UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

Grand Jury N-23-1

UNITED STATES OF AMERICA	CRIMINAL NO. 3:24-cr-108 (SRU) (RAR)
v.	VIOLATIONS:
KONSTANTINOS DIAMANTIS, a.k.a. "Kosta"	18 U.S.C. § 1951 (Extortion) 18 U.S.C. § 666(a)(1)(B) (Bribery) 18 U.S.C. § 1951 (Conspiracy to Commit Extortion) 18 U.S.C. § 371 (Conspiracy to Commit Bribery) 18 U.S.C. § 1001 (False Statements)

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INDICTMENT

The Grand Jury charges:

1. As alleged more fully below, in his capacity as an official of the State of Connecticut, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," engaged in a scheme and conspiracy in which he used his position as an official of the State of Connecticut to demand and receive corrupt payments and benefits from construction contractors, both through threats of economic harm and in exchange for official acts concerning school construction projects funded by the State, and then made false statements to federal agents in order to conceal his conduct.

COUNT ONE
(Extortion by Wrongful Use of Fear and Under Color of Official Right – Acranom Masonry, Inc.)

The Defendant

2. At all times relevant to this Indictment, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," was a resident of Farmington, Connecticut. DIAMANTIS was an attorney and, from 1993 until 2005, served as a State Representative for the 79th District,

which covers a portion of Bristol, Connecticut. From at least May 2015 through October 2021, DIAMANTIS was an employee of the State of Connecticut; specifically, DIAMANTIS was the director of the State of Connecticut's Office of School Construction Grants and Review ("OSCGR"), the State agency responsible for the grant administration of all Connecticut public school construction projects seeking State funding. From November 2019 through October 2021, DIAMANTIS was also employed as the deputy secretary of the State of Connecticut's Office of Policy and Management, the State agency responsible for policy, planning, budgeting, and management of State government.

Other Relevant Entities and Individuals

3. At all times relevant to this Indictment, Salvatore Monarca, also known as "Sal," was the President and Director of Acranom Masonry, Inc. ("Acranom"), a masonry contractor located in Middlefield, Connecticut. Monarca was also the President, Treasurer, and Secretary of F. Monarca Masonry Enterprise, Inc., located at the same location. Monarca was a co-conspirator of DIAMANTIS and John F. Duffy, and has been charged separately.

4. John F. Duffy was the Vice President of Acranom. DIAMANTIS was previously married to Duffy's sister, and Duffy continued to refer to DIAMANTIS as "Uncle." Duffy was a co-conspirator of DIAMANTIS and Monarca, and has been charged separately.

5. "Program Manager-1" was the program manager retained by the City of Hartford to supervise its school construction projects, including at Thomas Snell Weaver High School ("Weaver") and Morgan Gardner Bulkeley High School ("Bulkeley").

6. "Contractor-1" was the construction manager on the Weaver project.

7. "Architect-1" was the project architect on the Weaver project.

8. The Hartford School Building Committee ("HSBC") was vested by the City of Hartford's Municipal Code with responsibility for all school building projects, including providing

oversight during all phases of design development and reviewing the performance of all contractors and subcontractors for each school building project.

9. "HSBC Member-1" was a member of the HSBC.

10. "City Employee-1" was an engineer employed by the City of Hartford.

11. "Contractor-2" was the general contractor managing the Birch Grove Primary School construction project in Tolland, Connecticut.

The Acranom Extortion Scheme

12. From in or about 2018 until in or about 2021, in the District of Connecticut and elsewhere, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," while serving as an official of the State of Connecticut, knowingly committed extortion (as that term is defined in Title 18, United States Code, Section 1951(b)(2)), in that DIAMANTIS obtained payments from Acranom with its consent, such consent having been induced by fear of economic loss and under color of official right, and thereby did and attempted to obstruct, delay, and affect commerce and the movement of articles and commodities in commerce (as that term is defined in Title 18, United States Code, Section 1951(b)(3)) in any way and degree; that is, DIAMANTIS used his official State position to cause Acranom to make payments to him, both (i) by threatening to terminate Acranom from school construction projects funded by the State of Connecticut and (ii) in exchange for official action and for advising and pressuring other officials to take official action on pending matters to advance the financial interests of Acranom as to such public school construction projects.

Hartford's Thomas Snell Weaver High School

13. In or around 2015, the City of Hartford started a renovation project at Weaver High School. That project was divided into four phases. The entire Weaver project cost approximately

$133 million, with 95% of the funding provided through state grants administered by OSCGR and supervised by DIAMANTIS.

DIAMANTIS Helps Acranom With Its Phase Two Disputes

14. In or around August 2017, Acranom was selected as the masonry subcontractor for phase two of the Weaver project. Under that contract, Acranom was to be paid approximately $4,090,000.

15. In March 2018, Contractor-1 began complaining about Acranom's work on phase two, a dispute that continued for months.

16. In August 2018, Acranom submitted a claim to Contractor-1 seeking compensation for unanticipated expenses, including those caused by delay in the Weaver construction schedule.

17. Program Manager-1 and Contractor-1 rejected Acranom's claim as unsubstantiated and requested that Acranom repair its allegedly substandard work.

18. Acranom sought DIAMANTIS's assistance to maximize its claim compensation and minimize its repair work.

19. On August 8, 2018, Duffy and Monarca wrote the following via electronic messaging:

Duffy:	Going to be some fun When I tell Kosta I claimed on his job for 509,000 He's going to come down on those guys big time. It's his job and budget
Monarca:	Wever ?
Duffy:	Yes Kosta does all the financial and budgets all state schools[.]

20. As alleged below, DIAMANTIS used his State position and took official action to help Acranom in a variety of ways with respect to its Weaver phase two disputes.

21. DIAMANTIS brought the issue of Acranom's claim to the attention of the HSBC.

22. In or about November 2018, DIAMANTIS caused OSCGR employees to meet with Contractor-1 to discuss Acranom's claim.

23. On November 28, 2018, DIAMANTIS held a meeting at OSCGR's office with City Employee-1 and Contractor-1 to discuss Acranom. DIAMANTIS scheduled a follow-up meeting for December 2018.

24. On January 16, 2019, DIAMANTIS participated in a walk-through of the Weaver project site to examine Acranom's work, alongside Duffy, Architect-1, Contractor-1, and Program Manager-1.

