



**U.S. Department of Justice**

*United States Attorney  
District of New Jersey*

970 Broad Street, Suite 700  
Newark, NJ 07102

973/645-2700

SUE/PL AGR  
2013R01059

March 12, 2015

K. Anthony Thomas, Esq.  
Office of the Federal Public Defender  
1002 Broad Street  
Newark, NJ 07102

Re: Plea Agreement with BOBBY BOYE 15-196-01 (FLW)  
(a/k/a "Bobby Ajiboye," a/k/a "Bobby Aji-Boye")

Dear Mr. Thomas:

This letter sets forth the plea agreement between your client, BOBBY BOYE, a/k/a "Bobby Ajiboye," a/k/a "Bobby Aji-Boye," and the United States Attorney for the District of New Jersey ("this Office"). This offer will remain open until March 20, 2015, and if this plea agreement is not executed and returned to this Office on or before that date, this offer will expire.

Charge

Conditioned on the understandings specified below, this Office will accept a guilty plea from BOBBY BOYE to a one-count Information that charges that BOBBY BOYE conspired to commit wire fraud, contrary to Title 18, United States Code, Section 1343 and in violation of Title 18, United States Code, Section 1349. If BOBBY BOYE 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 BOBBY BOYE for, between in or about March 2012 through in or about May 2013, conspiring with others to commit wire fraud by engaging in a scheme to defraud Country A whereby BOBBY BOYE caused Country A to award a multi-million dollar consulting

contract to his firm, Opus & Best Law Services LLC ("Opus & Best"), without disclosing his affiliation with Opus & Best to Country A, and then diverted to his own personal use the more than \$3.5 million that Country A paid to Opus & Best under the contract. However, in the event that a guilty plea in this matter is not entered for any reason or the judgment of conviction entered as a result of this guilty plea does not remain in full force and effect, defendant agrees that 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 BOBBY BOYE may be commenced against him, notwithstanding the expiration of the limitations period after BOBBY BOYE signs the agreement.

### Sentencing

Pursuant to 18 U.S.C. § 1343, the violation of 18 U.S.C. § 1349 to which BOBBY BOYE agrees to plead guilty carries a statutory maximum prison sentence of 20 years, and a statutory maximum fine equal to the greatest of: (1) \$250,000; (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 BOBBY BOYE 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 BOBBY BOYE ultimately will receive.

Further, in addition to imposing any other penalty on BOBBY BOYE, the sentencing judge: (1) will order BOBBY BOYE 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 BOBBY BOYE to pay restitution pursuant to 18 U.S.C. § 3663 et seq.; (3) may order BOBBY BOYE, pursuant to 18 U.S.C. § 3555, to give notice to any victims of his offense; (4) must order forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461; and (5) pursuant to 18 U.S.C. § 3583, may require BOBBY BOYE to serve a term of supervised release of not more than three years, which will begin at the expiration of any term of imprisonment imposed. Should BOBBY BOYE be placed on a term of supervised release and subsequently violate any of the conditions of supervised release before the expiration of its term, BOBBY BOYE may be sentenced to not more than two 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.

In addition, BOBBY BOYE agrees to make full restitution for all losses resulting from the offense of conviction or from the scheme, conspiracy, or pattern of criminal activity underlying the offense, to Country A in the amount of \$3,510,000.

#### 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 BOBBY BOYE 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 BOBBY BOYE's activities and relevant conduct with respect to this case.

#### Stipulations

This Office and BOBBY BOYE 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 BOBBY BOYE 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 this Office's right to respond to questions from the Court and to correct misinformation that has been provided to the Court.

Waiver of Appeal and Post-Sentencing Rights

As set forth in Schedule A, this Office and BOBBY BOYE waive certain rights to file an appeal, collateral attack, writ, or motion after sentencing, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2255.

Forfeiture

BOBBY BOYE agrees that as part of his acceptance of responsibility and pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461, he will consent to the entry of a forfeiture money judgment in the amount of \$4,233,015.42 (the "Forfeiture Money Judgment"). Defendant acknowledges that the Forfeiture Money Judgment is subject to forfeiture as property, real or personal, that constitutes or is derived from proceeds traceable to a violation of 18 U.S.C. § 1349, which constitutes a specified unlawful activity within the meaning of 18 U.S.C. § 981(a)(1)(C), or a conspiracy to commit such offense and/or substitute assets for property subject to forfeiture, as described in 21 U.S.C. § 853(p).

