

No. 23-108

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**In the Supreme Court of the United States**

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JAMES E. SNYDER,  
PETITIONER,

*v.*

UNITED STATES OF AMERICA,  
RESPONDENT.

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*ON WRIT OF CERTIORARI  
TO THE UNITED STATES COURT OF APPEALS  
FOR THE SEVENTH CIRCUIT*

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**JOINT APPENDIX**

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PETITION FOR A WRIT OF CERTIORARI FILED: AUGUST 1, 2023  
CERTIORARI GRANTED: DECEMBER 13, 2023

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND INDIANA

UNITED STATES OF  
AMERICA

Case No. 2.16 CR 160

v.

18 U.S.C. § 666(a)(1)(B)

18 U.S.C. § 666(a)(2)

JOHN CORTINA

18 U.S.C. § 7212(a)

JAMES E. SNYDER

**INDICTMENT**

**THE GRAND JURY CHARGES:**

**COUNT 1**

**(Federal Program Bribery – Bribe Recipient)**

From in or about January 2016, to October of 2016, in the Northern District of Indiana, the defendant,

**JAMES E. SNYDER,**

the Mayor and agent of the City of Portage, Indiana, did knowingly and corruptly solicit, demand, accept, and agree to accept two bank checks in the amounts of \$10,000 and \$2,000 from John Cortina and Individual A, intending to be influenced and rewarded in connection with a transaction and series of transactions of the City of Portage, Indiana, involving \$5,000 or more, that is: a towing contract between John Cortina and Individual A's towing company, and the City of Portage. During the one-year period ending October 2016, the City of Portage, Indiana, received benefits in excess of \$10,000 under a Federal Program involving a grant, contract, subsidy,

loan, or other form of Federal assistance.

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

**THE GRAND JURY FURTHER CHARGES:**

**COUNT 2**

**(Federal Program Bribery –Bribe Payer)**

From in or about January 2016, to October of 2016, in the Northern District of Indiana, the defendant,

**JOHN CORTINA**

did knowingly and corruptly give, offer, and agree to give two bank checks in the amounts of \$10,000 and \$2,000 to James Snyder, intending to influence and reward James Snyder, Mayor and agent of the City of Portage, Indiana, in connection with a transaction and series of transactions of the City of Portage, Indiana, involving \$5,000 or more, that is: a towing contract between John Cortina and Individual A's towing company, and the City of Portage. During the one-year period ending October 2016, the City of Portage, Indiana, received benefits in excess of \$10,000 under a Federal Program involving a grant, contract, subsidy, loan, or other form of Federal assistance.

All in violation of Title 18 United States Code, Section 666(a)(2).

**THE GRAND FURTHER JURY CHARGES:**

**COUNT 3**

**(Corrupt Solicitation of a Thing of Value)**

From in or about January 1, 2012 and on or about January 10, 2014, in the Northern District of Indiana, the defendant,

**JAMES E. SNYDER**

Mayor and agent of the City of Portage, Indiana, did corruptly solicit, demand, accept, and agree to accept a bank check in the amount of \$13,000, intending to be influenced and rewarded in connection with a transaction and series of transactions of the City of Portage, Indiana, involving \$5,000 or more, that is: contracts approved by the Portage Board of Works totaling over \$ 1.125M; a construction project undertaken by the Portage Redevelopment Commission at an approximate cost of \$13,000; and other consideration. During the one-year period ending January 10, 2014, the City of Portage, Indiana, received benefits in excess of \$10,000 under a Federal Program involving a grant, contract, subsidy, loan, or other form of Federal assistance.

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

**THE GRAND JURY FURTHER CHARGES:****COUNT 4****(Corrupt Interference with the Administration of the Internal Revenue Laws)****Introduction**

At times material to this Indictment:

1. Defendant acted as General Manager of First Financial Trust Mortgage LLC, a mortgage loan origination business located at 5955 Central Avenue in Portage, Indiana. As FFTM's General Manager, Defendant exercised control over its business affairs, including approving payments and controlling FFTM's bank accounts.

2. Throughout 2007, 2008 and 2009, FFTM withheld taxes from its employees' paychecks, including federal income taxes, Medicare, and social security taxes (often referred to as Federal Insurance Contribution Act or "FICA" taxes). These taxes are referred to collectively in this Indictment as payroll taxes.

3. FFTM was required to pay payroll taxes to the Internal Revenue Service on a periodic basis. FFTM was also required to file with the IRS, following the end of each calendar quarter, a Form 941 ("Employer's Quarterly Federal Income Tax Return") setting forth: the total amount of wages and other compensation subject to withholding; the total amount of income tax withheld; the total amount of social security and Medicare taxes due; and the total tax deposits made, if any.

4. As General Manager of FFTM, Defendant was responsible for the payment of payroll taxes and the timely submission of Form 941s to the IRS.

#### FFTM's Payroll Tax Debt

5. Despite withholding payroll taxes from FFTM's employees' paychecks, Defendant failed to pay, and caused FFTM to fail to pay, tens of thousands of dollars in payroll taxes for tax years 2007, 2008 and 2009.

6. Defendant also failed to timely file, and caused FFTM to fail to timely file, FFTM's Form 941s with the IRS; although each form was due at the end of the month following its corresponding calendar quarter, they were not submitted to the IRS until: October 14, 2008 (Second Quarter 2008); April 19, 2009 (Fourth Quarter 2008), August 24, 2009 (Second Quarter 2009) and February 1, 2011 (First, Third and Fourth Quarters 2009).

7. Defendant also failed to timely file, and caused FFTM to fail to timely file, FFTM's Form 11208 ("U.S. Income Tax Return for an S Corporation") for tax years 2010 and 2011; although each form was due on March 15<sup>th</sup> following its corresponding tax year, neither was filed with the IRS until the fourth quarter of 2012.

8. On or about July 13, 2009, the IRS sent FFTM and Defendant a Notice CP504 ("Notice of Intent to Levy") stating that to prevent collection actions including the levying of assets and filing of federal tax liens, the amount due must be paid immediately.

9. On or about July 24, 2009, an agent of FFTM acting on Defendant's behalf obtained FFTM's account transcripts from the IRS which showed that, as of that date, FFTM owed approximately \$83,000 to the IRS.

10. On or about November 30, 2009, FFTM's agent obtained updated transcripts showing that FFTM's IRS tax debt had grown to approximately \$97,000.

11. Despite FFTM owing tens of thousands of dollars to the IRS in unpaid payroll taxes, Defendant caused FFTM to transfer a total of over \$111,000 to his personal bank account in 2009.

12. On or about January 27, 2010, Defendant signed an employment agreement with a mortgage company referred to herein as MC. The agreement identified Defendant as Principal Manager of a retail office of MC located at 5955 Central Avenue in Portage, Indiana (the address of FFTM). Under the arrangement made between FFTM and MC, FFTM would continue to operate as a mortgage broker, and the loans made as a result of that activity would be made by MC. In addition to hiring Defendant as a W-2 wage-earning employee, MC

hired and paid the salaries of other FFTM employees. However, MC was not made aware of, nor did it agree to become responsible for, FFTM's previously unpaid payroll tax liabilities.

13. From on or about January 27, 2010 through the remainder of the year, Defendant and his former FFTM employees continued doing business under FFTM's name despite being employed and paid by MC. This remained true even after FFTM was administratively dissolved by the Indiana Secretary of State on June 14, 2010.

14. The costs incurred by the operation of FFTM were accounted for by Defendant and regularly billed to MC. At Defendant's request, MC reimbursed those costs by sending payment to a company Defendant created called SRC Properties LLC.

15. Defendant registered SRC, a single member company he wholly owned, with the Indiana Secretary of State on September 14, 2009. He later updated SRC's registration to show it was also doing business as SRC Marketing LLC. The place of business of SRC and SRC Marketing was 5955 Central Avenue in Portage, Indiana (the same address as FFTM and the MC branch office). Defendant established a bank account in the name of SRC on February 5, 2010. Beginning soon after that date, MC began remitting to SRC and SRC Marketing its reimbursements for FFTM's costs of doing business. Defendant's arrangement with MC, and specifically his directing MC to reimburse FFTM's operating expenses by sending payment to SRC, constituted an effort to obstruct and impede the IRS, as described below.

16. On or about March 21, 2010, facing collection efforts by the IRS on FFTM's tax debt, Defendant signed



and caused to be submitted to the IRS a Form 656 (“Offer in Compromise” or “OIC”), asking the IRS to accept \$5,000 (5.15% of the amount FFTM owed) in exchange for forgiving FFTM’s over \$97,000 in payroll tax debt. The reason provided to the IRS in support of the OIC was “doubt as to collectability” – that is, a claim that FFTM had “insufficient assets and income to pay the full amount.” Defendant signed the OIC under penalty of perjury, declaring that he “examined [the] offer, including accompanying schedules and statements, and to the best of [his] knowledge and belief, it [was] true, correct and complete.” The IRS rejected FFTM’s OIC.

17. In 2010, 2011 and 2012, a total of over \$400,000 was transferred to SRC from MC during a time when the IRS was attempting to collect FFTM’s payroll tax debt.

18. On or about August 15, 2011, the IRS sent FFTM and Defendant a Form CP504B (“Notice of Intent to Levy”) which again warned of the IRS’s intent to seize property or rights to property including, among other things, “[p]ersonal assets (including your car and home)”.

19. On or about August 22, 2011, an agent of FFTM acting on Defendant’s behalf obtained FFTM’s account transcripts from the IRS which showed that, as of that date, FFTM owed approximately \$151,000 to the IRS.

20. On September 19, 2013, the IRS informed Defendant that the trust fund penalty portion of FFTM’s unpaid payroll taxes, which it conservatively calculated to be over \$39,000, was being assessed against Defendant personally.

