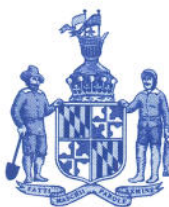


STATE OF MARYLAND

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FOR IMMEDIATE RELEASE

April 14, 2008

State of Maryland v. Ashita Patel, Case No. 107137023

Maryland State Prosecutor Robert A. Rohrbaugh announced today that Ashita Patel has entered a guilty plea to felony theft and conspiracy to commit theft for her role in a theft scheme wherein the Baltimore City Schools were fraudulently billed for \$32,000.00 worth of "maintenance work" which was never performed. The Plea Agreement and Statement of Facts presented to the court are attached.

Judge Miller sentenced Ms. Patel to a period of 2 years incarceration, suspended, and five years of supervised probation. In addition, Ms. Patel will perform 350 hours of community service, pay \$32,000.00 restitution to the Baltimore City School System and forfeit an additional \$40,000.00 to the federal government which represents monies she received from her co-conspirator Rajiv Dixit.

Mr. Dixit, who has already pled guilty to those theft schemes, was sentenced last year to 5 years incarceration. As a part of Mr. Dixit's sentence, he has paid \$500,000.00 in restitution to the Baltimore City schools and \$500,000.00 to the federal government.

This case represents the conclusion of the first phase of the State Prosecutor's investigation of the Baltimore City Public Schools. However, the investigation of corruption within the Baltimore City school system continues. Mr. Rohrbaugh stated, "With the continued support of Dr. Alonzo, this Office intends to continue its review of any suspicious transactions in the school system."

STATEMENT OF FACTS

Between May 8, 2002 and April 7, 2003, the Defendant Ashita Patel did conspire and participate with Rajiv Dixit in a theft scheme whereby they stole \$32,000.00 from the Baltimore City Public Schools.

The Defendant and Mr. Dixit were already business partners, owning an Exxon gas station together, when in 2002, they created an illusory business named "Kesa Maintenance." The purpose of this business was to carry out the theft scheme.

The theft occurred over the course of nearly one year as the Defendant created and signed fictitious invoices in the name of Kesa Maintenance, sending them directly to Mr. Dixit for approval. Mr. Dixit at the time worked as a Facilities Manager for the Baltimore City Public Schools. Mr. Dixit approved payment of these "bills" as part of his duties as an employee of the BCPS and the Defendant in fact received payments, in sum totaling \$32,000.00. Kesa Maintenance never performed *any* work for the Baltimore City Public Schools.

Mr. Dixit would testify that he and the Defendant did conspire together to create this sham company as well as the fictitious invoices knowing Kesa Maintenance never did nor ever would perform any work for the school system. Mr. Dixit has admitted his involvement to investigators and the Grand Jury in this and two other theft schemes against the Baltimore City School System. He has already served his sentence for a guilty plea in the two other theft schemes against and made the required restitution as to all three schemes.

All events did occur in Baltimore City.

PLEA AGREEMENT

IT IS HEREBY AGREED, by and between the State Of Maryland, by Shelly S. Glenn, Senior Assistant State Prosecutor, and Ashita Patel and her attorney, David Cohen, Esquire, as follows:

1. Ashita Patel has been indicted by the Grand Jurors of Baltimore City, alleging one count of Theft Over \$500 which carries a maximum penalty of 15 years incarceration and/or \$25,000 in fines; one count of Conspiracy to commit Theft Over \$500 which carries a maximum penalty of 15 years incarceration and/or \$25,000 in fines; and, one count of Bribery, which carries a penalty of not less than 2 nor more than 12 years incarceration and a fine of up to \$5,000.

2. The Defendant will enter a plea of guilty to the charges of Theft and Conspiracy to Commit Theft.

3. The Defendant shall plea guilty on April 16, 2008, unless all parties agree to advance the case to an earlier date. Disposition and sentencing shall occur on the date that the Court accepts the plea, unless the State requests that sentencing be deferred until such time as the State can determine of the Defendant has completed all of her non-monetary obligations.

4. The Defendant acknowledges and admits that between May 8, 2002 and April 7, 2003, she actively participated in a theft scheme with Rajiv Dixit, in which the two created a business named "Kesa Maintenance" for the purpose of creating and submitting fictitious invoices to the Baltimore City Public Schools for payment, and further that she created and signed such invoices and received payment from BCPS for the fictitious work described on the invoices. The Defendant acknowledges and admits that the total amount stolen in this scheme was approximately \$32,000. The Defendant also acknowledges and agrees that she received an additional \$40,000 from Dixit which she used personally. She was advised that in 2005 the State had received an assignment of said funds (\$40,000.00) from Dixit.

5. The Defendant agrees that she will cooperate fully with the State by providing truthful and complete information concerning her involvement with and knowledge of criminal activities committed by Rajiv Dixit and/or any other person at the Baltimore City Public Schools of which she has knowledge when and as required, including, but not limited to, providing truthful and complete testimony concerning the matters described in (4) above at such times and places as the State may request, including at any trial or grand jury.