25. Although Acranom performed repair work throughout 2019, its phase two claim was still unresolved by the end of that year.

26. On January 15, 2020, after discussing a meeting between DIAMANTIS and Monarca to deliver a payment from Acranom, Duffy wrote to DIAMANTIS about Monarca's preferred approach to the phase two dispute, "He don't want you hammer on weaver too much maybe destroy the relationships" and "He doesn't want to destroy relationships hammering on the claim."

27. On February 18, 2020, Duffy and DIAMANTIS corresponded about DIAMANTIS pressuring Contractor-1 to resolve Acranom's claim, "You have work cut out to get the guy [Contractor-1's senior project manager] on board for the close out deal."

28. On February 20, 2020, after Monarca proposed to settle Acranom's claim for $350,000, DIAMANTIS responded in an email to Monarca, Duffy, Contractor-1, Program Manager-1, and City Employee-1, "I want this resolved. Let's meet if need all of us some of us at oscgr[.]"

29. On February 22, 2020, DIAMANTIS wrote to Duffy that he planned to meet with Program Manager-1 on Acranom's behalf.

30. On the following Wednesday, February 26, 2020, DIAMANTIS held a meeting at The Capital Grille in Hartford with Contractor-1's senior project manager, Program Manager-1's deputy director, and City Employee-1. The purpose of that meeting was to discuss resolution of Acranom's claim. DIAMANTIS stated that the City of Hartford should pay Acranom an additional $300,000.

31. On or around March 11, 2020, at DIAMANTIS's suggestion and with his support, the City of Hartford agreed to pay $300,000 to Acranom through Contractor-1 to settle Acranom's claim. Because the Weaver project was 95% funded with State money, approximately $285,000 of the $300,000 paid to Acranom to settle its claim was funded by a State grant administered by OSCGR and supervised by DIAMANTIS.

DIAMANTIS Helps Acranom Obtain Its Weaver Phase Four Contract

32. While the phase two dispute was still pending in 2018, Acranom submitted a bid for the masonry work in the fourth phase of the Weaver project.

33. Given the issues regarding the quality of Acranom's work in phase two, Contractor-1 and Program Manager-1 were opposed to hiring Acranom in phase four.

34. In or around November 2018, Program Manager-1 informed Acranom that, even though it was the lowest bidder for phase four, it was not eligible to win because its phase two claim had not been resolved.

35. As alleged below, Acranom once again sought assistance from DIAMANTIS, and in exchange for payment and the promise of future payment, DIAMANTIS used his State position to pressure Contractor-1, Program Manager-1, the City of Hartford, and others to award Acranom the Weaver phase four contract.

36. On November 9, 2018, Duffy wrote to Monarca about the phase four contract issue, "I talked to KostaHe said don't worry about a thing just don't send anything yet[.]"

37. DIAMANTIS acted on Acranom's behalf by rejecting a request that State funds pay for the more than $200,000 difference between Acranom's bid and the next lowest bidder. By doing so, DIAMANTIS forced the City of Hartford to award Acranom the phase four contract.

38. On January 16, 2019, Duffy asked DIAMANTIS to help Acranom, writing "Please make sure That vote tonight goes to [u]s for Phase 4. Talk to your guy." DIAMANTIS responded, "I did already [City Employee-1][.]"

39. On January 22, 2019, Duffy and DIAMANTIS wrote the following in the course of a number of electronic messages that included Monarca:

> Duffy: [Contractor-1's senior project manager] said he has letter of jntent and our contract written and ready to go out. Needs written approval from the City. Tell [City Employee-1] send [Contractor-1's senior project manager] the email to release the contract phase 4. Ok. Thanks
>
> DIAMANTIS: I will
>
> Duffy: Thank you. Once he gets written release he will send out contract immediately
>
> DIAMANTIS: Just sent it to him

40. In response to this pressure from DIAMANTIS, on January 24, 2019, City Employee-1 wrote in an email to Contractor-1, "[I]s there anything you need from the City so you can award phase 4 masonry to Acranim?"

41. On January 25, 2019, Program Manager-1's director wrote to Contractor-1, Program Manager-1, Architect-1, and the City of Hartford, "[A]ttempts to convince those with the 'power of the purse' at OSCGR that the risks to quality of product and possibly to project schedule outweigh the additional cost of awarding the Phase 4 work to the second lowest bidder, as the

'lowest qualified, responsive and responsible' bidder, have been rebuffed." As a result, Program Manager-1 had "no financial choice" but to abandon its objections and allow the phase four contract to go to Acranom.

42. On January 25, 2019, Duffy thanked DIAMANTIS in the course of a number of electronic messages that included Monarca, to which DIAMANTIS responded, "It took a lot of work Trust me[.]"

43. On January 30, 2019, after discussing school construction projects that Acranom was or wanted to be working on, DIAMANTIS wrote to Duffy and Monarca, "Just so you both I am very good at what I do and always do what I say. Johnny knows. And I always usually work at 5 percent of total just FYI[.]"

44. On February 1, 2019, Acranom and Contractor-1 executed a $3,034,000 contract for masonry work as part of the Weaver phase four project.

DIAMANTIS and Acranom Fight Over Bribe Payments

45. Almost immediately after Acranom obtained the Weaver phase four contract, DIAMANTIS began demanding payment for having helped, as alleged below.

46. On February 7, 2019, after unsuccessfully attempting to schedule a meeting with Duffy and Monarca, DIAMANTIS wrote to them:

> I got no call back two days ago now I'm late waited for The courtesy of an answer. I always lived in two way street I always keep my word and do what I say. And I'm no beggar. Clearly this seems one way 14 was to advertise name not for me anyways I got to some deal with my delay I got til 5 tomorrow have good night and nice vaca Johnny good luck guys in future endeavors[.]

47. On April 23, 2019, Duffy asked DIAMANTIS about a construction project at Ana Grace Academy of the Arts in Bloomfield, Connecticut, for which Acranom had bid on the masonry work, writing "You know this job Bro??????????????????????//" DIAMANTIS wrote

back, "Of course it's mine[.]" Acranom was eventually awarded the masonry contract on the Ana Grace project, worth approximately $4,800,000.

48. On April 26, 2019, Duffy and Monarca discussed DIAMANTIS's attempts to obtain payment from Acranom in exchange for official actions:

Duffy: FYI
Uncle getting bit funny
Says he's not out full time counselor as we didn't sign him up to
Annual deal. ????
He's nuts. Right ????