#### Defendant’s Personal Tax Debt

21. In 2009, following an IRS audit of Defendant’s

personal tax filings for 2005, 2006, and 2007, Defendant was informed that he owed approximately \$29,000 in additional income taxes. On March 24, 2009, Defendant signed a Form 870 (“Waiver of Restriction on Assessment and Collection of Deficiency in Tax”), agreeing not to contest the IRS’s determination that, with penalties and interest, he owed the IRS nearly \$40,000.

22. On or about March 21, 2010, facing collection efforts by the IRS on his personal tax debt, Defendant signed under penalty of perjury and submitted an OIC asking the IRS to accept \$1,000 (2.5% of the amount he owed) in exchange for forgiving his nearly \$40,000 in personal tax debt. The reason provided to the IRS in support of the OIC was again “doubt as to collectability” – that is, a claim that Defendant had “insufficient assets and income to pay the full amount.” Defendant asserted on the form that “the prospects do not appear great for the future payment of the balance due.”

23. When an OIC is made on the basis of doubt as to collectability, the IRS requires individual taxpayers to complete a Form 433-A (“Collection Information Statement for Wage Earners and Self-Employed Individuals”), disclosing all of their income, assets, expenses, and debt for the prior three-month period. On or about March 21, 2010, Defendant signed under penalty of perjury and caused to be submitted to the IRS a Form 433-A which contained false information and omitted information in an effort to obstruct and impede the IRS, as discussed in more detail below.

24. In 2011, after Defendant’s Offer in Compromise was rejected and the IRS sent additional notices of intent to levy Defendant’s bank accounts and file tax liens on his property, Defendant sought an installment agreement

with the IRS. If granted and timely paid, an installment agreement ceases IRS collection actions against a debtor. When a taxpayer is seeking to establish or maintain an installment agreement with the IRS, they are required to periodically fill out and submit Form 433-As, disclosing all income, assets, expenses, and debts during the prior three-month period.

25. On or about January 20, 2011, in support of his request for an installment agreement with the IRS, Defendant signed under penalty of perjury and caused to be submitted to the IRS a second Form 433-A which contained false information and omitted information in an effort to obstruct and impede the IRS, as discussed in more detail below. Based on the false and incomplete information Defendant provided, the IRS granted his request to pay \$112 per month toward his personal tax debt.

26. Defendant failed to timely file his 2010 and 2011 Form 1040s (“U.S. Individual Income Tax Return”); those forms were not filed with the IRS until the fourth quarter of 2012.

27. In or about October 2012, in preparation for the untimely filing of Defendant’s 2010 and 2011 Form 1040s and FFTM’s 2010 and 2011 Form 1120Ss, Defendant hired a friend and former business associate to review and categorize the income and expenses of Defendant, SRC, and FFTM. In the process, Defendant’s friend and former business associate endeavored to “bury” income and “fabricate” details on Defendant’s behalf and for his financial benefit.

28. Defendant attempted to conceal from the IRS the existence of his sole proprietorship SRC until December

2012, by which time SRC had received deposits totaling over \$640,000 in 2010, 2011 and 2012. While the existence of SRC and its bank account remained hidden from the IRS, Defendant was able to loan over \$73,000 from SRC to his own mayoral election campaign to help facilitate his election to public office.

29. On or about April 2, 2013, in response to an IRS request for updated financial information in order to keep Defendant's installment agreement intact, Defendant signed under penalty of perjury and caused to be submitted to the IRS a third Form 433-A which contained false information and omitted information in an effort to obstruct and impede the IRS, as discussed in more detail below.

**Defendant's Scheme to Impede and Obstruct the  
Administration of the Internal Revenue Laws**

30. From in or about January 2010 and continuing thereafter up to and including April 2, 2013, in the Northern District of Indiana and elsewhere,

**JAMES E. SNYDER,**

Defendant herein, did corruptly endeavor to obstruct and impede the due administration of the internal revenue laws, Title 26 of the United States Code, through the design and execution of a scheme to obstruct and impede the IRS's collection of unpaid taxes, by doing the following: (1) During a time when the IRS was attempting to collect FFTM's tax debt, defendant diverted the repayment of FFTM's operating expenses to SRC; and (2) During a time when the IRS was attempting to collect Defendant's unpaid personal tax debt, defendant attempted to negotiate a settlement and negotiated an installment agreement with the IRS as to his personal tax

debt by submitting under penalties of perjury a series of Form 433-As which failed to disclose sources of income and the existence of assets.

31. Specifically, in furtherance of his scheme to obstruct and impede the IRS, Defendant engaged in and caused to be engaged in, the following acts:

- a. From in or about January 2010 to in or about 2013, Defendant caused MC to disburse to SRC payments for FFTM's operating expenses;
- b. On or about March 21, 2010, Defendant signed under penalty of perjury and caused to be submitted to the IRS a Form 433-A which:
  - 1) concealed his employment with MC;
  - 2) concealed the existence of his sole proprietorship SRC;
  - 3) concealed the over \$17,000 in gross wages Defendant had earned from MC during the reporting period;
  - 4) concealed the existence of SRC's bank account; and
  - 5) concealed the over \$54,000 deposited into SRC's bank account during the reporting period.
- c. On or about January 20, 2011, in support of his request for an installment agreement with the IRS, Defendant signed under penalty of perjury and caused to be submitted to the IRS a second Form 433-A which:
  - 1) concealed the existence of SRC;
  - 2) concealed the existence of SRC's bank account;

and

- 3) concealed the over \$35,000 deposited into SRC's bank account during the reporting period.
- d. On or about April 2, 2013, in response to an IRS request for updated financial information in order to keep Defendant's installment agreement intact, Defendant signed under penalty of perjury and caused to be submitted to the IRS a third Form 433-A which:
  - 1) concealed Defendant's continued employment with MC;
  - 2) concealed the over \$20,000 Defendant had received in wage income from MC during the reporting period;
  - 3) concealed the existence of SRC's bank account; and
  - 4) concealed the nearly \$25,000 deposited into SRC's bank account during the reporting period.

All in violation of 26 U.S.C. § 7212(a).

### **FORFEITURE ALLEGATION**

1. The allegations contained in Counts 1 and 3 of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and 28 U.S.C. § 2461.

2. Upon conviction of an offense in violation of Title 18, United States Code, Section 666, set forth in Counts 1 and 3 of this Indictment, Defendant James Snyder shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and 28 U.S.C.

§ 2461, any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense(s).

3. If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

/s/ FOREPERSON  
FOREPERSON

DAVID CAPP  
UNITED STATES ATTORNEY

By: /s/ Philip C. Benson  
Philip C. Benson  
Assistant United States Attorney

By: /s/ Jill R. Koster  
Jill R. Koster  
Assistant United States Attorney

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND INDIANA

**UNITED STATES OF  
AMERICA**

*Plaintiff,*

*v.*

**JOHN CORTINA, and  
JAMES E. SNYDER**

*Defendants*

Case No. 2:16-CR-00160-  
JVB-JEM

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**DEFENDANT JAMES E. SNYDER'S MOTION TO  
DISMISS OR IN THE ALTERNATIVE TO ORDER  
THE GOVERNMENT TO STATE WITH  
PARTICULARITY**

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Snyder denies engaging in any illegal behavior, and denies nearly every accusation levelled against him by the government. That being said, after reviewing the discovery provided by the government to date, it appears that even if one assumed that the facts alleged by the government regarding Counts I and III were true, they would fail to establish a crime. Those Counts should be dismissed.

**Summary**

The same statute, 18 U.S.C. § 666, appears three times in the four-count Indictment. [Dkt. 1.] That statute has been heavily criticized for giving federal prosecutors unwarranted power to allege crimes that should be



handled at the State level (if they constitute crimes at all).<sup>1</sup> And the statute’s capacious language gives ambitious federal prosecutors the opportunity to charge innocuous political conduct as a federal felony. Indeed, around ten years ago the Seventh Circuit wrote an opinion declaring a defendant convicted under the statute innocent, and suggested that Congress might wish to consider rewriting the provision. *United States v. Thompson*, 484 F.3d 877, 884 (7th Cir. 2007) (“This prosecution . . . may well induce Congress to take another look at the wisdom of enacting ambulatory criminal prohibitions. Haziness designed to avoid loopholes through which bad persons can wriggle can impose high costs on people the statute was not designed to catch.”).

Congress has yet to take up that invitation. But Snyder’s case demonstrates the dangers of what the Seventh Circuit referred to as section 666’s “open-ended quality that makes it possible for prosecutors to believe, and public employees to deny, that a crime has occurred, and for both sides to act in good faith with support in the case law.” *Thompson*, 484 F.3d at 884.

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<sup>1</sup> *United States v. Zwick*, 199 F.3d 672, 682–83 (3d Cir. 1999) (“The most literal interpretation—that the statute lacks a federal connection requirement—is troubling from an interpretative standpoint in that it broadens the range of activity criminalized by the statute and alters the existing balance of federal and state powers by encompassing acts already addressed under state law in which the federal government may have little interest.”) and *United States v. Santopietro*, 166 F.3d 88, 93 (2d Cir. 1999) (“Thus, even after *Salinas*, *Foley* would not permit the Government to use section 666(a)(1)(B) to prosecute a bribe paid to a city’s meat inspector in connection with a substantial transaction just because the city’s parks department had received a federal grant of \$10,000.”) were abrogated by *Sabri v. United States*, 541 U.S. 600 (2004).

Case law stemming from section 666 distinguishes between three types of conduct: “Bribes” (promise to pay before and payment before the act); “Rewards” (promise to pay before, but payment after the act); and “Gratuities” (no promise before, but payment after the act).<sup>2</sup> To be clear, Snyder vehemently denies accepting or engaging in any of these three categories of behavior. It does matter, however, which of the three the government intended to allege and intends to prove, as Snyder has a Sixth Amendment right to know “the nature of the charges so that he may prepare a defense.” *United States v. Anderson*, 280 F.3d 1121, 1124 (7th Cir. 2002); *United States v. Hinkle*, 637 F.2d 1154, 1157 (7th Cir. 1981).

