



U.S. Department of Justice

Leah B. Foley
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

February 13, 2025

Joshua Hanye, Esq.
Assistant Federal Defender
51 Sleeper Street, 5th Floor
Boston, MA 02210
Joshua_Hanye@fd.org

Re: United States v. Stavros Papantoniadis
Criminal No. 24-10084-AK

Dear Mr. Hanye:

The United States Attorney for the District of Massachusetts (the "U.S. Attorney") and your client, Stavros Papantoniadis, a/k/a "Steve Papantoniadis" ("Defendant"), agree as follows, pursuant to Federal Rule of Criminal Procedure ("Rule") 11(c)(1)(C):

1. Change of Plea

No later than February 25, 2025, Defendant will waive Indictment and plead guilty to the sole count of the Superseding Information: False Statements, in violation of 18 U.S.C. § 1001(a)(2). Defendant admits that Defendant committed the crime specified in this count (and as described in the statement of factual basis attached hereto as Exhibit A) and is in fact guilty.

2. Penalties

Defendant faces the following maximum penalties: incarceration for 5 years; supervised release for 3 years; a fine of \$250,000; a mandatory special assessment of \$100; restitution in the amount of \$534,462.01; and forfeiture to the extent charged in the Information.

Defendant understands that, if Defendant is not a United States citizen by birth, pleading guilty may affect Defendant's immigration status. Defendant agrees to plead guilty regardless of any potential immigration consequences, even if Defendant's plea results in being automatically removed from the United States.

3. Rule 11(c)(1)(C) Plea

In accordance with Rule 11(c)(1)(C), if the Court accepts this Plea Agreement, the Court must include the agreed disposition in the judgment. If the Court rejects any part of this Plea Agreement, the U.S. Attorney may void the agreement and/or Defendant may withdraw from it. Defendant may not withdraw Defendant's plea for any other reason.

Should the U.S. Attorney void the agreement and/or Defendant moves to withdraw Defendant's guilty plea, Defendant agrees to waive any defenses based upon statute of limitations, the constitutional protection against pre-indictment delay, and the Speedy Trial Act for all charges that could have been brought as of the date of this Plea Agreement.

4. Sentencing Guidelines

The parties agree, based on the following calculations, that Defendant's total "offense level" under the Guidelines is 15:

- a) Defendant's base offense level is 6, because Defendant pleaded guilty to False Statements, in violation of 18 U.S.C. § 1001(a) (USSG § 2B1.1(a)(1));
- b) Defendant's offense level is increased by 12 levels, because Defendant caused a loss greater than \$250,000 (USSG § 2B1.1(b)(1)(G)); and
- c) Defendant's offense level is decreased by 3 levels, because Defendant has accepted responsibility for Defendant's crime (USSG § 3E1.1).

Defendant understands that the Court is not required to follow this calculation. Defendant also understands that the government will object to any reduction in Defendant's sentence based on acceptance of responsibility, and may be released from the parties' agreed-upon disposition in Paragraph 5 if: (a) at sentencing, Defendant (directly or through counsel) indicates that Defendant does not fully accept responsibility for having engaged in the conduct underlying each of the elements of the crime to which Defendant 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.

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.

5. Agreed Disposition

The parties agree on the following sentence:

- a) incarceration for 24 months, 6 months of which will be ordered and served consecutive to the 102-month sentence imposed in *United States v. Papantoniadis*, Case No. 23-cr-10089-FDS, and the remaining 18 months will

be ordered to run concurrent to the previously imposed sentence;¹

- b) 12 months of supervised release;
- c) a mandatory special assessment of \$100, which Defendant must pay to the Clerk of the Court by the date of sentencing; and
- d) restitution payable to the U.S. Small Business Administration in the amount of \$534,462.01, which is the principal and interest due on the fraudulently obtained loan as of January 30, 2025.

Defendant agrees that all criminal monetary penalties, including special assessment and restitution imposed shall be due and payable immediately, and further agrees that any Court-ordered repayment schedule does not preclude further enforcement or collection by the United States.

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.

The U.S. Attorney agrees to dismiss Counts One and Two of the Indictment following the imposition of sentence at the sentencing hearing.