Payment of the Forfeiture Money Judgment shall be made by certified or bank check payable to the United States Marshals Service. On or before the date he enters his plea of guilty pursuant to this agreement, BOBBY BOYE shall cause said check to be hand delivered to the Asset Forfeiture and Money Laundering Unit, United States Attorney's Office, District of New Jersey, 970 Broad Street, Newark, New Jersey 07102.

If the Forfeiture Money Judgment is not paid on or before the date BOBBY BOYE enters his plea of guilty pursuant to this agreement, interest shall accrue on any unpaid portion thereof at the judgment rate of interest from that date. Furthermore, if BOBBY BOYE fails to pay any portion of the Forfeiture Money Judgment on or before the date of his guilty plea, he consents to the forfeiture of any other property alleged to be subject to forfeiture in the Information, including substitute assets, in full or partial satisfaction of the money judgment, and remains responsible for the payment of any deficiency until the Forfeiture Money Judgment is paid in full.

Further, as part of his acceptance of responsibility, and pursuant to 18 U.S.C. § 981(a)(1)(c) and 28 U.S.C. § 2461, BOBBY BOYE agrees to forfeit to the United States any right, title, or interest in the property seized or retrained on or about June 19, 2014 (the "Specific Assets"), in partial satisfaction of the Forfeiture Money Judgment as follows:

(a) any and all funds contained in the below described bank accounts held at J.P. Morgan Chase bank:

i. Account Number [REDACTED] 0399 held in the name of Opus and Best, LLC.

ii. Account Number [REDACTED] 6170 held in the name of Bobby Boye and/or E [REDACTED] K [REDACTED].

iii. Account number [REDACTED] 5820 held in the name of Bobby Boye.

iv. Account number [REDACTED] 7116 held in the name of Bobby Boye and/or E [REDACTED] K [REDACTED].

v. Account number [REDACTED] 2735 held in the name of Bobby Boye and/or E [REDACTED] K [REDACTED].

(b) the below vehicles:

i. 2012 Silver Bentley Continental  
VIN: [REDACTED] 73091  
New Jersey License #: BB73GE  
Registered Owner: Bobby W. Boye

ii. 2012 Black Range Rover  
VIN: [REDACTED] 87702  
New Jersey License #: A11CHT  
Registered Owner: Bobby W. Boye

iii. 2011 Rolls Royce  
VIN: [REDACTED] 49882  
New Jersey License #: BB81GE  
Registered Owner: Bobby W. Boye

(c) the below watches:

i. IWC "DaVinci" Perpetual  
Calendar/Moonphase/Chronograph Kurt Klaus Limited  
Edition watch, IW3762-04, Serial #3437866, with black  
alligator strap.

ii. Franck Muller "Conquistador Grand Prix" watch, model  
8900 SC GP, Serial #53, with black alligator strap.

(d) the below real property or any proceeds traceable to such real

property:

- i. 25 Crescent Hollow Court, Ramsey, New Jersey.
- ii. 36 Rosewood Court, North Haledon, New Jersey.
- iii. 9 Cobblestone Court, Oakland, New Jersey.
- iv. 140 Grove Street, Elizabeth, New Jersey.

BOBBY BOYE acknowledges that the Specific Assets are subject to forfeiture as property, real or personal, which constitutes or is derived from proceeds traceable to his violation of 18 U.S.C. § 1349 and/or represents substitute assets as described in 21 U.S.C. § 853(p). All right, title, and interest in the Specific Assets, and all proceeds traceable thereto, shall be transferred or delivered to the United States on or before the date the Defendant enters his guilty plea pursuant to this agreement.