Insofar as the government is attempting to build a “gratuity” case (Snyder believes, based on the discovery provided, that the government is building solely this type of case), Counts I and III should be dismissed, as 18 U.S.C. § 666 should not be read to encompass that conduct. Insofar as the government is attempting to build a case under either the state’s “Bribe” or “Reward” categories, Snyder has a Sixth Amendment right to be informed of that fact.

### **Legal Standard**

Federal Rule of Criminal Procedure 12(b)(1) provides that “[a] party may raise by pretrial motion any defense, objection, or request that the court can determine without a trial on the merits.” When considering a motion to dismiss under Rule 12, a court assumes all facts alleged in the indictment are true and must “view all facts in the light

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<sup>2</sup> For clarity’s sake, Snyder will refer to these concepts as defined here with initial capital letters, to distinguish from less precise uses of the terms, as discussed below.

most favorable to the government.” See *United States v. Yashar*, 166 F.3d 873, 880 (7th Cir. 1999). Viewed in that light, the indictment “must adequately state all of the elements of the crime charged; second, it must inform the defendant of the nature of the charges so that he may prepare a defense; and finally, the indictment must allow the defendant to plead the judgment as a bar to any future prosecution for the same offense.” *Anderson*, 280 F.3d at 1124 (citing *United States v. Smith*, 230 F.3d 300, 305 (7th Cir. 2000)).

“An indictment, or a portion thereof, may be dismissed if it is . . . subject to a defense that may be decided solely on issues of law.” *United States v. Black*, 469 F. Supp. 2d 513, 518 (N.D. Ill. 2006); *United States v. Labs of Virginia, Inc.*, 272 F. Supp. 2d 764, 768 (N.D. Ill. 2003). Whether a pure “gratuity” can ever violate 18 U.S.C. § 666 is an issue of law, ripe for decision under Rule 12(b)(1) and 12(b)(3)(B)(v).

\* \* \* \* \*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND INDIANA

**UNITED STATES OF  
AMERICA**

Case No. 2:16-CR-00160

*Plaintiff,*

*v.*

**JAMES E. SNYDER,**

*Defendant*

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**DEFENDANT JAMES E. SNYDER'S  
JURY INSTRUCTION OBJECTIONS  
AND PROPOSED INSTRUCTIONS**

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\* \* \* \* \*

Proposed #2

The law distinguishes between “bribes,” “rewards,” and “gratuities.” In a “bribe,” an official takes money agreeing to later do something in exchange. In a “reward,” the official and payor agree beforehand that the official will do something in exchange for money, and then the money comes afterwards. In a “gratuity,” the official does an act without any prior agreement; and then the payor afterwards gives money in exchange for the thing already done.

If you find that the government has only proven beyond a reasonable doubt that Mr. Snyder solicited or accepted a “gratuity,” you must acquit him.

\* \* \* \* \*

Proposed #4

Bribery and kickbacks involve the exchange of a thing or things of value for official action by a public official, in other words, a quid pro quo (a Latin phrase meaning “this for that” or “these for those”). Bribery and kickbacks also include offers and solicitations of things of value in exchange for official action. That is, for the public official, bribery and kickbacks include the public official’s solicitation or agreement to accept a thing of value in exchange for official action, whether or not the payor actually provides the thing of value, and whether or not the public official ultimately performs the requested official action or intends to do so.

The public official and the payor need not state the quid pro quo in express terms, for otherwise the law’s effect could be frustrated by knowing winks and nods. Rather, the intent to exchange may be established by circumstantial evidence, based upon the defendant’s words, conduct, acts, and all the surrounding circumstances disclosed by the evidence and the rational or logical inferences that may be drawn from them.

A public official commits bribery when he demands, solicits, seeks, or asks for, or agrees to accept or receive, or accepts or receives, directly or indirectly, something of value from another person in exchange for a promise for, or performance of, an official act.

\* \* \* \* \*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION**

UNITED STATES OF  
AMERICA

vs.

JAMES SNYDER

Case No. 16 CR 160

**INSTRUCTIONS GIVEN TO THE JURY**

Date: March 18, 2021

Members of the jury, I will now instruct you on the law that you must follow in deciding this case. Each of you has a copy of these instructions to use in the jury room. You must follow all of my instructions about the law, even if you disagree with them. This includes the instructions I gave you before the trial, any instructions I gave you during the trial, and the instructions I am giving you now.

As jurors, you have two duties. Your first duty is to decide the facts from the evidence that you saw and heard here in court. This is your job, not my job or anyone else's job.

Your second duty is to take the law as I give it to you, apply it to the facts, and decide if the government has proved the defendant guilty beyond a reasonable doubt.

You must perform these duties fairly and impartially. Do not let sympathy, prejudice, fear, or public opinion influence you. In addition, do not let any person's race, color, religion, national ancestry, or gender influence you.

You must not take anything I said or did during the trial as indicating that I have an opinion about the evidence or about what I think your verdict should be.

The charge against the defendant is in a document called an indictment. You will have a copy of the indictment during your deliberations.

The indictment in this case charges that the defendant committed the crime of bribery. I will explain this charge later in these instructions.

The defendant has pled not guilty to the charge.

The indictment is simply the formal way of telling the defendant what crime he is accused of committing. It is not evidence that the defendant is guilty. It does not even raise a suspicion of guilt.

The defendant is presumed innocent of the charge against him. This presumption continues throughout the case, including during your deliberations. It is not overcome unless, from all the evidence in the case, you are convinced beyond a reasonable doubt that the defendant is guilty as charged.

The government has the burden of proving the defendant's guilt beyond a reasonable doubt. This burden of proof stays with the government throughout the case. A defendant is not required to prove his innocence. He is not required to produce any evidence at all.

You must make your decision based only on the evidence that you saw and heard here in court. Do not attempt to do any research on your own. You may not consider anything you may have seen or heard outside of court, including anything from the newspaper, television, radio, the Internet, or any other source.

The evidence includes only what the witnesses said when they were testifying under oath, the prior testimony that was read to you, and the exhibits that I allowed into evidence.

Nothing else is evidence. The lawyers' statements and arguments are not evidence. If what a lawyer said is different from the evidence as you remember it, the evidence is what counts. The lawyers' questions and objections likewise are not evidence.

A lawyer has a duty to object if he or she thinks a question is improper. If I sustained objections to questions the lawyers asked, you must not speculate on what the answers might have been.

If, during the trial, I struck testimony from the record, or told you to disregard something, you must not consider it.

A defendant has an absolute right not to testify. You may not consider in any way the fact that the defendant did not testify. You should not even discuss it in your deliberations.

Give the evidence whatever weight you decide it deserves. Use your common sense in weighing the evidence, and consider the evidence in light of your own everyday experience.

People sometimes look at one fact and conclude from it that another fact exists. This is called an inference. You are allowed to make reasonable inferences, so long as they are based on the evidence.

You may have heard the terms "direct evidence" and "circumstantial evidence." Direct evidence is evidence that directly proves a fact. Circumstantial evidence is



evidence that indirectly proves a fact.

You are to consider both direct and circumstantial evidence. The law does not say that one is better than the other. It is up to you to decide how much weight to give to any evidence, whether direct or circumstantial.

Do not make any decisions simply by counting the number of witnesses who testified about a certain point.

What is important is how truthful and accurate the witnesses were and how much weight you think their testimony deserves.

Part of your job as jurors is to decide how truthful and accurate each witness was, and how much weight to give each witness' testimony. You may accept all of what a witness says, or part of it, or none of it.

Some factors you may consider include:

- the intelligence of the witness;
- the witness's ability and opportunity to see, hear, or know the things the witness testified about;
- the witness's memory;
- the witness's demeanor;
- whether the witness had any bias, prejudice, or other reason to lie or slant the testimony;
- the truthfulness and accuracy of the witness's testimony in light of the other evidence presented; and
- inconsistent statements or conduct by the witness.

It is proper for an attorney to interview any witness in preparation for trial. A witness is not legally required

to agree to a pre-trial interview.

You have heard evidence that before the trial, witnesses made statements that may be inconsistent with their testimony here in court. You may consider an inconsistent statement made before the trial to help you decide how truthful and accurate the witnesses' testimony was here in court. If an earlier statement was made under oath, then you can also consider the earlier statement as evidence of the truth of whatever the witness said in the earlier statement.

You have heard testimony from a witness who was granted immunity protecting him from use of his testimony against him.

You may give this witness's testimony whatever weight you believe is appropriate, keeping in mind that you must consider that testimony with caution and great care.

You may not consider a witness's assertion of his privilege against self-incrimination, or the granting of immunity to the witness, as evidence against the defendant.

You have heard testimony from witness who gave opinions about certain subjects. You do not have to accept the testimony of these witnesses. You should judge their testimony in the same way that you judge the testimony of other witnesses. In deciding how much weight to give to these witnesses' opinions and testimony, you should consider the witnesses' qualifications, how they reached their conclusions, and the factors I have described for determining the believability of witnesses.

You heard a witness, Randall Evans, who gave

testimony regarding, among other things, the definition of an “insurance consultant” under Indiana law and the requirement for an insurance consultant, as Indiana law defines that term, to be licensed by the State of Indiana.

The defendant, Mr. Snyder, is not charged in this case with failure to obtain a license from the State of Indiana. This testimony by Mr. Evans was offered for other purposes.

Under the Indiana laws discussed during Mr. Evans’s testimony, a person is an “insurance consultant” who is required to obtain a license only if he or she offers advice, counsel, opinion, or service with respect to the benefits, advantages, or disadvantages promised under a “policy of insurance” that can be issued in the State of Indiana. If a person does not do this, he or she is not required to obtain an insurance consultant license.

