuting authorities.

10. Modifications to Plea Agreement

This Agreement can be modified or supplemented only in a written memorandum signed by both parties, or through proceedings in open court.

* * *

If this letter accurately reflects the agreement between the U.S. Attorney and Defendant, please have Defendant sign the Acknowledgment of Plea Agreement below. Please also sign below as Witness. Return the original of this letter to Assistant U.S. Attorney Bill Abely.

Sincerely,

NATHANIEL R. MENDELL
Acting United States Attorney

By:



Anne Paruti
Chief, Major Crimes Unit



Bill Abely
Assistant U.S. Attorney

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ACKNOWLEDGMENT OF PLEA AGREEMENT

I have read this letter and discussed it with my attorney. The letter accurately presents my agreement with the United States Attorney's Office for the District of Massachusetts. There are no unwritten agreements between me and the United States Attorney's Office, and no United States government official has made any unwritten promises or representations to me in connection with my guilty plea. I have received no prior offers to resolve this case.

I understand the crime I am pleading guilty to, and the maximum penalties for that crime. I have discussed the Sentencing Guidelines with my lawyer and I understand the sentencing ranges that may apply.

I am satisfied with the legal representation my lawyer has given me and we have had enough time to meet and discuss my case. We have discussed the charge against me, possible defenses I might have, the terms of this Agreement and whether I should go to trial.

I am entering into this Agreement freely and voluntarily and because I am in fact guilty of the offense. I believe this Agreement is in my best interest.



Shane Spierdowis
Defendant

Date: 10-21-21

I certify that Shane Spierdowis has read this Agreement and that we have discussed what it means. I believe Shane Spierdowis understands the Agreement and is entering into it freely, voluntarily, and knowingly. I also certify that the U.S. Attorney has not extended any other offers regarding a change of plea in this case

Scott Lauer

Scott Lauer
Attorney for Defendant Shane Spierdowis

Date: 10/21/21

Statement of Facts

1. Defendant controlled Consulting & Administrative LLC and Advisors Club LLC, companies that were registered in Florida but that had no actual revenue or employees in 2019 or 2020.
2. In January 2021, Defendant opened an account at the Rockland Trust Company in Massachusetts in the name of Advisors Club LLC (the “9583 Account”). In opening this account, Defendant listed a Social Security number (“SSN”) that was not in fact his.
3. On February 17, 2021, Defendant submitted an application for a U.S. Small Business Administration (“SBA”) Paycheck Protection Program (“PPP”) loan to Northeast Bank, a federally-insured financial institution in Maine. The loan application was submitted in the name of Advisors Club LLC, with Defendant listed as its President. In submitting this application, Defendant listed an SSN that was not in fact his.
4. In connection with the PPP loan application, Defendant submitted what purported to be IRS filings reflecting that Advisors Club LLC employed between 32 and 37 employees at various times in 2019. In fact, Advisors Club LLC had no such employees.
5. In connection with the PPP loan application, Defendant submitted information concerning the 9583 Account. Defendant submitted what purported to be a Rockland Trust Company bank statement for the 9583 Account, which reflected a balance of more than \$220,000 as of February 29, 2020. In fact, the 9583 Account was not opened until 2021, and never had a balance as high as \$220,000.
6. On February 24, 2021, Northeast Bank transferred \$101,517 to the 9583 Account as a PPP loan disbursement.
7. In February 2021, Defendant opened an account at the Rockland Trust Company in the name of Consulting & Administrative LLC (the “9740 Account”). In opening this account, Defendant listed an SSN that was not in fact his.
8. On February 5, 2021, Defendant submitted an application for an SBA Economic Injury Disaster loan (“EIDL”). The loan application was submitted in the name of Consulting & Administrative LLC, with Defendant listed as its President. In submitting this application, Defendant listed an SSN that was not in fact his.
9. In connection with the EIDL application, Defendant indicated that Consulting & Administrative LLC had 30 employees and gross revenues exceeding \$1.3 million for the 12 months leading up to January 2020. In fact, Consulting & Administrative LLC had no such employees or revenue.
10. In connection with the EIDL application, Defendant submitted information concerning the 9740 Account. Defendant submitted what purported to be a Rockland Trust Company bank statement for the 9740 Account, which reflected an ending balance of more than \$289,000

as of January 31, 2021. In fact, the 9740 Account was not opened until February 2021, and never had a balance as high as \$289,000.

11. On February 8, 2021, the SBA transferred \$89,900 to the 9740 Account as an EIDL disbursement.
12. On March 5, 2021, agents with the U.S. Secret Service executed a search warrant at a residence in Hull, Massachusetts at which Defendant had been residing. Agents encountered and arrested Defendant. Agents also uncovered checkbooks and other records relating to the 9583 Account and the 9740 Account.