Monarca: For what

Duffy: Somehow He don't like keep getting asked questions

Monarca: Ok
Tell him close wever
And we don't don't call him.

Duffy: He's really busy guy too maybe he thinks we bother him too much
I don't know
His attitude changing a bit recently ??

* * *

He's all about getting full time consultation and annual fee. I told him already that's not for us.

Monarca: We paid him 35k.
Yes
And as of to day. We got 0
Help get other

Duffy: Without him we wouldn't be at weaver 2 or got the contract
Weaver 4[.]

49. On June 14, 2019, DIAMANTIS wrote about an official action he had taken for Acranom, "Just approved 60k in change orders weaver for you guys[.] Plus rain labor[.]"

50. Acranom received payment for its work on the Weaver project though at least December 2021.

Tolland's Birch Grove Primary School

51. While DIAMANTIS was still working on Acranom's Weaver phase two payment claim and phase four contract dispute, he used his power and authority as a State official to help Acranom obtain work on a State-funded project at Birch Grove Primary School in Tolland, Connecticut.

52. In or about January 2019, Birch Grove developed cracks in its foundation due to faulty concrete. Because the building posed a danger to schoolchildren, the State of Connecticut waived the bidding process for an emergency project to rebuild Birch Grove.

53. On or about January 24, 2019, DIAMANTIS stated that Tolland must hire Contractor-2 as the general contractor on the Birch Grove project. By at least March 2019, Contractor-2 was acting in that capacity.

54. In exchange for payment by Acranom and its promise to pay him a percentage of the contract amount, DIAMANTIS used his State position to cause Contractor-2 to invite Acranom to bid on masonry work at the Birch Grove project on March 26, 2019.

55. On April 14, 2019, Duffy forwarded to Monarca an email inviting Acranom to bid on the Birch Grove project, writing "Uncle needs this tomorrow." Acranom subsequently submitted a bid in April 2019.

56. DIAMANTIS caused Contractor-2 to select Acranom as a subcontractor on the Birch Grove project on May 3, 2019. As Duffy wrote to Monarca that day, "Uncle no joke[.] He called me 1 hour before the GC called[.] GC said very pleased to inform you we selected Acranom. [two smiley emojis.]"

57. On May 7, 2019, Acranom and Contractor-2 entered into a $2,551,873 agreement for the masonry work on the Birch Grove project.

58. Acranom received payment for its work on the Birch Grove project through at least June 2021.

DIAMANTIS Seeks Promised Payment From Acranom

59. DIAMANTIS immediately sought the agreed-upon payment from Acranom in exchange for his assistance securing the Birch Grove contract, but Duffy and Monarca contended that DIAMANTIS was not yet due any money because Acranom had not yet been paid.

60. Duffy wrote to DIAMANTIS, arguing that he should wait for payment:

> Uncle think about it the current situation is not the real deal we don't even have correct contract scope or drawings you need to be patient and we get this resolved this is me talking to you bro
> The job is a year away too the current number is a place holder could be a letter rather than a number.
> This is me talking not Sal.
> I would Agree it's worth something for getting on the team but the real transaction didn't happen yet[.] you not looking at it right plus don't overlook what we've done already[.] Understood weaver you helped us but it's still open and we lost a lot. I'd say be patient and we address this moving forward but It's up to you[.] If we want to sit down and meet we can do that too[.]
> Let me know
> Thanks

61. DIAMANTIS argued that his work on behalf of Acranom was worth at least $44,000, writing: "I'm asking for reasonable number being on the team had value and it's not zero 50 is fair zero is an insult to my character for you I do 44not penny less and tomorrow as agreed other than that tell him I am out[.]"

62. Duffy replied that Acranom had agreed to pay DIAMANTIS based on the value of the contract, which figure had not been finally determined, writing, "The contract sum is not

finalized as no one knows that is yet[.] The deal was the contract sum plus the rate," and "I know everyone wants to push and get paid fast but this was not our true agreement."

63. At approximately 10:14 p.m. on May 7, 2019, Duffy summarized for Monarca his disagreement with DIAMANTIS: "I Tried to explain to uncle[.] The deal was for the contract sum and we not there yet he's getting mad but it is what it is[.]"

64. DIAMANTIS continued to seek the bribe payment Acranom had promised him.

65. On Wednesday, May 29, 2019, DIAMANTIS requested payment from Acranom by the end of the week, writing to Duffy, "We got tolland meeting Friday I'm begging you I need this done then[.]"

66. The next day, DIAMANTIS again requested payment, specifically to be delivered by Monarca, writing to Duffy, "I have negative in my account 30 in my pocket tell him come prepared tomorrow tolland we talk and Check thanks my brother." As of that date, DIAMANTIS's checking account balance was negative $276.68.

67. On June 17, 2019, DIAMANTIS sent Duffy a screenshot of a communication between DIAMANTIS and Monarca, in which Monarca promised, "We will meet in the next week trying to close out Weaver," and DIAMANTIS responded, "Weaver nothing to do with swaying up tolland. Zero to do with tolland. Next week or next month does not meet my schedule or my issues."

68. Later that day, DIAMANTIS complained to Duffy about Monarca's failure to live up to their agreement, writing, "I'm going to tolland tonight to deal with schedule of values at board meeting[.] It pisses me off I'm taking care of a liar like him[.]" Duffy responded, "Don't worry I'm long run you make out bro[.]" DIAMANTIS later wrote, "I need 5k desperately

tomorrow from him or anyoneI don't care who I shouldn't have to beg he owes me 77 2 months ago[.]"

69. On July 2, 2019, DIAMANTIS wrote to Duffy about Monarca, "Please ask him to give me 20 he can keep the rest and the job but I never want to hear the company name again…I better never see him at tolland[.] Or anywhere[.]"