The Affordable Care Act, sometimes referred to as “Obamacare,” is not a “policy of insurance” within the meaning of the Indiana laws discussed during Mr. Evans’s testimony. Rather, it is a law that governs health care coverage generally.

I am instructing you that offering advice, counsel, opinion, or service about the Affordable Care Act / Obamacare does not constitute giving advice, counsel, opinion, or service about a policy of insurance under the licensing law that I have discussed and therefore does not require obtaining a license. You must disregard Mr. Evans’s testimony to the extent it is inconsistent with this.

During the trial, you heard recorded conversations. This is proper evidence that you should consider together with and in the same way you consider the other evidence.

You were also shown transcripts of these conversations to help you follow the recordings as you listened to them. The recordings are the evidence of what was said and who said it. The transcripts are not evidence. If you noticed any differences between what you heard in a conversation and what you read in the transcript, your understanding of the recording is what matters. In other words, you must rely on what you heard, not on what you read. And if you could not hear or understand certain parts of a recording, you must ignore the transcripts as far as those parts are concerned.

I am providing you with the recordings and a device with instructions on its use. It is up to you to decide whether to listen to the recordings during your deliberations. You may, if you wish, rely on your recollections of what you heard and saw during the trial.

Certain summaries and charts, including exhibits 196 and 197, were admitted in evidence. You may consider these as evidence. It is up to you to decide how much weight to give to them.

If you have taken notes during the trial, you may use them during deliberations to help you remember what happened during the trial. You should use your notes only as aids to your memory. The notes are not evidence. All of you should rely on your independent recollection of the evidence, and you should not be unduly influenced by the notes of other jurors. Notes are not entitled to any more weight than the memory or impressions of each juror.

### **The charge against the defendant**

The indictment charges the defendant with bribery. In order for you to find the defendant guilty of this charge, the government must prove each of the five following

elements beyond a reasonable doubt:

1. The defendant was an agent of the City of Portage.
2. The defendant solicited, demanded, accepted or agreed to accept a thing of value from another person.
3. The defendant acted corruptly, with the intent to be influenced or rewarded in connection with contracts with the City of Portage.
4. These contracts involved a thing of a value of \$5,000 or more.
5. The City of Portage, in a one-year period, received benefits of more than \$10,000 under any Federal program involving a grant, contract, subsidy, loan, guarantee, insurance or other assistance. The one-year period must begin no more than 12 months before the defendant committed these acts and must end no more than 12 months afterward.

I will define certain of these terms on the following pages.

If you find from your consideration of all the evidence that the government has failed to prove one or more of these elements beyond a reasonable doubt as to the defendant you are considering, then you should find the defendant not guilty on this charge.

If, on the other hand, you find from your consideration of all the evidence that the government has proved each of these elements beyond a reasonable doubt as to the defendant you are considering, then you should find the defendant guilty on this charge.

**The charge – definitions of certain terms**

These definitions apply to the instruction on the

previous page.

An agent is a person who is authorized to act or on behalf of a city or governmental entity.

Bona fide salary, or wages, or fees, or other compensation paid, in the usual course of business, does not qualify as a thing of value solicited, demanded, accepted, or agreed to by the defendant.

A person acts corruptly when he acts with the understanding that something of value is to be offered or given to reward or influence him in connection with his official duties.

#### **“On or about”**

The indictment charges that the crimes happened “on or about” certain dates. The government must prove that the crime happened reasonably close to those dates. The government is not required to prove that the crimes happened on those exact dates.

Once you are all in the jury room, the first thing you should do is choose a presiding juror. The presiding juror should see to it that your discussions are carried on in an organized way and that everyone has a fair chance to be heard. You may discuss the case only when all jurors are present.

Once you start deliberating, do not communicate about the case or your deliberations with anyone except other members of your jury. You may not communicate with others about the case or your deliberations by any means. This includes oral or written communication; communication using any sort of device, such as a telephone, cell phone, smart phone, iPhone, Android,

Blackberry, or a computer; communication by text messaging, instant messaging, the Internet, chat rooms, blogs, websites, or social media or social networking websites like Facebook, LinkedIn, YouTube, Twitter, Snapchat, or Instagram; and any other form of communication at all.

If you need to communicate with me while you are deliberating, send a note through the court security officer. The note should be signed by the presiding juror, or by one or more members of the jury. To have a complete record of this trial, it is important that you communicate with me only by written notes. I may have to talk to the lawyers about your message, so it may take me some time to get back to you. You may continue your deliberations while you wait for my answer. Please be advised that I cannot provide you with a transcript of any of the trial testimony.

If you send me a message, do not include the breakdown of any votes you may have conducted. In other words, do not tell me that you are split 6-6, 8-4, or whatever your vote happens to be.

A verdict form has been prepared for you. You will take this form with you to the jury room.

[Read the verdict form.]

When you have reached unanimous agreement, your presiding juror will fill in and date the verdict form, and each of you will sign it.

Advise the court security officer once you have reached a verdict. When you come back to the courtroom, I will read the verdict aloud.

The verdict must represent the considered judgment

of each juror. Your verdict, whether it is guilty or not guilty, must be unanimous.

You should make every reasonable effort to reach a verdict. In doing so, you should consult with each other, express your own views, and listen to your fellow jurors' opinions. Discuss your differences with an open mind. Do not hesitate to re-examine your own view and change your opinion if you come to believe it is wrong. But you should not surrender your honest beliefs about the weight or effect of evidence just because of the opinions of your fellow jurors or just so that there can be a unanimous verdict.

The twelve of you should give fair and equal consideration to all the evidence. You should deliberate with the goal of reaching an agreement that is consistent with the individual judgment of each juror.

You are impartial judges of the facts. Your sole interest is to determine whether the government has proved its case beyond a reasonable doubt.



**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION**

**UNITED STATES OF  
AMERICA**

**vs.**

**JAMES SNYDER**

**Case No. 16 CR 160**

**VERDICT**

With respect to the charge in the indictment, we, the jury,  
find the defendant:

\_\_\_\_\_ Not Guilty                      \_\_\_\_\_ Guilty

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Presiding juror

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Date: \_\_\_\_\_, 2021

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION

UNITED STATES OF AMERICA,  vs.  JAMES E. SNYDER, Defendant.	Case No. 2:16-cr-00160-MFK-2  Volume 2 of 10
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**DAY TWO OF JURY TRIAL  
MARCH 9, 2021  
BEFORE THE HONORABLE MATTHEW F.  
KENNELLY  
UNITED STATES DISTRICT COURT**

\* \* \* \* \*

[121]

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**OPENING STATEMENTS BY THE GOVERNMENT**

**MR. SRIVASTAVA:** The Defendant, James Snyder, violated the public’s trust because, when he became the mayor of Portage, Indiana, he took an oath, an oath to serve the people of Portage. That was a promise he broke, an oath he violated, when he betrayed the very people he had sworn to serve, when he accepted a bribe. That’s why we’re here today, ladies and gentlemen.

Good morning. My name is Ankur Srivastava. And, along [122] with my co-counsel, Jill Koster, I have the privilege and honor of representing the United States of

America in this trial.

And as the United States, we have the burden of proof in this case. That means it's our responsibility to prove to you beyond a reasonable doubt that the Defendant is guilty of the crime he's been charged with, of accepting that bribe. That is a burden we welcome, and that is a burden we will meet.

And for the next few minutes, I'm going to talk with you about how we intend to meet that burden by describing to you what the evidence will be that you can expect to hear in this case.

But in a nutshell, it boils down to this. As the mayor of Portage, the Defendant steered two lucrative contracts to a company called Great Lakes Peterbilt. Those contracts were worth over a million dollars. Less than two weeks after that second contract was awarded to Great Lakes Peterbilt, the company and its owners, Robert and Stephen Buha, paid the Defendant \$13,000.

They also camouflaged that payment. And you'll understand what I mean by that, because this wasn't the first payment the Buhas had made to the Defendant. They had made campaign contributions. They had sponsored his golf outing. The types of payments that are publicly disclosed. This was a little different. The Buhas made that payment to a company called SRC Consulting, a company that didn't even exist. And so when [123] federal agents questioned the Defendant about that \$13,000, he lied to them.

And that's what this case is about, ladies and gentlemen. That violation of public trust, the fact that this Defendant accepted a bribe.

So let me back up and tell you how we got there because when the mayor of Portage -- excuse me, when the Defendant became the mayor of Portage, he gained a couple of things.

He, of course, gained an obligation to put the interests of the people of Portage above his own self-interests, but he also gained a good deal of power. And the reason I say that is because, as the mayor, the Defendant became the president of what's called the Board of Works.

And what you'll learn during this trial is that, when a city like Portage wants to buy expensive equipment like heavy machinery, the Board of Works votes on that. And so the Defendant, as the mayor, was not only the president of the Board of Works, but he also had the power to appoint its other members.

Now, this all became important back in 2012 and 2013, when the City of Portage put out two invitations to bid. And you're going to learn about this bid process. What you're going to hear is that the City of Portage paid over a million dollars to buy five garbage trucks.

And because the money belongs to the City and its [124] taxpayers, in a city like Portage or most other cities, the mayor doesn't get to just choose where to spend that money. The City goes through what's called a bid process.

And in simple terms, a bid process is a process by which the City tells vendors, "Hey, this is what we want to buy." In this case, garbage trucks. And then vendors, people who want to sell the City those garbage trucks, respond with bids. And they tell the City, here's what we're going to give you, and here's what we're going to charge you for it.

Now, this bid process is really important because it's designed to ensure a fair and competitive bid process. Why does that matter? Well, for starters, you want to be fair to all the vendors, all the people trying to get the City's business. But beyond that, it's also important that the taxpayers get the best bang for their buck, and so you want a fair and competitive bid process.