BOBBY BOYE represents that he has disclosed all of his assets to the United States on the attached Financial Disclosure Statement. BOBBY BOYE agrees that if the government determines that he has intentionally failed to disclose assets on that Financial Disclosure Statement, that failure constitutes a material breach of this agreement. In addition, BOBBY BOYE consents to the administrative, civil, and/or criminal forfeiture of his interests in any assets that he failed to disclose on the Financial Disclosure Statement. Should undisclosed assets that the defendant owns or in which the defendant has an interest be discovered, BOBBY BOYE knowingly and voluntarily waives his right to any required notice concerning the forfeiture of said assets. BOBBY BOYE further agrees to execute any documents necessary to effectuate the forfeiture of said assets.

BOBBY BOYE further agrees to waive all interest in the Specific Assets and any other property forfeited in partial or full satisfaction of the Forfeiture Money Judgment in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal. The defendant agrees to consent to the entry of orders of forfeiture for the Specific Assets and any other property forfeited in partial or full satisfaction of the Forfeiture Money Judgment and waives the requirements of Rules 32.2 and 43(a) of the Federal Rules of Criminal Procedure regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. Defendant understands that the forfeiture of assets is part of the sentence that may be imposed in this case and waives any failure by the court to advise him of this pursuant to Rule 11(b)(1)(J) of the Federal Rules of Criminal Procedure at the guilty plea proceeding.

BOBBY BOYE hereby waives any and all claims that this forfeiture constitutes an excessive fine and agrees that this forfeiture does not violate the Eighth Amendment.

#### Immigration Consequences

The defendant understands that, if he is not a citizen of the United States, his guilty plea to the charged offense(s) may result in his being subject to immigration proceedings and removed from the United States by making him deportable, excludable, or inadmissible, or ending his naturalization. The defendant understands that the immigration consequences of this plea will be imposed in a separate proceeding before the immigration authorities. The defendant wants and agrees to plead guilty to the charged offense(s) regardless of any immigration consequences of this plea, even if this plea will cause his removal from the United States. The defendant understands that he is bound by his guilty plea regardless of any immigration consequences of the plea. Accordingly, the defendant waives any and all challenges to his guilty plea and to his sentence based on any immigration consequences, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or any kind of collateral attack challenging his guilty plea, conviction, or sentence, based on any immigration consequences of his guilty plea.

#### 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 BOBBY BOYE. This agreement does not prohibit the United States, any agency thereof (including Immigration and Customs Enforcement), or any third party from initiating or prosecuting any civil or administrative proceeding against BOBBY BOYE.

No provision of this agreement shall preclude BOBBY BOYE from pursuing in an appropriate forum, when permitted by law, an appeal, collateral attack, writ, or motion claiming that BOBBY BOYE received constitutionally ineffective assistance of counsel.

No Other Promises

This agreement constitutes the plea agreement between BOBBY BOYE 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.

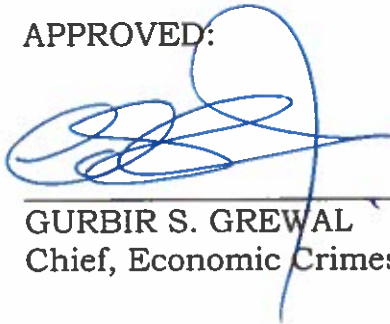
Very truly yours,

PAUL J. FISHMAN  
United States Attorney



By: SHIRLEY U. EMEHELU  
Assistant U.S. Attorney

APPROVED:



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GURBIR S. GREWAL  
Chief, Economic Crimes Unit



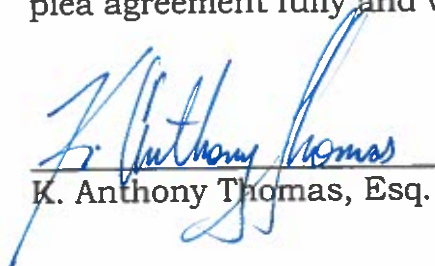
I have received this letter from my attorney, K. Anthony Thomas, Esq. I have read it. My attorney and I have discussed it and all of its provisions, including those addressing the charge, sentencing, stipulations, waiver, forfeiture, and immigration consequences. I understand this letter fully. I hereby accept its terms and conditions 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. I want to plead guilty pursuant to this plea agreement.

AGREED AND ACCEPTED:

  
BOBBY BOYE

Date: 3/19/15

I have discussed with my client this plea agreement and all of its provisions, including those addressing the charge, sentencing, stipulations, waiver, forfeiture, and immigration consequences. My client understands this plea agreement fully and wants to plead guilty pursuant to it.