70. In July 2019, Acranom paid a portion of the agreed-upon bribe amount to DIAMANTIS.

71. On August 9, 2019, DIAMANTIS and Duffy wrote about the amount that Monarca still refused to deliver to DIAMANTIS:

> Duffy: Won't be long now he finally getting on board
>
> DIAMANTIS: Well I sure need it johnny I am in tough place and should not be
>
> Duffy: He will want you to confirm you have his back on weaver 250,000 we are at now
>
> * * *
>
> DIAMANTIS: But I won't do a thing til he does rt thing for tolland[…]
> I need that coin Johnny like last month
> Before Thursday I need so you know

72. The next day, August 10, 2019, DIAMANTIS threatened to have Acranom fired from the Birch Grove project unless he was paid $40,000:

> Well I did what you asked I waited til one o'clock and text you both I don't know what more to do[.] I text him[.] I call him[.] I text him and call again and now I feel like a beggar for what he should have thankfully gave especially when we built it in it's like he's pissing on me and making me crawl. So here is what I will do. I will wait til Monday for him to give you 40 . If not then I think [Contractor-2] needs a new mason for tolland then he will see how real the job was. I'm not a beggar Johnny I'm your brother uncle call me what you wish. But I'm no beggar and did my part

73. Later that day, DIAMANTIS repeated his threat, writing, "Bottom line have him give you 40 for Monday or he's out," and that if Monarca did not deliver "the present" then "Tuesday there will be a new mason[.]"

74. On August 15, 2019, DIAMANTIS asked Duffy about Acranom's payment and instructed him to conceal their communications: "10 15 20 ? So I can plan to come up with shortfall[.] And erase this shit[.] Remember I need 28[.]"

75. On August 20, 2019, Acranom wrote a $10,000 check to Duffy, who immediately cashed it.

76. On September 4, 2019, DIAMANTIS threatened that Acranom's participation in the Birch Grove project depended on its payment to him: "I expect everything 15 November before [Contractor-2] signs you up […] No signing until I get mine[.] It is my project[.] Just bid on it[.]"

77. On October 11, 2019, Acranom wrote a $10,000 check to Duffy, who immediately cashed it.

78. On November 12, 2019, in discussing Acranom's revised Birch Grove proposal, DIAMANTIS acknowledged that he expected their bid would be increased to cover a $70,000 payment to him, writing to Duffy: "Doesn't matter end of day you gone add 70[.]"

79. On December 24, 2019, DIAMANTIS indicated that Acranom should increase its revised Birch Grove proposal, writing to Duffy: "I'm sure you are off half mil. They budgeted 3m. Merry Xmas."

80. On December 27, 2019, DIAMANTIS wrote to Duffy, "Your number approved by [Contractor-2] they will send you amendment Monday."

81. On January 3, 2020, Duffy asked DIAMANTIS, "No revised contract yet ??" DIAMANTIS replied, "I will check in now[.] It will be coming any moment." Duffy replied,

"Thanks[.] My guy says u not joking around. Thanks [smiley emoji.]" DIAMANTIS replied, "So whatever your boss can do sooner than later is greatly appreciated."

82. Later that day, Contractor-2 and Acranom entered into an amended contract for masonry work on Birch Grove Primary School, which increased the payment to Acranom from $2,551,873 to $2,880,445.

83. On January 4, 2020, DIAMANTIS wrote to Monarca to schedule Acranom's payments:

DIAMANTIS: Hope your happy. Was wondering if we can start sooner than the first ? And happy new year !!!!!!! [balloon emoji]

Monarca: You are the man I got say

DIAMANTIS: :))))
My word is my bond friend

84. On January 15, 2020, Monarca wrote to Duffy, "I want to go meet with your Uncle." That day, Duffy scheduled a meeting with DIAMANTIS, at which Monarca would deliver a payment. Duffy wrote to DIAMANTIS: "5 pm today up the street[.] Birthday [birthday cake emoji] too. Ok ??? Or Middletown basement restaurant across from courthouse. ?!! 5 pm. ??" DIAMANTIS replied, "5 pm cap grill with card[.]" Duffy responded, "Ok happy birthday [present emoji, confetti emoji, birthday cake emoji.]" DIAMANTIS's birthday is not in January.

85. On that same date, Acranom wrote a $5,000 check to Monarca, who immediately cashed it, and then gave all or a portion of that cash to DIAMANTIS.

86. On January 21, 2020, Acranom and DIAMANTIS scheduled another meeting for Monarca to deliver a payment. On that date, Acranom wrote a $6,000 check to Monarca, who immediately cashed it, and then gave all or a portion of that cash to DIAMANTIS.

87. On January 30, 2020, DIAMANTIS wrote to Duffy about scheduling Acranom's payments: "I'm meeting him for lunch[.] He's in week two missed a week so tell him to double I give you one[.] Tell I want to meet after that once every two weeks to keep up on the job info instead every week[.]" Duffy replied, "You and him figure it out[.] I'm swamped. agreed[.] monthly[.] Jan feb Mar April[.] Then it went weekly[.]"

88. Later that day, Monarca gave DIAMANTIS cash on behalf of Acranom.

89. On February 18, 2020, after discussing DIAMANTIS's help resolving Acranom's Weaver phase two claim, Duffy and DIAMANTIS corresponded about Monarca delivering Acranom's payment:

DIAMANTIS: I'm suppose to meet him today

Duffy: Ok. Make sure you keep score I'm not sure where you guys at now. Ok
62.5 was number

90. On February 27, 2020, DIAMANTIS again threatened to take adverse economic action against Acranom on the Weaver project unless he was paid:

DIAMANTIS: Your man my friend ignored me. So far today two texts. I told him what I needed and he makes me beg and ignores me. I said hit me double and we meet April 1 again. I want it all at once like I deliver all

Duffy: Ok. He's NUTS
You should text him
You get your contract
Birch.

DIAMANTIS: I did three times today

Duffy: Ok. Thanks

DIAMANTIS: Not even thank you

Duffy: Total craziness

DIAMANTIS: I give him til tomorrow then I tell Hartford I made a mistake
In the math

91. On February 28, 2020, DIAMANTIS and Duffy wrote about Monarca delivering a payment from Acranom:

Duffy: My guy very happy
Says he meet today ok
I think he thought you not the Real Deal. Now he knows ok

DIAMANTIS: He better know
I'm done begging boss

92. Later that day, Duffy and DIAMANTIS continued to discuss the same topic:

Duffy: I'm in Bristol area tonight and tomorrow u all set ?

DIAMANTIS: He gave me half of it I can give you 500

Duffy: U kidding me ???
What an idiot.
Right ???

DIAMANTIS: There is more to tell

Duffy: Don't worry we hook up later on. I thought he may have given yo½/2 the whole thing. W. T f.
I'm all set
Thanks bro.

