

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA

v.

JONATHAN J. EINHORN,

Defendant.

Criminal Case No. 25-CR-90-MSM-PAS

In violation of

18 U.S.C. § 1001 (False Statements)

DEFERRED PROSECUTION AGREEMENT

This Deferred Prosecution Agreement (the “Agreement”) is made between the United States Attorney’s Office for the District of Rhode Island (the “USAO”) and the defendant, Jonathan J. Einhorn (“Einhorn”).

1. Einhorn acknowledges that the USAO has independently developed evidence upon which a jury could find beyond a reasonable doubt that Einhorn violated federal law as described in the Information.

Term of the Agreement

2. This Agreement is effective for a period of eighteen months from the date on which the Information is filed (the “Term”). If the Court rejects this Agreement, all provisions of this Agreement shall be deemed null and void, and the Term shall be deemed not to have begun.

Deferral of Prosecution

3. If Einhorn complies with all his material obligations under this Agreement for the full Term, the USAO will file a dismissal of the Information as to him no later than thirty days after the Term expires.

4. Absent a material breach by Einhorn of his obligations under this Agreement, the USAO will bring no additional charges against Einhorn relating to the conduct forming the basis for the Information.

5. This Agreement does not protect Einhorn from prosecution for any crimes except those arising out of the conduct described in the Information. This Agreement does not apply to any individual other than Einhorn.

6. The USAO and Einhorn understand that the Court must approve the deferral of prosecution set out and agreed to in this Agreement in accordance with 18 U.S.C. § 3161(h)(2). Specifically, for purposes of the Speedy Trial Act, the Court must approve the delay of a trial on the Information to allow Einhorn sufficient time to demonstrate his good conduct by complying with Paragraph 8 of this Agreement.

Breach of the Agreement

7. If, during the Term, Einhorn (a) commits any violation of federal criminal law, (b) fails to comply with his obligations herein, or (c) otherwise fails to perform or fulfill completely each of his obligations under this Agreement, Einhorn will thereafter be subject to prosecution for the Information and any charges related to the conduct described in the attached Statement of Facts.

8. As a condition to entry of this Agreement, Einhorn agrees to surrender his license to practice law issued from the State of Connecticut Bar Association within ninety (90) days after the filing of this Agreement.<sup>1</sup> During this period of ninety or fewer days, Einhorn will not accept representation of any new client(s). Einhorn will immediately inform all existing clients and any court in which he appears of the existence of this Agreement and that he has agreed to surrender his license to practice law no later than 90 days after the filing of this Agreement. For a period of ten (10) years following the date of the execution of this agreement, Einhorn will not seek to renew

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<sup>1</sup> J. Einhorn affirms that he is a member, in good standing, of the State of Connecticut Bar Association. He further states that he is admitted to practice before the following: US District Court of Connecticut; US Court of Appeals, 2<sup>nd</sup> Circuit; US Supreme Court; US District Court WDNY, and US District Court NDNY.

or reinstate his license from the State of Connecticut Bar Association and will not seek to obtain licensure from any other jurisdiction. After surrendering his license to practice law, representing any person would be a breach of this agreement and would constitute the unauthorized practice of law. If Einhorn were to violate the terms of this condition after the dismissal of the Information (i.e., after 18 months from the execution of the agreement), the United States shall be free to bring any charges against Einhorn related to the conduct described in the Information and the attached Statement of Facts. Einhorn agrees to waive the statute of limitation on any such charges for a period of 10 years following the date of the filing of the Information.

9. Determination of whether Einhorn has breached this Agreement and whether to pursue prosecution of Einhorn will be in the USAO's sole discretion. If the USAO determines that Einhorn has breached this Agreement, it will give Einhorn written notice before instituting any prosecution resulting from such breach. Within thirty days after receiving such notice, Einhorn will have the opportunity to make a presentation to the USAO to demonstrate that: (a) no breach occurred, (b) the breach was not a knowing breach and could not have been avoided with the exercise of due diligence, or (c) the breach has been cured. The USAO will consider any such presentation in determining whether to pursue prosecution of Einhorn.

10. Einhorn agrees that the consequences for a breach set forth in this Agreement are remedies to which the USAO is entitled in the event of a breach and shall survive the termination of this Agreement in the event of a breach. Einhorn agrees that the USAO's remedies for a breach are not limited to those set forth in this Agreement. Einhorn further agrees that, in the event of a breach, Einhorn nevertheless will be bound by his waivers of legal, equitable, and constitutional rights set forth in this Agreement, and those provisions will survive even in the event of a breach.

Agreement Binding Only on Einhorn and USAO

11. This Agreement is binding only on Einhorn and the USAO and does not bind any other component of the U.S. Department of Justice, any federal agency, or any state or local law enforcement or administrative authority. Further, the waivers and other agreements made by Einhorn herein shall not be binding on Einhorn in any civil or criminal proceeding initiated by any person or entity other than the USAO.

12. Nothing in this Agreement restricts in any way the ability of the USAO to proceed against any individual or entity not a party to this Agreement.

#### Miscellaneous

13. Einhorn and the USAO agree that this Agreement shall be made available to the public and that the USAO shall issue a press release disclosing this Agreement, the Information and the Statement of Facts.

14. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same Agreement. Signatures transmitted by facsimile or email shall be deemed to be original signatures for all purposes.

15. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements or understandings, both oral and written, with respect to the subject matter hereof and the disposition of this case. No promises, representations, or agreements have been made other than those set forth in this Agreement. This Agreement may be modified or supplemented only in a written memorandum signed by the parties or by express agreement of the parties on the record in court.

#### Advice of Counsel



16. Einhorn acknowledges the following: he has read and understands the terms and provisions of this Agreement; he has had a full and complete opportunity to consult with legal counsel and to ask any questions about the terms and provisions of this Agreement; he fully understands the nature of the crime alleged against him in the Information, the maximum penalties and Sentencing Guidelines provisions applicable to the offense, and penalties potentially applicable to him; he has discussed with counsel the charge against him, possible defenses he might have, and whether he should go to trial; his agreements and waivers stated herein are knowing and voluntary and are made with the advice of counsel; and he is satisfied with the legal representation provided by his legal counsel.

AGREED.

SARA M. BLOOM  
ACTING UNITED STATES ATTORNEY

By: Lee H. Vilker  
LEE H. VILKER  
Criminal Chief

Paul F. Daly, Jr.  
PAUL F. DALY, JR.  
Assistant United States Attorney

Date: 7/24/25

Jonathan J. Einhorn  
JONATHAN J. EINHORN

Date: 7/10/25

Charles A. Tamuleviz, Esq.  
CHARLES A. TAMULEVIZ, ESQ.  
Counsel to Jonathan J. Einhorn

Date: 07-14-2025