  
K. Anthony Thomas, Esq.

Date: 3/19/2015

Plea Agreement with BOBBY BOYE

Schedule A

1. This Office and BOBBY BOYE recognize that the United States Sentencing Guidelines are not binding upon the Court. This Office and BOBBY BOYE nevertheless agree to the stipulations set forth herein, and agree that the Court should sentence BOBBY BOYE within the Guidelines range that results from the total Guidelines offense level set forth below. This Office and BOBBY BOYE further agree that neither party will argue for the imposition of a sentence outside the Guidelines range that results from the agreed total Guidelines offense level.

2. The version of the United States Sentencing Guidelines effective November 1, 2014 applies in this case. The applicable guideline is U.S.S.G. § 2B1.1. Because the substantive offense of wire fraud has a statutory maximum term of imprisonment of 20 years or more, the Base Offense Level is 7 pursuant to U.S.S.G. § 2B1.1(a)(1).

3. The parties agree that under U.S.S.G. § 2X1.1(b)(2), BOBBY BOYE and his co-conspirators completed all the acts the conspirators believed necessary on their part for the successful completion of the substantive offense of wire fraud.

4. Specific Offense Characteristic § 2B1.1(b)(1)(J) applies because the aggregate loss amount is greater than \$2,500,000 but not more than \$7,000,000. This Specific Offense Characteristic results in an increase of 18 levels.

5. BOBBY BOYE abused a position of private trust in a manner that significantly facilitated the commission or concealment of the relevant criminal activity, pursuant to U.S.S.G. § 3B1.3. This results in an increase of 2 levels.

6. The total Guideline offense level applicable to BOBBY BOYE is therefore 27. See U.S.S.G. § 3D1.3(b) & app. n. 3.

7. As of the date of this letter, BOBBY BOYE has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for the offenses charged. Therefore, a downward adjustment of 2 levels for acceptance of responsibility is appropriate if BOBBY BOYE's acceptance of responsibility continues through the date of sentencing. See U.S.S.G. § 3E1.1(a).

8. As of the date of this letter, BOBBY BOYE 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 this Office to avoid preparing for trial and permitting this Office and the court to allocate their resources efficiently. At sentencing, this Office will move for a further 1-point reduction in BOBBY BOYE's offense level pursuant to U.S.S.G. § 3E1.1(b) if the following conditions are met: (a) BOBBY BOYE enters a plea pursuant to this agreement, (b) this Office in its discretion determines that BOBBY BOYE's acceptance of responsibility has continued through the date of sentencing and BOBBY BOYE therefore qualifies for a 2-point reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a), and (c) BOBBY BOYE's offense level under the Guidelines prior to the operation of § 3E1.1(a) is 16 or greater.

9. In accordance with the above, the parties agree that the total Guidelines offense level applicable to BOBBY BOYE is 24 (the "agreed total Guidelines offense level").

10. The parties agree not to seek or argue for any upward or downward departure, adjustment or variance not set forth herein. The parties further agree that a sentence within the Guidelines range that results from the agreed total Guidelines offense level of 24 is reasonable.

11. BOBBY BOYE knows that he has and, except as noted below in this paragraph, voluntarily waives, the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2255, which challenges the sentence imposed by the sentencing court if that sentence falls within or below the Guidelines range that results from the agreed total Guidelines offense level of 24. This Office will not file any appeal, motion, or writ which challenges the sentence imposed by the sentencing court if that sentence falls within or above the Guidelines range that results from the agreed total Guidelines offense level of 24. The parties reserve any right they may have under 18 U.S.C. § 3742 to appeal the sentencing court's determination of the criminal history category. The provisions of this paragraph are binding on the parties even if the Court employs a Guidelines analysis different from that stipulated to herein. Furthermore, if the sentencing court accepts a stipulation, both parties waive the right to file an appeal, collateral attack, writ, or motion claiming that the sentencing court erred in doing so.

12. Both parties reserve the right to oppose or move to dismiss any appeal, collateral attack, writ, or motion barred by the preceding paragraph and to file or to oppose any appeal, collateral attack, writ or motion not barred by the preceding paragraph.