DIAMANTIS: Ok
I told him my situation and he doesn't care

Duffy: Crazy. When he see you again. Next week???
U had deal monthly
He changed it.
W. T f.
Make sure u keep track of its 62. 1/2. Remember?

DIAMANTIS: Yes on top of what you had given me already

Duffy: Make sure as I don't know. Make sure u and guy agree
Ok.

DIAMANTIS: Ok

Duffy: Next time make sure you guys agree on where u at so there's no argument later. Ok bro.

DIAMANTIS: Ok
He hears what he wants.

Duffy: I know. Just make sure u keep score. U should tell him to go back on monthly.
Jan. Feb. mar. April.
All done.
15
15
15
17.5
Remember
That was the deal.
He changed it.
Wtf.
Make sure you tracking it.

DIAMANTIS: Ok

93. On April 18, 2020, Duffy wrote to DIAMANTIS about the status of Acranom's payments:

Duffy: F Y I
My guy said already Fifty
That left 12½/2.
I told you
Make sure you keep score
Just keeping you informed so you don't lose
Score sheet.

DIAMANTIS: It is but he's counting the 10 from before
We agreed out number not counting that

Duffy: Ok Stay on your guard

94. Later on April 18, 2020, Duffy and DIAMANTIS corresponded on the same topic:

Duffy: My guy says you almost
All squared up soon.

DIAMANTIS: 20 left

95. On June 22, 2020, Contractor-2 and Acranom entered into another amended contract concerning masonry work on Birch Grove Primary School, which increased the payment to Acranom from $2,880,445 to $2,960,455.

96. On January 9, 2021, DIAMANTIS separately sent to both Duffy and Monarca the following about DIAMANTIS's daughter, then a student at Renbrook Private School in West Hartford, Connecticut:

> Hey Wednesday night this Wednesday 7 o'clock cava. Hosting a dinner and drinks fundraiser for my daughter [redacted] who is turning 14. The school is not giving out scholarships so we are trying to raise what we can up to $28,000. Every check counts. I would like you and to come. The checks can be made out to Renbrook school or to me or my daughter [redacted] I sure hope I see you and Johnny there.

Duffy responded to DIAMANTIS, in relevant part, "I send you a donation[.]" DIAMANTIS replied, "Send [redacted] scholarship too." Duffy wrote back, "Sal will send donation[.]"

97. On January 13, 2021, Duffy sent a text message to DIAMANTIS which read, "Sorry I couldn't make it[.] Sal said he take care of everything[.]"

All in violation of Title 18, United States Code, Section 1951.

COUNT TWO
(Extortion by Wrongful Use of Fear and Under Color of Official Right – Construction Advocacy Professionals, LLC)

98. Paragraphs 2, 5, 8–11, and 52 are incorporated by reference.

99. At all times relevant to this Indictment, Antonietta Roy was the owner of Construction Advocacy Professionals, LLC ("CAP"). CAP was the construction administrator on the Birch Grove Primary School construction project in Tolland, Connecticut. Roy was a co-conspirator of DIAMANTIS, and has been charged separately.

The CAP Extortion Scheme

100. From in or about 2019 until in or about 2021, in the District of Connecticut and elsewhere, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," while serving as an official of the State of Connecticut, knowingly committed extortion (as that term is defined in Title 18, United States Code, Section 1951(b)(2)) by obtaining payments and employment for DIAMANTIS's daughter at an inflated salary from Roy and CAP with their consent, such consent having been induced by fear of economic loss and under color of official right, and thereby did and attempted to obstruct, delay, and affect commerce and the movement of articles and commodities in commerce (as that term is defined in Title 18, United States Code, Section 1951(b)(3)) in any way and degree; that is, DIAMANTIS used his official State position to cause Roy and CAP to pay him bribes and employ his daughter at an inflated salary, both (i) through the fear that CAP would be blackballed in the construction industry, and (ii) in exchange for official action and for advising and pressuring other officials to take official action on pending matters to advance the financial interests of CAP as to public school construction projects receiving funding from the State of Connecticut.

Birch Grove

101. In or about March 2019, DIAMANTIS pressured Roy to hire DIAMANTIS's daughter at CAP, as alleged below.

102. DIAMANTIS's daughter was a state employee who was seeking part-time work for evenings and weekends at a salary of approximately $20 per hour.

103. On April 15, 2019, CAP hired DIAMANTIS's daughter as an independent contractor at a salary of $45 per hour.

104. In or about April 2019, DIAMANTIS suggested that Tolland hire CAP as a construction administrator for the ongoing Birch Grove construction project.

105. On or about June 20, 2019, CAP and Tolland entered into a $70,000 consulting agreement for services until September 30, 2019.

106. In or about June 2019, DIAMANTIS requested that Roy "take care of" his daughter.

107. In or about July 2019, DIAMANTIS solicited a "donation" from CAP.

108. On or about July 8, 2019, acting on behalf of CAP, Roy wrote a check from her personal account to DIAMANTIS for $1,000, which DIAMANTIS cashed on July 10, 2019.

109. On or about August 27, 2019, acting on behalf of CAP, Roy wrote a $500 "bonus" check from CAP's business account to DIAMANTIS's daughter.

110. On or about September 19, 2019, before CAP's original contract expired, CAP and Tolland entered into a $460,000 amended consulting agreement for services until October 1, 2021.

New Britain Board of Education

111. By 2019, the City of New Britain realized that it had completed construction on certain school projects, but had not received the expected reimbursement through state grants administered by OSCGR and supervised by DIAMANTIS.

112. On September 17, 2019, the City of New Britain asked DIAMANTIS how to obtain reimbursement.

113. In October 2019, the Mayor of New Britain met with DIAMANTIS about this issue.

114. DIAMANTIS recommended that the New Britain Board of Education hire CAP to assist it in completing the paperwork necessary to obtain reimbursement from OSCGR.

115. On October 11, 2019, CAP and the City of New Britain entered into a consulting agreement that paid CAP $115 per hour.

116. Even though it had retained CAP, representatives of the City of New Britain worked directly with OSCGR to obtain reimbursement.

Hartford's Morgan Gardner Bulkeley High School

117. In December 2018, the City of Hartford started the design phase of a project to renovate the Morgan Gardner Bulkeley High School and relocate the Hartford Board of Education offices to that building. In February 2020, the City of Hartford selected a construction manager for that project. The Bulkeley project was projected to cost more than $170 million, with 95% of the funding provided through a state grant administered by OSCGR and supervised by DIAMANTIS.