And so you're going to hear a lot of evidence about the bid process in this trial. But just to start out, I will tell you that the evidence you will hear in this case is that this company, Great Lakes Peterbilt, won both rounds of bidding. They won both contracts. And in January of 2013, the City bought three trucks from Great Lakes Peterbilt. And for those three trucks, the City of Portage paid Great Lakes Peterbilt \$712,882.50.

Later that year, in December of 2013, the City bought [125] another two trucks from Great Lakes Peterbilt, and those were for \$425,355.

So in total, between these two contracts that Great Lakes Peterbilt won for the City of Portage, they made over \$1.125 million.

Now, as I mentioned, these contracts were awarded through a bid process; and you're going to hear evidence in this trial about that bid process, about how the bid process is supposed to work and how it was corrupted in this case.

So let's talk about the evidence you're going to hear in this trial about how the bid process is supposed to work. Historically, in the City of Portage, when the City went out to buy heavy machinery like garbage trucks, the person who ran the bid process was the superintendent of the relevant department; in this case, Streets and

Sanitation.

And, furthermore, when that superintendent would run that bid process, there would be a committee formed; people who had relevant information to provide. So, for example, the mechanics who work on and maintain the trucks, the drivers who actually have to drive the trucks. All the people who have information about what kind of trucks the City needed would be a part of this committee, they would work together. They would get together and put their input in, and the City would come out with what are called “specifications,” or “specs,” and those specs are important because they tell the bidders, [126] “Here’s what the City wants to buy.”

And those specs are generally written broadly to encourage as many people as possible to bid. For example, those specs wouldn’t say, “Hey, we need an engine made by this manufacturer.” They would say, “We need an engine that’s this size, with this much horsepower.” And, again, the idea being that you get as many bidders as possible so that the City gets what it needs at the best possible price.

The bids would be sent to the clerk-treasurer’s office in sealed envelopes. They would then be brought to a Board of Works meeting and opened publicly, and the Board of Works would eventually be given all of the relevant information they needed to make an informed, educated decision about the best way to spend the City’s money. They would vote, and a contract would be awarded. That’s how the process typically works. That’s how the process was supposed to work.

And the evidence you will hear in this trial is that the Defendant corrupted that process to benefit Great Lakes

Peterbilt. You're going to hear a lot of evidence about that, but I'm going to talk with you right now about five categories of evidence that I expect you'll hear about the ways in which the bid process was corrupted.

Number one, the Defendant involved himself in the bid process, and he pushed out the superintendent, who would typically run it.

[127] Number two, the specifications, or specs, were written in such a way that they were designed to make sure Great Lakes Peterbilt won the two contracts.

Number three, the vendors were not directed to send the bids to the clerk-treasurer's office, as had been done in the past. They were directed to send them directly to the mayor's office.

Number four, the Defendant and the person he put in charge of the bid process, his friend, Randy Reeder, they concealed information from the Board of Works so that, when the Board of Works voted on who to give these contracts to, they didn't know all the relevant facts.

And, number five, the Defendant's phone records, which you will see, show that he didn't talk to any of the other businesses or vendors bidding on these contracts except for the owners of Great Lakes Peterbilt. And just wait until you see how often and how regularly he was talking to Stephen and Robert Buha, the owners of Great Lakes Peterbilt.

So let me go through those five irregularities one-by-one and talk about the evidence you're going to hear in this case.

Number one, the Defendant inserted himself into the bid process. And, again, he pushed out the

superintendent, somebody named Randy Charnetzky, the person who would have typically overseen the bid process, someone who's experienced, who had run the bid process many times before. The Defendant [128] told him, "We don't want you involved in this," and he put his handpicked guy, Randy Reeder, the assistant superintendent, in charge of the bid process.

Now, that was unusual, and that raised a lot of questions, because Randy Reeder was someone who had never overseen the bid process before. He had never held a job in Streets and Sanitation. In fact, he had never held a job in city government before the Defendant appointed him to that position.

So from the very beginning of this bid process, things were being done a little bit differently.

And you'll hear that what typically happens with, you know, the committee being formed and all the people having relevant information, that wasn't done in this case.

Number two, the specifications were designed to steer the contracts to Great Lakes Peterbilt. And so you'll hear a couple things about that.

So, first of all, in the first round of bidding that went out -- and we heard that Great Lakes Peterbilt won that contract for about \$712,000 -- what you'll learn is that the City could have gotten those three garbage trucks for \$60,000 less. \$60,000.

But when the specifications come out, they say that the City needs its trucks within 150 days. Now, that may seem like a long time, you know, deliver these trucks within 150 days. But what you'll learn is that in this industry that's a really [129] tight window, because you'll



learn a little about trucks in this case. You'll learn about the chassis or the cab, where the driver sits. That's typically made by one company. You'll learn that the body of the garbage truck, where the garbage is actually deposited, is made by a different company. There might be a mechanical arm on the side of the truck that actually raises the garbage up. That might be made by a different company. All of these things are made on factory assembly lines, so it takes time to put it all together. As a result of that, it might take a company a year to deliver these garbage trucks, but the City said: We need them in 150 days.

And as a result of that, it paid an extra \$60,000.

So did that make sense? Did it make sense that the City should pay that extra money to get these trucks within 150 days? And the evidence you'll hear in this case is no.

You'll hear from the superintendent, who had been pushed out of the process, that, no, the City did not need the trucks that quickly.

You'll hear from the actual mechanics who work on these trucks, who will tell you, no, there was no urgency to get these trucks within 150 days.

You'll hear from the drivers actually going out to pick up the trash, who will tell you there was no rush, because at the end of the day, there was never a single day the City of Portage couldn't pick up all the trash because they didn't have [130] enough trucks.

That 150-day deadline, that was an artificial deadline and, the evidence will show, was designed to steer that contract to Great Lakes Peterbilt.

And the trucks that were ultimately purchased by the City, they weren't even what the mechanics wanted. You'll hear that, in the past, the mechanics, as I said, were always part of that committee. They usually had input into how the specs were drawn up, into what trucks the City ultimately bought; and in this round, they were frozen out of the process. That was strange.

You'll also hear from a witness who will tell you that, based on his experience submitting bids and reviewing specs, when he saw the specs that were put out in this case, he knew, he believed based on the way they were drawn up, that they were designed to give the contracts to a company making Peterbilt trucks.

And you'll hear from Randy Reeder's own mouth that he used Peterbilt specifications to design the City's specs that ultimately led to the contracts being awarded to Great Lakes Peterbilt.

Now, number three, where the bids were sent. Typically in the past, the bids were always sent to the clerk-treasurer's office in sealed envelopes, and that's where they were stored until the public Board of Works meeting. In this case, those [131] bids were all sent to the Defendant's office. That was unusual.

Number four, the Defendant and his handpicked assistant, Randy Reeder, hid information, because what you'll learn during this trial is that there was that first round where the City paid an extra \$60,000 for the three trucks, but then there was a second round where they bought a garbage truck and a refuse truck.

And what you'll learn is that all of these companies bid on selling the City of Portage those two trucks, but one of the trucks being sold by Great Lakes Peterbilt was

different. It was two years old. And why did that matter? The specifications that the City put out said that the vendor should deliver -- and I'll quote -- "trucks that were new, unused, and the same as the manufacturer's current production model."

But that's not what Great Lakes Peterbilt was selling, and the Defendant knew that. Randy Reeder knew that. But they didn't tell that to any of the other vendors. And when it came time for the Board of Works to vote on who to give the second contract to, they didn't disclose that fact.

And, again, you may wonder, you know, why does it matter so much that the truck was two years old? Well, here's the evidence that you'll hear.

First of all, it's not fair to the other vendors because [132] every year trucks get better; right? So if you bought a 2021 model of a car, it would probably be better, more expensive, than a 2019 model. And the same thing is true in the trucking industry. The truck that Great Lakes Peterbilt sold had been sitting on a lot for two years. It didn't have as good of features as some of the trucks being sold by the competitors, and it didn't even meet the most recent emission standards.

What's more than that, the fact it had been sitting on the lot for two years, you'll hear that was a problem, because it was sitting on a lot that's in an area with brutal winds, exposed to the elements, rust can build up, and that could lead to that truck needing more maintenance. And that's, in fact, exactly what happened.

Perhaps the City would have decided, "You know what, we don't care." Maybe the Board of Works would have said, "We'll buy the old truck if it will save us a little

money.” But we’ll never know if that’s what would have happened because they simply didn’t have all that information. That information was concealed from the Board.

The fifth way in which this bid process was irregular and corrupted was the Defendant’s contacts with Robert and Stephen Buha, the owners of the company, Great Lakes Peterbilt, that won this contract.

Because I told you that the Defendant and Randy Reeder were concealing information from the Board of Works, well, you [133] will be able to draw the inference that they were not concealing information from the Buhas because you’ll see the phone records, and you’ll see that the Defendant was in regular and frequent communication with the Buhas, not any of the other vendors. That was irregular.

So, again, to summarize what you’ll learn about the bid process in this case, number one, the Defendant and his handpicked guy, Randy Reeder, ran the process, not the superintendent.

Number two, the specifications were designed to award the contract to Great Lakes Peterbilt.

Number three, the bids were sent directly to the Defendant’s office.

Number four, the Defendant hid information from the other vendors and the other voting members of the Board of Works.

And, number five, the Defendant had regular contract -- contact, excuse me -- with the Buhas, but none of the other vendors who were bidding.

But beyond all of that, ladies and gentlemen, the

biggest irregularity in the bidding process was this: Less than two weeks after winning that second contract, Great Lakes Peterbilt paid the Defendant \$13,000.

But before we talk about that payment, let's talk a little bit about what you're going to hear in this case about finances, because there's something that the Defendant and the [134] Buha brothers share in common, which is that, at the time all of this bidding was going on and these contracts were being awarded, they were both having a tough go financially.

And here's the evidence you'll hear about that. When it comes to the Defendant, you'll learn that, at the time he got this money from the Buhas, he was in debt. He owed money to the IRS. He sometimes wasn't making payments, mortgage payments, on one of his homes.