6. The Defendant understands that §9-201 of the Criminal Law Article, Annotated Code of Maryland, provides for transactional immunity in return for testimony concerning bribery. That section grants immunity from prosecution, trial and punishment for any acts and transactions concerning bribery about which she testifies. Defendant understands that, should she testify or otherwise give any information about these matters, the immunity conferred by §9-201 of the Criminal Law Article might bar her prosecution, trial and punishment for any of the acts or transactions concerning which she testifies, including the charges to which she has agreed to plead guilty. Consequently, the Defendant expressly waives, by her signature on this agreement, any immunity which she might otherwise receive or become entitled to pursuant to §9-201 of the Criminal Law Article by virtue of any information or testimony which she may provide under the terms of this agreement.

7. In return for the Defendant's plea as set forth above and her full, complete and continuing cooperation in the investigation and prosecution of those involved in the above-described offenses and any investigations concerning which she has knowledge or evidence:

- a. The State will not charge Ashita Patel with any other offenses that she has fully and truthfully disclosed pursuant to this Agreement.
- b. The State will argue for a 2 year sentence, to be suspended in full, in favor of five (5) years of probation and the additional terms herein.
- c. The Defendant will be free to argue for PBJ. The State will stand opposed.

d. The Defendant will make the following monetary payments:

1. Full restitution to the city schools in the amount of \$32,000 to be paid as follows:

(a) \$17,000.00 on the day of sentencing, drawn on counsel's client trust fund account, payable to the New Board of School Commissioners of Baltimore City;

(b) the balance of \$15,000.00 to be paid over the course of probation at a rate of a minimum of \$250.00/month for 60 months via the Department of Parole and Probation.

2. Full payment drawn on her counsel's (Mr. Glick's) client trust fund account in the amount of \$40,000, representing an Irrevocable Assignment of Claim from Rajiv Dixit, which will be paid to the United States Government as a part of a federal forfeiture proceeding to be instituted by the United States Attorney. Such check will be payable to the United States Marshall or such other agency as directed by the United States Attorney's Office. Ms. Patel will consent to such forfeiture and will sign any and all documents as may be necessary to effectuate the \$40,000.00 federal forfeiture.

3. The total amount of \$57,000 set forth in subparagraphs (d) (1)(a) and (2) above shall be deposited in the Defendant's attorney's client trust fund account at least twenty-four (24) hours prior to the time when the Defendant's guilty plea will be tendered. Time is of the essence. Within twenty-four (24) hours before this time when the Defendant's guilty plea will be tendered, counsel for the Defendant will confirm, in writing, to the State Prosecutor that the full \$57,000 in negotiable funds is in his client's trust account. In the event that the Defendant's attorney does not confirm, in writing, that the full \$57,000 is in his client's trust account within the time agreed, then this entire agreement is automatically VOID without further notice to the Defendant or her counsel.

Notwithstanding any other provision in this Agreement to the contrary, no court determination will be sought and the Defendant specifically and irrevocably waives all claims or defenses relating to her failure to deposit the full \$57,000 or her counsel's failure to notify timely the State Prosecutor of the full deposit of the money, Time is of the essence.

e. The Defendant will perform 350 hours of community service during any period of probation.

f. The State will enter a nolle prosequi to the count of Bribery.

8. Except in the event of a breach of this agreement and in connection with her plea of guilty under this agreement, the State will not use the testimony and information truthfully disclosed by the Defendant against her in any other proceeding.

9. Providing materially false or incomplete information under this agreement, or failure to provide information or to testify fully and truthfully to all material matters at such times and places as request by the State shall constitute a breach of this agreement. A determination of "deception" (also known as "failure") or "inconclusive" made by the Maryland State Police polygrapher shall be deemed a breach of this agreement. In the event of a breach of this agreement by the Defendant, the State shall be released from all of its obligations hereunder, including any restriction on the use of the statements and information provided by the Defendant under this agreement.

10. Except as provided in sub-paragraph 8(d)(3), should a dispute arise, the Court shall determine whether the Defendant has breached this agreement in an appropriate proceeding at which it shall be the burden of the State to establish Defendant's breach by a preponderance of the evidence.

11. In the event of a breach by the Defendant, Defendant expressly agrees that she shall not be permitted to withdraw her plea of guilty solely because the State is released from its obligations hereunder. However, in the event that the Defendant is

permitted to withdraw her plea for any reason, the State shall be permitted to use any and all statements made by the Defendant against her at any proceedings, including those made by her during her polygraph examination.

12. The Defendant specifically waives all post-conviction motions, including the filing of any motions to stay the execution of the sentence, for reconsideration or review by a panel, and all Public Information Act requests.

13. No provision of this agreement is binding unless and until executed by all of the parties hereto.

Date _____

Shelly S. Glenn, Assistant State Prosecutor

I, **Ashita Patel**, have read the foregoing Plea Agreement and I have reviewed its contents and terms with my attorney, David Cohen, and I thoroughly understand the terms of the agreement and freely and voluntarily agree to its terms.

Date _____

Ashita Patel

I, **David Cohen**, am the attorney for Ashita Patel. I certify that I have thoroughly reviewed the terms of the foregoing Plea Agreement with my client. To the best of my knowledge, her decision to enter into this plea agreement is made freely and voluntarily with fully understanding of its terms.

Date _____

David Cohen, Attorney to Ashita Patel