118. In late 2019, DIAMANTIS informed the City of Hartford and Program Manager-1 that he wanted a construction administrator to be hired on the Bulkeley project. At the time, the City of Hartford had already retained Program Manager-1 to oversee the Bulkeley project and protect its interests, and thus a construction administrator was redundant. DIAMANTIS stated that the construction administrator position would be fully funded by the State of Connecticut.

119. On October 23, 2019, DIAMANTIS held a meeting at The Capital Grille in Hartford with City Employee-1 and HSBC Member-1 to discuss the Bulkeley construction administrator position.

120. DIAMANTIS instructed City Employee-1 to prepare a request for qualifications and proposals for the Bulkeley construction administrator position.

121. DIAMANTIS had Program Manager-1 provide him with a draft scope of services and qualifications for the Bulkeley construction administrator position, for DIAMANTIS's comments.

122. On March 2, 2020, on behalf of the City of Hartford, Program Manager-1 issued a request for qualifications and proposals seeking a construction administrator on the Bulkeley project. Applicants' responses were due at 12:00 p.m. on March 13, 2020.

123. On March 13, 2020, Program Manager-1, City Employee-1, and HSBC Member-1 held a meeting at 12:00 p.m. to evaluate the applicants.

124. On March 13, 2020, four applicants submitted proposals. CAP's $2,295,114 proposal was the third lowest bid.

125. On the evening of March 13, 2020, DIAMANTIS had a telephone call with City Employee-1.

126. On March 14, 2020, DIAMANTIS had a telephone call with Roy.

127. On March 15, 2020, DIAMANTIS had a telephone call with City Employee-1.

128. The selection committee for the Bulkeley construction administrator consisted of City Employee-1 and HSBC Member-1, both of whom were aware that DIAMANTIS wanted CAP to be selected as the Bulkeley construction administrator, even though there were less expensive qualified applicants. DIAMANTIS advised and pressured City Employee-1 and HSBC Member-1 to award the Bulkeley construction administrator position to CAP. To satisfy DIAMANTIS, City Employee-1 and HSBC Member-1 awarded the Bulkeley construction administrator position to CAP.

129. On March 16, 2020, City Employee-1 wrote to HSBC Member-1 and Program Manager-1's director: "I suggest we award the CA Services to CAP, remove the assistant project manager position and ensure the remaining fee is in line with the scope of services indicated in the RFP[.]" HSBC Member-1 responded, "I agree with [City Employee-1]'s assessment of the applications. After removing the provision for an assistant manager from CAP's proposal the bids are close enough to award the contract to the woman-owned firm."

130. CAP's proposal was subsequently revised by removing a $526,064 assistant project manager position, resulting in a revised bid of $1,769,050. Other applicants were not given the opportunity to revise their proposals. Even with this revision, there were still two qualified bidders lower than CAP.

131. On March 26, 2020, Program Manager-1 announced CAP had been selected as the Bulkeley construction administrator.

132. On April 29, 2020, the City of Hartford and CAP entered into a $1,769,050 contract for construction administrator services on the Bulkeley project.

133. On May 18, 2020, Roy offered DIAMANTIS's daughter a position as a part-time Assistant Project Manager at CAP, starting June 1, 2020, converting her from an independent contractor role.

134. In or about June 2020, DIAMANTIS again requested that Roy take care of his daughter.

135. In July 2020, DIAMANTIS solicited a payment from CAP.

Horst Engineering

136. In December 2020, CAP was awarded a construction administrator contract on a project at Horst Engineering's facility in East Hartford, Connecticut.

137. In December 2020, DIAMANTIS claimed that he had made a donation in CAP's name to help get the company's name out, and demanded repayment by CAP.

138. On or about December 13, 2020, acting on behalf of CAP, Roy wrote a $1,000 check from her personal account to DIAMANTIS's daughter.

139. On or about January 4, 2021, acting on behalf of CAP, Roy wrote a $1,000 check from her personal account to DIAMANTIS.

New Britain High School

140. In early 2021, New Britain High School was found to be noncompliant with the Americans with Disabilities Act. The City of New Britain decided to retain CAP and Contractor-2 to fix these deficiencies.

141. On or about February 21, 2021, CAP and the New Britain Board of Education entered an owner's representative services agreement that paid CAP $62,620 for certain portions of the project and an hourly rate of $115 per hour for additional work.

142. In or about March 2021, DIAMANTIS solicited a payment from CAP.

143. On March 17, 2021, acting on behalf of CAP, Roy wrote a $1,500 check from her personal account to DIAMANTIS.

144. In or about July 2021, DIAMANTIS solicited a payment from CAP.

145. On or about August 1, 2021, acting on behalf of CAP, Roy gave approximately $1,000 in cash to DIAMANTIS.

All in violation of Title 18, United States Code, Section 1951.

COUNT THREE
(Bribery – Acranom Masonry, Inc.)

146. Paragraphs 2–11 and 13–97 are incorporated by reference.

147. In each calendar year, from in or about 2017 until in or about 2021, in the District of Connecticut, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," an agent of the State of Connecticut—a state government receiving, in any one year period, benefits in excess of $10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance, or other form of Federal assistance—corruptly solicited and demanded for the benefit of a person, and accepted and agreed to accept, a thing of value from a person, intending to be influenced and rewarded in connection with a transaction and series of transactions of the State of Connecticut involving a thing of value of $5,000 or more, that is, DIAMANTIS solicited and accepted payments for his own benefit from Acranom, Salvatore Monarca, and John F. Duffy with the intent to be influenced and rewarded in connection with multi-million dollar school construction projects supervised and funded by the State of Connecticut.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT FOUR
(Bribery – Construction Advocacy Professionals, LLC)

148. Paragraphs 2, 5, 8-11, 52, 99, and 101–145 are incorporated by reference.

149. In each calendar year, from in or about 2019 until in or about 2021, in the District of Connecticut, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," an agent of the State of Connecticut—a state government receiving, in any one year period, benefits in excess of $10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance, or other form of Federal assistance—corruptly solicited and demanded for the benefit of a person, and accepted and agreed to accept, a thing of value from a person, intending to be influenced and rewarded in connection with a transaction and series of transactions of the State of Connecticut involving a thing of value of $5,000 or more, that is, DIAMANTIS solicited and accepted payments for his own benefit from CAP and Antonietta Roy, with the intent to be influenced and rewarded in connection with multi-million dollar school construction projects supervised and funded by the State of Connecticut.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT FIVE
(Conspiracy to Commit Extortion Under
Color of Official Right – Acranom Masonry, Inc.)