And you'll see, in fact, the Defendant's bank records. And the bank account into which that \$13,000 check from the Buhas was deposited, you'll see that, at the time that check was deposited, he had about \$200 in that bank account.

Similarly, the Buhas were also in dire financial straits at that time. You'll hear evidence that Great Lakes Peterbilt is a dealership of the Peterbilt truck company. So just like you might walk into a Chevy dealership to buy a Chevy car, Great Lakes Peterbilt was the local dealership for Peterbilt trucks.

And you'll learn that, across the nation, Great Lakes Peterbilt was one of the worst-performing dealerships in the entire country. They were losing money. In fact, one of its owners pulled \$250,000 out of his personal retirement account to keep the company afloat, just to make payroll, okay? So that's how Great Lakes Peterbilt

was doing at the time.

But in spite of that, they made a number of donations to [135] the Defendant. They sponsored his golf outing. They made campaign contributions. But those payments are not what the Defendant is charged with doing anything wrong in connection with.

What the crime in this case is is the \$13,000 check that was written to SRC Consulting on January 10<sup>th</sup> of 2014.

And so let's talk a little bit about that check.

Again, less than two weeks after winning the second contract, the Buha brothers, who owned Great Lakes Peterbilt, write this check for \$13,000 to an entity called SRC Consulting, and they give that to the Defendant.

So what is SRC Consulting? Well, the evidence you'll hear in this case is that it was a fake entity. There was no company by that name registered in the State of Indiana.

Prior to receiving this \$13,000 check, the Defendant had previously registered companies called SRC Marketing and SRC Properties. But at the time he got that check, those companies were defunct; they were dissolved; they were no longer registered with the State of Indiana.

So the Defendant takes this check, and he deposits it into a bank account at Horizon Bank. And, interestingly, the bank records at Horizon show that that account is affiliated with a mortgage company. So that got federal agents investigating this wondering: Was the Defendant performing mortgage consulting for Great Lakes Peterbilt? Why did he get this [136] \$13,000 check?

They wanted answers to those questions; and so in July of 2014, you'll hear evidence that those federal agents

went and talked to the Defendant. And they asked him those questions. Where did this \$13,000 come from? What exactly is SRC Consulting?

And the evidence you will hear in this case is that, when he was asked those questions, the Defendant lied. He lied to the federal agents.

The first lie he told those agents was that, when it came to these contracts with Great Lakes Peterbilt, the million dollars in trucks that the City bought, the Defendant told those agents he had nothing to do with the bid process. His words were, “nothing whatsoever.”

Now, I’ve already told you about the testimony you can expect to hear, how the Defendant did involve himself in the bid process, how he appointed his handpicked guy, Randy Reeder, how he pushed out the superintendent, how he appointed the other members of the Board of Works, how he voted on the contracts, how he concealed information from the other voting members, how he had contacts over the phone with the Buha brothers. So the evidence will show that that was a lie; that he, in fact, did have involvement with that bid process.

But the second lie he told the agents was that that \$13,000 check had nothing to do with those truck contracts, but [137] he earned that money because he was consulting for the Buhas. And, specifically, he told the Buhas that he was consulting in the fields of health insurance and information technology.

So here’s the evidence that I expect you will hear during this trial about the Defendant consulting for the Buhas and Great Lakes Peterbilt in those two fields.

First of all, law enforcement subpoenaed records from

SRC Consulting and from Great Lakes Peterbilt, records to figure out if the Defendant was really performing that work. They asked: Do you have a contract to do consulting? Are you licensed to do it? Do you have any work product that actually shows you did this work to earn this \$13,000? How about communications or memos? Do you have any documents at all that show you actually did this work?

And they got documentation of none of those things. They got no contracts between SRC Consulting and Great Lakes Peterbilt, no, you know, memos or proposals saying here's what SRC Consulting will do to earn that \$13,000. They got no reports, no studies, no essays, no documentation of, you know, billing summaries, invoices. Basically nothing to substantiate the Defendant's claim that he earned that money by consulting.

You're also going to hear evidence about the Defendant's ability to even perform those types of consulting, because you'll learn that, in the State of Indiana, people who perform consulting in the field of health insurance have to be [138] licensed. You'll learn that the Defendant was not and has never been licensed to provide health insurance consulting.

You're also going to hear evidence that, while the Defendant was the mayor of Portage, the City was going out and hiring IT consultants in the same field that the Defendant was supposedly able to provide those services. And some of those people met with and spoke to the Defendant, and they'll tell you he did not have that specialized knowledge to perform, you know, IT consulting, that he didn't really know what he was talking about.



And when it came to his mortgage company that the Defendant owned, he actually did hire IT consultants.

So another thing about this supposed consulting that the Defendant performed that you'll hear about in this trial is that he couldn't keep his story straight.

He told the federal agents that he was consulting in health insurance and IT. He told other people that he was doing lobbying work, that he was consulting on phones, that he was consulting on payroll. You may even hear other stories about what work he was doing for the Buhas during this trial.

But whatever stories that the Defendant may have told law enforcement and other people, it's not going to be consistent with the actual evidence that you see in this case.

So if the Defendant didn't earn that \$13,000 from consulting for the Buha brothers and Great Lakes Peterbilt, why [139] did he take that money?

Why was that payment made right after a highly irregular bid process? Why was that payment camouflaged, concealed, made out to a company called "SRC Consulting" that didn't even exist? And why, when the Defendant was questioned about that payment by law enforcement, did he choose to lie about it?

The evidence will show that the answers to those questions is because, as the mayor of Portage and as the president of its Board of Works, the Defendant steered those two contracts worth over a million dollars to Great Lakes Peterbilt.

In other words, when the Defendant took that \$13,000, he accepted a bribe. That, ladies and gentlemen,

is a violation of the public's trust; and here in the United States and in this courtroom, it is also a crime.

At the end of this trial, after you've heard and considered all of the evidence, we will ask that you return the only verdict that will be consistent with the law and with the facts. We will ask that you find the Defendant, James Snyder, guilty as charged.

\* \* \* \* \*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION

UNITED STATES OF  
AMERICA,

vs.

JAMES E. SNYDER,  
Defendant.

Case No.  
2:16-cr-00160-MFK-2

Volume 5 of 10

**DAY FIVE OF JURY TRIAL  
MARCH 12, 2021  
BEFORE THE HONORABLE MATTHEW F.  
KENNELLY  
UNITED STATES DISTRICT COURT**

\* \* \* \* \*

[1139]

[...] were you ever told about the details of what he was going to do?

A. During the -- This was when Obamacare was being rolled out.

Q. Mm-hmm.

A. During that time, the only thing that I recall specifically that -- what -- Mr. Snyder being mentioned was some information that Bob had received in conversation --

Q. Oh, so this came from Bob?

THE COURT: You asked the question. He was answering it. You stopped him in the middle of the

answer.

Complete your answer.

MS. KOSTER: I'm --

THE COURT: Complete your answer.

A. The only thing that I was aware of that he was doing that time prior to that was, he was -- Bob was consulting with him for Obamacare, how it affected union versus nonunion employees, like it had -- they had gone through with the City. And Bob was very confused by the rollout of this, and he was looking for help from wherever he could get it.

BY MS. KOSTER:

Q. So, Mr. Searle, that information that you just testified about, that came from Bob; do you agree?

A. Correct. He would only report to me -- occasionally, Bob -- would only report to me occasionally the progress that [1140] he was having on figuring this out.

Q. And you don't have personal knowledge of any work performed by Mr. Snyder?

A. I don't.

Q. And do you know if he was even licensed to provide health insurance related consulting?

A. I don't.

Q. Did you ever check with the State Department of Insurance to see if he was licensed?

A. No.

Q. And you don't know personally whether he was qualified to perform health insurance consulting, do you?

A. No.

Q. Do you know if Mr. Buha ever looked at websites that give people advice regarding the Affordable Care Act?

A. Yes.

Q. What about reaching out to the Department of Insurance; do you know if that ever happened?

A. That, I'm not sure.

Q. So were there other people that you recall Bob talking to about health insurance?

A. Of course, he talked to his attorney, Russell Millbranth. He would have me read stuff occasionally when I would have time. And other than that, I don't remember any specific names being brought up.

\* \* \* \* \*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION

UNITED STATES OF AMERICA,	Case No.
vs.	2:16-cr-00160-MFK-2
JAMES E. SNYDER, Defendant.	Volume 7 of 10

**DAY SEVEN OF JURY TRIAL  
MARCH 16, 2021  
BEFORE THE HONORABLE MATTHEW F.  
KENNELLY  
UNITED STATES DISTRICT COURT**

\* \* \* \* \*

[1603]

\* \* \* \* \*

A. Sure.

Q. He voluntarily granted that; correct?

A. Yes.

Q. He was under no legal obligation to grant you an interview at that time; is that correct?

A. That's correct. We approached him and asked for an interview.

Q. And according to what has been introduced into evidence, he didn't ask for an attorney?

A. During the interview? No, he did not.

Q. You asked him whether he had ever done business with the Buhas or Great Lakes Peterbilt; do you recall that?

A. Yes.

Q. And what did he say immediately?

A. Healthcare and IT consulting.

Q. I mean in response to your question: "Have you done business with the Buhas or Great Lakes Peterbilt," what was his immediate response?

A. I believe it was "yes."

Q. He didn't hesitate, did he?

A. No.

Q. He didn't ask who told you that, did he?

A. No.

Q. I want to talk a little bit about the subpoenas that you [1604] sent to, I think it's Exhibit 136 that you were just discussing. And it was a number of entities -- can you describe what all those entities are, why so many entities?

A. They were entities associated with James Snyder. We wanted to make sure that we sent the subpoena to the proper one to get any records of any consulting agreement, if they existed.