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

Defendant has the right to challenge Defendant's 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 Defendant's conviction or sentence should be overturned.

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

¹ Pursuant to 18 U.S.C. § 3584(a), "multiple terms of imprisonment imposed at different times run consecutively unless the court orders that the terms are to run concurrently." The parties agree that only 6 months of the sentence in this case shall run consecutive to the previously imposed term of imprisonment.

- a) Defendant will not challenge Defendant's conviction on direct appeal or in any other proceeding, including in a separate civil lawsuit; and
- b) Defendant will not challenge Defendant's sentence, including any court orders related to forfeiture, restitution, fines or supervised release, on direct appeal or in any other proceeding, including in a separate civil lawsuit.

The U.S. Attorney agrees not to appeal the imposition of the sentence agreed to by the parties in paragraph 5.

Defendant understands that, by agreeing to the above, Defendant is agreeing that Defendant's conviction and sentence 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 Defendant's conviction and sentence regardless of whether Defendant later changes Defendant's mind or finds new information that would have led Defendant not to agree to give up these rights in the first place.

Defendant is agreeing to give up these rights 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 Defendant's 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 Defendant's conviction or sentence overturned.

7. Waiver of Hyde Amendment Claim

Defendant is aware that the Court can award attorneys' fees and other litigation expenses to defendants in certain criminal cases. In exchange for the concessions the U.S. Attorney is making in this Agreement, Defendant waives any claim under the so-called "Hyde Amendment," 18 U.S.C. § 3006A, that is based in whole or in part on the U.S. Attorney's agreement in Paragraph 1 to dismiss Counts 1 and 2 of the pending indictment.

8. Civil Liability

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

9. Breach of Plea Agreement

Defendant understands that if Defendant 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 Defendant's guilty plea. Defendant's conduct, however, would give the U.S. Attorney

the right to be released from the U.S. Attorney's 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 Defendant provided to the government during investigation or prosecution of Defendant's case—even if the parties had entered any earlier written or oral agreements or understandings about this issue.

Defendant also understands that if Defendant breaches any provision of this Agreement or engages in any of the aforementioned conduct, Defendant 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.

10. 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.

11. 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.

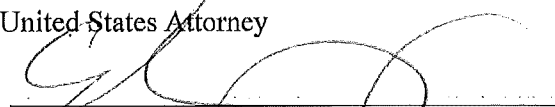
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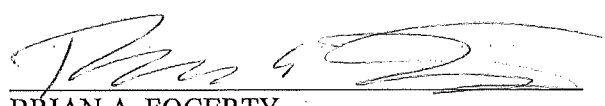
If this letter accurately reflects the agreement between the U.S. Attorney and Defendant, please have Defendant sign the Acknowledgment of Plea Agreement below. Please also sign below as Witness. Return the original of this letter to Assistant U.S. Attorney Brian A. Fogerty.

Sincerely,

LEAH B. FOLEY
United States Attorney

By:


ELIZABETH C. RILEY
Chief, Human Trafficking & Civil Rights Unit


BRIAN A. FOGERTY
Assistant U.S. Attorney

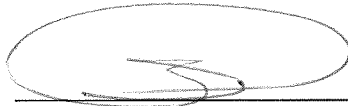
ACKNOWLEDGMENT OF PLEA AGREEMENT

I have read this letter, including the written factual basis for my plea that is set forth in Exhibit A, 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.



Stavros Papantoniadis
Defendant

Date:

2-24-25

I certify that Defendant Stavros Papantoniadis has read this Agreement and that we have discussed what it means. I believe Defendant Stavros Papantoniadis 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.



Joshua Hanye
Assistant Federal Defender
Attorney for Defendant

Date:

2/24/25

ATTACHMENT A

Factual Basis for Plea

On or about November 22, 2021, defendant Stavros Papantoniadis, a/k/a “Steve Papantoniadis,” committed the offense of False Statements, in violation 18 U.S.C. § 1001(a)(2), by knowingly and willfully submitting a loan application to the U.S. Small Business Administration (hereinafter, the “SBA”), in which he falsely represented that he owned and operated a business that he had sold. As a result of Papantoniadis’ false statements to the SBA, he obtained a loan in the amount of \$500,000.