150. Paragraphs 2–11 and 13–97 are incorporated by reference.

151. From in or about 2017 until in or about 2021, in the District of Connecticut, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," while serving as an official of the State of Connecticut, knowingly conspired with Salvatore Monarca and John F. Duffy to commit extortion (as that term is defined in Title 18, United States Code, Section 1951(b)(2)) under color of official right, and thereby to obstruct, delay, and affect commerce and the movement

of articles and commodities in commerce (as that term is defined in Title 18, United States Code, Section 1951(b)(3)) in any way and degree; that is, DIAMANTIS conspired with Monarca and Duffy for DIAMANTIS to obtain money from Acranom with its consent, under color of official right, in exchange for DIAMANTIS's official action and for advising and pressuring other officials to take official action on pending matters to advance the financial interests of Acranom as to public school construction projects receiving funding from the State of Connecticut.

All in violation of Title 18, United States Code, Section 1951.

COUNT SIX
(Conspiracy to Commit Extortion Under Color of Official Right – Construction Advocacy Professionals, LLC)

152. Paragraphs 2, 5, 8-11, 52, 99, and 101–145 are incorporated by reference.

153. From in or about 2019 until in or about 2021, in the District of Connecticut, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," while serving as an official of the State of Connecticut, knowingly conspired with Antonietta Roy to commit extortion (as that term is defined in Title 18, United States Code, Section 1951(b)(2)) under color of official right, and thereby to obstruct, delay, and affect commerce and the movement of articles and commodities in commerce (as that term is defined in Title 18, United States Code, Section 1951(b)(3)) in any way and degree; that is, DIAMANTIS conspired with Roy for DIAMANTIS to obtain money from CAP with its consent, under color of official right, in exchange for DIAMANTIS's official action and for advising and pressuring other officials to take official action on pending matters to advance the financial interests of CAP as to public school construction projects receiving funding from the State of Connecticut.

All in violation of Title 18, United States Code, Section 1951.

COUNT SEVEN
(Conspiracy to Commit Bribery – Acranom Masonry, Inc.)

154. Paragraphs 2–11 and 13–97 are incorporated by reference.

155. From in or about 2017 to in or about 2021, in the District of Connecticut, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," knowingly conspired and agreed with others known and unknown to the Grand Jury to commit offenses against the United States, namely, DIAMANTIS, then an agent of the government of the State of Connecticut, a state government receiving federal benefits in excess of $10,000 during each relevant one-year period, agreed with Salvatore Monarca and John F. Duffy that:

a. DIAMANTIS, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of the government of the State of Connecticut involving anything valued at $5,000 or more, would corruptly accept and agree to accept something of value from Monarca, Duffy, and Acranom, in violation of Title 18, United States Code, Section 666(a)(1)(B); and

b. Monarca and Duffy, with the intent to influence and reward DIAMANTIS in connection with any business, transaction, and series of transactions of the government of the State of Connecticut involving anything valued at $5,000 or more, would corruptly give and agree to give something of value to DIAMANTIS, in violation of Title 18, United States Code, Section 666(a)(2).

156. In particular, DIAMANTIS corruptly agreed with Monarca and Duffy that Acranom would make payments to DIAMANTIS, who would accept such payments for his own benefit, in connection with multi-million dollar school construction projects supervised and funded by the State of Connecticut.

157. In furtherance of this conspiracy, and to achieve its illegal objects, the following overt acts, among others, were committed in the District of Connecticut:

i. On or about January 16, 2019, DIAMANTIS participated in a walk-through of the Weaver construction project site to defend Acranom's work;

ii. On or about January 30, 2019, DIAMANTIS sent an electronic message to Duffy and Monarca that read, "Just so you both I am very good at what I do and always do what I say. Johnny knows. And I always usually work at 5 percent of total just FYI";

iii. On or about February 1, 2019, Duffy executed a contract on behalf of Acranom for the masonry work in the fourth phase of the Weaver project;

iv. On or about May 7, 2019, Duffy executed a contract on behalf of Acranom for masonry work on the Birch Grove project;

v. On or about June 14, 2019, DIAMANTIS approved approximately $60,000 in change orders on the Weaver project for the benefit of Acranom;

vi. On or about November 12, 2019, Duffy forwarded an email to DIAMANTIS attaching minutes of a meeting concerning amendments to the Birch Grove project;

vii. On or about January 3, 2020, Duffy executed an amended contract on behalf of Acranom for masonry work on the Birch Grove project;

viii. On or about January 15, 2020, Monarca cashed a $5,000 check from Acranom for purposes of making a bribe payment to DIAMANTIS;

ix. On or about January 21, 2020, Monarca cashed a $6,000 check from Acranom for purposes of making a bribe payment to DIAMANTIS;

x. On or about February 20, 2020, DIAMANTIS wrote an email to Monarca, Duffy, Contractor-1, Program Manager-1, and City Employee-1 regarding Acranom's claim concerning the Weaver project, which read, in part, "I want this resolved";

xi. On or about February 26, 2020, DIAMANTIS met at The Capital Grille in Hartford with Contractor-1, Program Manager-1, and City Employee-1 regarding Acranom's claim concerning the Weaver project; and

xii. On or about June 22, 2020, Duffy executed a second amended contract on behalf of Acranom for masonry work on the Birch Grove project.

All in violation of Title 18, United States Code, Section 371.

COUNT EIGHT

(Conspiracy to Commit Bribery – Construction Advocacy Professionals, LLC)

158. Paragraphs 2, 5, 8-11, 52, 99, and 101–145 are incorporated by reference.

159. From in or about 2019 to in or about 2021, in the District of Connecticut, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," knowingly conspired and agreed with others known and unknown to the Grand Jury to commit offenses against the United States, namely, DIAMANTIS, then an agent of the government of the State of Connecticut, a state government receiving federal benefits in excess of $10,000 during each relevant one-year period, agreed with Antonietta Roy that:

a. DIAMANTIS, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of the government of the State of Connecticut involving anything valued at $5,000 or more, would corruptly accept and agree to accept something of value from Roy and CAP, in violation of Title 18, United States Code, Section 666(a)(1)(B); and

b. Roy and CAP, with the intent to influence and reward DIAMANTIS in connection with any business, transaction, and series of transactions of the government of the State of Connecticut involving anything valued at $5,000 or more, would corruptly give and agree to give something of value to DIAMANTIS, in violation of Title 18, United States Code, Section 666(a)(2).