Q. And in the interview he had granted you in July 2014, he told you that there was no written documentation; is that correct?

A. Correct.

MS. KOSTER: Objection --

THE COURT: I'm sorry, was there an objection?

MS. KOSTER: Yeah, but I was a little late.

THE COURT: Okay. Well, it's overruled. The answer can stand. He said "yes."

BY MR. HADLEY:

Q. You asked him in the interview: "Did you provide binders of information?" Do you recall that?

A. Joe Villa asked him that question, yes.

Q. Fair enough. Your counterpart asked about that and he said, "No, I did not"?

A. Correct.

Q. And that would be consistent with the subpoena response you then received that did not provide you binders of [1605] information, is that fair?

A. Correct, we didn't get anything regarding the consulting agreement.

Q. Instead, he told you, "I provided them advice"; do you recall that?

A. Yes.

Q. "I provided them advisement work"?

A. Correct.

Q. And he said he did advisement work for them on a few separate things; is that correct?

A. Yes, two.

Q. I'm talking about his first answer to you. He said, "I did advisement work for them on a few separate things"; is that correct?



A. Yes.

Q. He did go on to mention two topics, do you recall that?

A. I do.

Q. And he mentioned how he had upgraded the City's IT infrastructure of the IT program and he had experience doing that. Do you recall that?

A. I don't know if he said he did that stuff. The City did upgrade their system.

Q. And he was the mayor of the City at that time that happened; correct?

A. He was and he hired outside consultants to help him with [1606] that.

Q. Agent Field, he was the mayor at that time, correct?

A. Yes.

Q. And he also mentioned how the City had to make some changes with the Affordable Care Act; do you recall that?

A. Yes.

Q. And that we've saved the City two and a half million dollars on the health insurance act, the Affordable Care Act; do you recall that?

A. That is what he said, yes.

Q. So those were two topics that he brought up at this interview, fair?

A. Yes.

Q. At no point in this interview did you ask him to exhaust his answer and say there's no other type of advice that you gave, you never asked him that, did you?

A. I don't think I followed the question. We asked him for all work he provided as a result of the payment he received for \$13,000.

Q. You never asked him Okay, you've mentioned IT, you've mentioned healthcare, there's nothing else is there; you never asked him a question like that, did you?

A. We asked him what he did for the work for the \$13,000 payment.

Q. You never asked him -- you mentioned these two things -- [1607] are there any others, you never asked him that, did you?

A. I would have to review the entire transcript to know if we specifically asked that question.

Q. As far as what's been introduced into evidence, you did not ask him that question, did you?

A. No.

Q. Part of what he said he did, in addition to those two things, was put them into touch -- put them in touch with other people, do you recall that?

A. Yes.

Q. And when discussing Exhibit 135, which is the subpoena to Great Lakes Peterbilt, you mentioned that it sought work product, do you recall that?

A. Yes.

Q. And what do you -- when you say "work product," when you put work product in a subpoena, what is in your mind that you're looking for?

A. In this instance, I --

Q. Or generally speaking just, you know, I'm -- let me back

up one step. You've been with the FBI for awhile, correct?

A. Correct.

Q. And you've sent subpoenas to various places?

A. Yes.

Q. This is not the first subpoena you've sent that requests work product or a phrase like that; is that correct?

[1608] A. That's correct.

Q. So generally speaking, what are you looking for when you put "work product" into a subpoena?

A. The documents that an individual provided for the client, someone they've paid them for work. Specifically, could also go to time cards, hours they put in, hour logs.

Q. If someone provided oral advice, would that be work product?

A. If there's documentation of it.

Q. Let's say someone hires me to give them advice and I tell them advice, is there no work product that happened in that exchange?

A. No.

Q. Was there no work that happened in that exchange?

A. Yes, it was work, work provided by you, yes, which typically would have an invoice or something associated with it to prove that work was provided.

Q. On what are you basing that? Why would if, I give someone oral advice, why would I write up -- why would I put that in a document?

A. It's my understanding if an accountant -- I'm a CPA before this and working with attorneys, my wife being an

attorney, if they're hired to do something, they would then want to bill for that work they provided, and they will usually detail that out in some sort of invoice indicating that on such and such a day, [1609] they provided whatever was provided and the time -- or the amount of hours that was put in for that.

Q. Sir, is it fair to say accountants and attorneys are not representative of all human beings in the world?

A. That's correct.

Q. They're fairly narrow subsection of --

A. That's a very narrow subsection, yes.

Q. If part of the work that James Snyder said he did to you was putting the Buhas in touch with other people, wouldn't one type of work product that would evidence that be an email forwarding them a contact info for a person that he's putting them in touch with?

A. Yes.

Q. You did receive such an email in response to your subpoena, didn't you?

A. Yes.

Q. Do you recall that email?

MS. KOSTER: Objection; hearsay it's not in evidence.

THE COURT: Yeah, he's just asking if he recalls it at this point, so it's a "yes" or "no."

THE WITNESS: Yes.

MR. HADLEY: Judge, I might need to be heard at sidebar where I'm going next?

THE COURT: All right.

(Private conference via headset device had as follows:)

[1610] THE COURT: Go ahead.

MR. HADLEY: So I'm not convinced that that email is hearsay, but that's on one side. I believe this would now be impeaching what he said on his direct, which is I did not receive any work product including emails in response to my subpoena. He's now agreed with me that an email -- did someone whistle, I'm sorry.

THE COURT: I heard that too, but I'm not sure who it was.

MR. HADLEY: Okay.

(Laughter.)

THE COURT: It's some gremlin, I guess, who's listening in and making comments or something. I don't know.

MR. HADLEY: Yes, I apologize. In the middle of my train of thought. I think where I was was that --

THE COURT: You're saying you think this impeaches him. So what does the email in question, can somebody just -- can you clue me in on what it is?

MR. HADLEY: Yes, we've discussed it a little bit with Mr. Searle. It's not yet in evidence and I don't think it would be until we attempt to introduce it in our case-in-chief. But essentially, it's an email --

THE COURT: What is it you want to do with this witness right now on this email?

MR. HADLEY: Impeach his statement that he did not [1611] receive any work product.

THE COURT: By doing what?

MR. HADLEY: By describing the email.

THE COURT: Isn't it a fact that you got an email in which the following is stated.

MR. HADLEY: Or the following occurs and I can refresh his recollection if he doesn't remember.

THE COURT: All right. So now that I understand what's going on, Ms. Koster do you want to --

MS. KOSTER: Yes, Judge.

THE COURT: -- flesh out your objection a bit?

MS. KOSTER: I think if they showed you the actual email it's -- they showed it to another witness and it's an email from Bob Buha saying this is the guy the mayor said we should call. So you may remember seeing it previous.

THE COURT: I do. Thanks for telling me that. I know what you're talking about. Okay.

MS. KOSTER: So you did not allow it into evidence previous because it's hearsay, and we have the same objection.

THE COURT: Right.

MS. KOSTER: It's not a statement of this witness, so it can't impeach him. And the witness did just agree that there is such an email with a contact card attached. But as far as the details, who sent it, who the contact card was, that's all hearsay; shouldn't come in unless the exhibit is [1612] admitted. That's our position.

THE COURT: Okay. So first of all, what I understand from what Mr. Hadley said, is that what's impeaching is that there's this -- that this email exists that has this content to it which is said to impeach Agent

Field's statement that he didn't get any documents reflecting work product.

And it's, you know, maybe not a world's greatest impeachment in the world. Just saying that. But it's some level of impeachment and so the 613(b) says the witness has to be confronted with it before extrinsic evidence of it can go in. If it goes in, it's only for impeachment purposes.

So I think you can ask him did you not get an email in which A refers to B or whatever it is.

MS. KOSTER: That question was asked. This is not a statement of the witness. So he can't be impeached.

THE COURT: The statement of the witness that is being impeached is a statement that he got no work product.

MS. KOSTER: Right, but the email isn't a statement of his, so it can't --

THE COURT: I understand, but it doesn't have to be a statement of his. It can be --

MS. KOSTER: I think it does.

THE COURT: It can be a fact that impeaches him. There's more than one type of impeachment in the world, not just prior inconsistent statements. Person says I didn't get a [1613] document, here's the document did you get this. So I've ruled. There you go. Thanks.

(Private conference concluded.)

THE COURT: All right. You can proceed, Mr. Hadley, consistent with the sidebar.

BY MR. HADLEY:

Q. It's been a minute. Maybe I'll bring us back to where

we were.

Q. Your testimony on direct was that you sought work product, correct?

A. Correct.

Q. And you've agreed with me that one of the things James Snyder said in his voluntary interview with you was that part of the work that he performed was putting the Buhas, Great Lakes Peterbilt in touch with other people who could help them with their business; correct?

A. Yes.

Q. And you agreed with me that an email forwarding contact info of such a person would be work product, as you understand the term, when you were seeking it as part of your subpoena?

A. Yes.

Q. And contrary to what you said on direct that you received no such work product, you did receive an email in that context, did you not?

A. I don't recall if I received that via the search warrant [1614] or through the grand jury subpoena, but I do recall an email being there.

Q. Would it refresh your recollection, was it the Buhas provided that in response to your subpoena to them?

A. I believe so, yes.

Q. Do you recall the content of that email?

A. No, I don't.

THE COURT: I think you've pretty much done what you can appropriately do with this witness on that, Mr. Hadley, and so whatever else you're going to have to do is



going to have to happen at some later point in the case.

MR. HADLEY: Okay. Understood.

Judge, subject to perhaps calling him back in our case, I have no further questions.

THE COURT: Okay. Redirect?

MS. KOSTER: Nothing Judge. Thank you.

THE COURT: Thanks. You're excused.

THE WITNESS: Thank you.

THE COURT: Next.

MS. KOSTER: Judge, at this time, the United States rests.

GOVERNMENT RESTS

\* \* \* \* \*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION

UNITED STATES OF  
AMERICA,

vs.