Papantoniadis’ Ownership Interest

At all times relevant, Papantoniadis owned and controlled a group of pizzerias located in the District of Massachusetts (collectively, “Stash’s Pizzerias”). He also owned a Massachusetts limited liability company called 1225 North Main St LLC. Beginning on a date unknown and continuing to in or around April 2021, 1225 North Main St LLC was doing business as Boston Pizza Company of Randolph (hereinafter, the “Randolph Location”).

In or around April 2021, Papantoniadis sold the Randolph Location. On or about September 29, 2021, the Secretary of the Commonwealth of Massachusetts deemed the entity 1225 North Main St LLC cancelled.

The SBA and the Economic Injury Disaster Loan Program

The SBA was an agency of the executive branch of the United States government. The mission of the SBA was to maintain and strengthen the nation’s economy by enabling the establishment and viability of small businesses and by assisting in the economic recovery of communities after disasters. To that end, the SBA’s Economic Injury Disaster Loan (“EIDL”) program provided loans of up to \$2 million to small businesses that suffered “substantial economic

injury” from COVID-19. The EIDL program required recipients to use EIDL funds only on certain business expenses, including payments of fixed business debts and payroll.

EIDL funds were issued directly from the United States Treasury. Applicants applied through the SBA via an online portal. The EIDL application process required applicants to provide information concerning the affected business, including the number of employees, gross revenues, and costs of goods sold in the 12 months prior to January 31, 2020, as well as information about the business owner. Applicants electronically certified that the information provided was accurate. The SBA relied on the information provided by the applicant to determine how much money the small business was eligible to receive in the form of EIDL funds.

Papantoniadis’ Materially False Statements

On or about November 21, 2021, after selling the Randolph Location, Papantoniadis caused an EIDL application to be submitted to the SBA on behalf of 1225 North Main St LLC, doing business as Boston Pizza Company (i.e. the Randolph Location). The application requested a loan in the amount of \$986,900.00. In the application, Papantoniadis represented that Boston Pizza Company was a restaurant located at 1225 North Main Street in Randolph, Massachusetts. He also represented that the restaurant then had 18 employees. At the end of the application, Papantoniadis caused a box to be checked certifying “under penalty of perjury under the laws of the United States” that the information in the application was “true and correct.” However, in truth and in fact, Papantoniadis did not own and operate the Boston Pizza Company restaurant (i.e., the Randolph Location) when he caused the EIDL application to be submitted. Nor did 1225 North Main St LLC then have 18 employees working at the Randolph Location.

On or about December 4, 2021, the SBA initially denied Papantoniadis’ EIDL application. However, between on or about December 4, 2021, and on or about December 28, 2021,

Papantoniadis and his certified public accountant, Person 1, sent documents and information to SBA personnel to cause the SBA to approve the loan. In an attempt to falsely assure the SBA that 1225 North Main St LLC was still a viable entity doing business as Boston Pizza Company, Papantoniadis caused Person 1 to send the SBA, among other things, a “certificate of good standing and/or tax compliance,” certifying that 1225 North Main St LLC was in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

Papantoniadis’ Received Nearly Half a Million Dollars From the U.S. Treasury

Following Papantoniadis and Person 1’s submissions, on or about December 28, 2021, the SBA approved Papantoniadis’ application on behalf of 1225 North Main St LLC and authorized a loan in the amount of \$500,000.00 for the business Papantoniadis no longer owned. On or about January 4, 2022, the United States Treasury sent Papantoniadis loan proceeds in the amount of \$499,900.00. Papantoniadis used the funds to purchase another pizza business which he intended to open in the future. At the time, he knew this was not an authorized purpose under the terms of the loan.

* * *

I have read and carefully reviewed the Factual Basis for Plea with my attorney. I agree that it is true and correct. I also agree that if this matter proceeded to trial, the United States could establish each of the facts contained in the Factual Basis for Plea beyond a reasonable doubt, and that those facts satisfy the elements of the offense to which I am pleading guilty.



Stavros Papantoniadis
Defendant

Date: _____

2-24-25