160. In particular, DIAMANTIS corruptly agreed with Roy that CAP and Roy would make payments to DIAMANTIS, who would accept such payments for his own benefit, in connection with multi-million dollar school construction projects supervised and funded by the State of Connecticut.

161. In furtherance of this conspiracy, and to achieve its illegal objects, the following overt acts, among others, were committed in the District of Connecticut:

i. In or about March 2019, DIAMANTIS approached Roy about hiring DIAMANTIS's daughter at CAP;

ii. On or about April 15, 2019, Roy hired DIAMANTIS's daughter to work at CAP as a part-time independent contractor at a salary of $45 per hour, even though DIAMANTIS's daughter had only sought a salary of $20 per hour;

iii. In or about April 2019, DIAMANTIS suggested to Tolland's Superintendent of Schools that the town hire CAP as a construction administrator for the State-funded Birch Grove project;

iv. On or about June 20, 2019, acting on behalf of CAP, Roy executed a $70,000 consulting agreement with the Town of Tolland concerning the Birch Grove project;

v. On or about July 8, 2019, acting on behalf of CAP, Roy wrote a $1,000 check from her personal account to DIAMANTIS;

vi. On or about August 27, 2019, acting on behalf of CAP, Roy wrote a $500 check from CAP's business account to DIAMANTIS's daughter;

vii. On or about September 18, 2019, CAP and the Town of Tolland entered into a $460,000 amended consulting agreement concerning the Birch Grove project;

viii. In or about October 2019, DIAMANTIS recommended that the City of New Britain Board of Education hire CAP;

ix. On October 11, 2019, acting on behalf of CAP, Roy executed a consulting agreement with the City of New Britain;

x. On October 23, 2019, DIAMANTIS met at The Capital Grille restaurant in Hartford with representatives of the City of Hartford to discuss the construction administrator position on the State-funded Bulkeley project;

xi. On April 29, 2020, acting on behalf of CAP, Roy executed a $1,769,050 contract with the City of Hartford for construction administrator services on the Bulkeley project;

xii. On May 18, 2020, Roy offered DIAMANTIS's daughter a position as a part-time Assistant Project Manager at CAP;

xiii. On or about December 13, 2020, acting on behalf of CAP, Roy wrote a $1,000 check from her personal account to DIAMANTIS's daughter;

xiv. On or about January 4, 2021, acting on behalf of CAP, Roy wrote a $1,000 check from her personal account to DIAMANTIS;

xv. On or about February 21, 2021, acting on behalf of CAP, Roy executed an owner's representative services agreement with the New Britain Board of Education that paid CAP $62,620 for certain work and a rate of $115 per hour for additional work; and

xvi. On March 17, 2021, acting on behalf of CAP, Roy wrote a $1,500 check from her personal account to DIAMANTIS.

All in violation of Title 18, United States Code, Section 371.

COUNTS NINE THROUGH TWENTY-TWO
(False Statements)

162. Paragraphs 2–11, 13–97, 99, and 101–145 are incorporated by reference.

163. On or about the following dates, in the District of Connecticut, the defendant KONSTANTINOS DIAMANTIS, also known as "Kosta," did knowingly and willfully make and cause to be made a materially false, fictitious, and fraudulent statement and representation in a matter within the jurisdiction of the Federal Bureau of Investigation, a department and agency of the United States, each false statement as set forth below constituting a separate count of this Indictment:

Count	Date	Substance of False Statement
9	August 29, 2023	DIAMANTIS "didn't recommend" CAP for the construction administrator position on the Birch Grove project.
10	August 29, 2023	DIAMANTIS "did not help [Roy] get on, get any jobs."
11	August 29, 2023	When confronted with the statement that "the [Tolland] superintendent said he was pressured to select CAP" as construction administrator (or "CA") on the Birch Grove project, "I didn't care who the CA was, because the CA wasn't going to do anything for me."

Count	Date	Substance of False Statement
12	August 29, 2023	DIAMANTIS "did not recommend [Contractor-2]" for the Birch Grove project.
13	September 19, 2023	DIAMANTIS did not "encourage [Roy] to reach out to [his daughter] for a job" at CAP.
14	September 19, 2023	Concerning the construction administrator position for the Birch Grove project, DIAMANTIS stated to Tolland's Superintendent of Schools, "I don't give a damn who you hire, hire somebody because we need something, somebody to control. I could stake my life on that statement to him, don't care who you hire, hire somebody."
15	December 8, 2023	DIAMANTIS never helped any business obtain work related to school construction projects.
16	December 8, 2023	DIAMANTIS was not involved in the hiring process for general contractor, construction manager, architect, or subcontractor on any school construction projects, including at Birch Grove, Bulkeley, and Weaver.
17	December 8, 2023	The OSCGR staff, rather than DIAMANTIS, suggested Tolland hire a construction administrator for the Birch Grove project.
18	December 8, 2023	Tolland's Superintendent of Schools recommended Contractor-2 for the Birch Grove project.
19	December 8, 2023	DIAMANTIS did not suggest CAP as a construction administrator on the Bulkeley project.
20	December 8, 2023	Acranom did not receive special treatment on the Weaver project.
21	December 8, 2023	Payments from Roy to DIAMANTIS were for legal work he performed for CAP, rather than donations or bribes.
22	December 8, 2023	DIAMANTIS did not receive payment from any business working on the Birch Grove, Bulkeley, or Weaver projects, including Acranom.

All in violation of Title 18, United States Code, Section 1001(a)(2).

A TRUE BILL

_____
FOREPERSON

UNITED STATES OF AMERICA

Vanessa Roberts Avery
VANESSA ROBERTS AVERY
UNITED STATES ATTORNEY

DAVID E. NOVICK
ASSISTANT UNITED STATES ATTORNEY

JONATHAN N. FRANCIS
ASSISTANT UNITED STATES ATTORNEY