JAMES E. SNYDER,  
Defendant.

Case No.  
2:16-cr-00160-MFK-2

Volume 9 of 10

**DAY NINE OF JURY TRIAL  
MARCH 18, 2021  
BEFORE THE HONORABLE MATTHEW F.  
KENNELLY  
UNITED STATES DISTRICT COURT**

\* \* \* \* \*

[1962]

[...] page 1, and then I'm going to go down here to --  
Excuse me for just a second.

So directing you to the top of the page, I'm going to  
ask you to read the first couple lines.

A. To myself; right?

Q. To yourself. Not aloud.

A. (Witness complied.)

Q. Sir, having looked at that, does that refresh your  
memory as to whether or not you told the agents that you  
thought you had a contract?

A. I must be reading it wrong, then. And I'm not allowed

to read it out loud, so --

Q. I don't want you to read it aloud, but I'm going to direct your attention to the first two lines here.

A. Okay. (Witness complied.)

Well --

Q. Okay. And my next question for you is: Having looked at that, do you now remember telling the agents that you thought you had a contract with the Defendant?

A. I still don't remember that, but if that's part of my statement, it's part of my statement.

MR. SRIVASTAVA: Can we take that down, Jay.

Q. In fact, there was no contract, was there?

A. No. I found out there wasn't.

Q. Okay. And you knew there was no contract; right?

\* \* \* \* \*

[1981]

\* \* \* \* \*

Q. And you thought of that as sort of the cost of doing business?

A. I make other contributions and even to this day.

Q. But the \$13,000 payment to SRC Consulting, that was different from these campaign contributions you were making; would you agree?

A. Yes, sir. Yes, sir.

Q. It was an unusual payment, in part, because, unlike those other contributions, you didn't make this one out to his campaign account, for example?

A. Yes. I mean I didn't.

Q. I'm sorry?

A. I mean we didn't. I didn't mean yes, we did. I mean we didn't make it out for campaign contributions.

Q. But the \$13,000 check for SRC Consulting, that was not a campaign contribution?

A. That's what I meant to say. We got reversed.

Q. Did you ever see a business card with the name "SRC Consulting" on it?

A. No.

Q. Did you ever see any letterhead with "SRC Consulting"?

A. No.

\* \* \* \* \*

[2001]

A. He is the mayor. And, yeah. He has influence. You're correct.

Q. And because he has influence, you wanted to be on his good side?

A. Yes, always, any mayor.

Q. And you did feel pressured?

A. I think I did, yes.

Q. And you had just done a million dollars worth of business with the City; right?

A. Had I done it yet? I don't know. That --

Q. Well, can we agree you were in the process of -- the

second contract had just been awarded?

A. Yes.

Q. And you wanted to keep that goodwill going?

A. I wanted to keep -- Yeah. Okay.

Q. So at some point after that meeting, you directed your controller, Brett Searle, to issue a \$13,000 check?

A. Either myself or Steve. One of us. I can't say I did. But, yeah, I don't disagree.

Q. Now, Brett Searle keeps the books for Great Lakes Peterbilt; right?

A. Yes, sir.

Q. He asked you for paperwork to support that check?

A. Okay.

Q. Well, I'm asking you. Did he ask you for paperwork?

[2002] A. I can't recall, but I'm sure he would have.

Q. Okay.

A. An AVO or something that -- a request signed by me. Sure.

Q. But you never filled out an avoid verbal order to support the payment, did you?

A. I don't know if I did or I didn't.

Q. Okay. You never gave him an invoice?

A. I can't say I did.

Q. Never gave him a bill?

A. Can't say I did.

Q. Never gave him a contract?

A. No. Now I know I didn't.

Q. Okay. But you did have that -- You or your brother had that check issued to SRC Consulting; right?

A. Yes, sir.

Q. I'm going to show you a page from Exhibit 19, which is in evidence. If we can publish.

So we've been talking about this check. This is the check; right?

A. Yes.

Q. Dated January 10, 2014?

A. Yes, sir.

Q. Made out to SRC Consulting?

A. Yes, sir.

\* \* \* \* \*

[2016]

[...] use of his advice?

A. I made use of it.

Q. And, on direct, as you were talking about that same thing, your testimony was essentially you didn't know if you did because you sold the business a few months later; right?

A. Wasn't foremost in my mind. We were in the process of selling the business.

Q. Now, in terms of the work that the Defendant did for you, did he ever give you any brochures about the Affordable Care Act?

A. No.

Q. Ever give you any paperwork about the Affordable Care Act?

A. I don't think so.

Q. Did he give you any documentation at all about the Affordable Care Act?

A. Probably not.

Q. You mentioned cloud computing on direct?

A. That we discussed it.

Q. Okay. So you talked about that concept with the mayor?

A. Yes, sir.

Q. Did he ever give you any documentation about that?

A. No.

Q. Did he ever come and take a look at your network or servers or anything like that?

A. Not in my presence.

[2017] Q. Did he ever come to your office and meet with the people in your business who actually did the IT work?

A. No.

Q. Did he ever meet with the person or people in your office who were responsible for healthcare other than you?

A. Not with my -- not in my presence, so I don't think so.

Q. So, as far as you know, he never went to go meet with, like, the HR person or anything --

A. No.

Q. -- like that? Was that a no?

A. Excuse me. No.

Q. Now, as you sit here now, do you know whether or not Great Lakes Peterbilt had more than 50 union employees at the time?

A. No. We didn't have more than 50 union employees.

Q. You did not?

A. No. We had more than 50 nonunion or thereabouts.

Q. But in terms of union employees, you had fewer than 50?

A. Oh, yes.

Q. And as far as nonunion employees, what's your recollection as to how many you had?

A. We were right on that -- yeah -- (indiscernible.)

COURT REPORTER: I can't hear you.

THE COURT: You've got to avoid hitting the microphone, and you've got to keep it in front of you.

A. I'm sorry, Your Honor.

[2018] We were right at that -- you know, could it be, couldn't it be. The exact number, I couldn't tell you.

BY MR. SRIVASTAVA:

Q. But, as far as you understand it, whether or not you had 50 nonunion employees, that's what would make your business subject to the new Obamacare?

A. My recollection, yes.

Q. Right? But you don't remember whether or not you had 50 or more nonunion?

A. Not to my best recall.



Q. And so --

A. I think we had more.

Q. Okay. And is it your understanding that Obamacare essentially rolled out January 1st of 2014?

A. I couldn't tell you as I sit here now today. I would have known back then probably.

Q. But the check you wrote to the Defendant for consulting services, that was after January 1st, 2014?

A. It should by the date.

Q. Did the Defendant ever produce any reports for you?

A. No, sir.

Q. Write any memos?

A. No, sir.

Q. Ever give you an invoice?

A. No, sir.

[2019] Q. A bill?

A. No, sir.

Q. Ever give you any documentation as to what work he was doing as a, quote/unquote, "consultant"?

A. No, sir.

Q. Would you agree with me that the Defendant needed money and came to you to get it?

A. Sure. That's what I testified to.

Q. And based on your interaction with him, it was your understanding that he expected you to pay it because of the contracts you had won?

MR. BENNETT: Objection.

THE COURT: Sustained.

BY MR. SRIVASTAVA:

Q. He thought you owed him; right?

MR. BENNETT: Objection.

THE COURT: Sustained as phrased.

BY MR. SRIVASTAVA:

Q. Is it your understanding that, based on the things the Defendant said to you, he felt that you owed him the money?

MR. BENNETT: Objection to any question about what he thought, Your Honor.

THE COURT: I couldn't make out what you said.

MR. BENNETT: I'm sorry. Objection to anything he said the Defendant felt.

[2020] THE COURT: Yeah. As phrased, the objection is sustained.

BY MR. SRIVASTAVA:

Q. Sir, as you sit here today, do you remember the exact words that Mayor Snyder used when he asked you for money?

A. "I need money."

Q. Okay. Aside from that, do you remember anything else he said -- Well, I guess we've talked about some of that. Let me ask you this --

A. I remember --

THE COURT: There's no question pending. He's

going to ask you.

THE WITNESS: I'm sorry, Your Honor.

BY MR. SRIVASTAVA:

Q. Did you have an impression as to why it was that Mayor Snyder came to you and your brother asking for money?

A. Had a big building out front. A lot of trucks.

Q. Is that a yes?

A. You said why he came to us.

Q. First, I'm just asking if you had an impression as to why.

A. Probably thought we had that much, you know, that we could spare. I don't -- I don't know. I can't -- I don't know what he's thinking at the time.

Q. Fair to say that you had a million dollars in business from the City?

[2021] A. Million one, a little over a million.

Q. A little over a million. And you made money on it, right, on that deal?

A. Yes, sir.

Q. And you believed that the payment that the mayor asked you for, you were expected to give?

MR. BENNETT: Objection. This also calls for speculation, Your Honor.

THE COURT: Yeah. Can I just talk to you at sidebar.

(Private headset conference had as follows:)

THE COURT: Yeah. I don't think you can elicit --

This is the issue with the other previous sustained objections, too. I don't think you can elicit his -- what this seems to be asking for is his belief of what was in the Defendant's head. That's the way it's being phrased, and that's why I've said "as phrased."

MR. SRIVASTAVA: Judge, I just want to clarify before I ask another question, then, so we can address this now.

THE COURT: Yeah.

MR. SRIVASTAVA: So I'm trying to be careful at least not to ask questions that require him to get into the Defendant's head, but what I think I'm asking is what his impression was as to what was expected of him.

THE COURT: Well, see, that's the problem. His impression of what was expected. The expected part is asking [2022] him to get inside somebody else's head. That's what I think, at least.

MR. SRIVASTAVA: I understand, Judge. So, for example, on direct, he was asked questions about, "Did you ever make a bribe payment to James Snyder?" And he said no. And so, you know, our theory of the case is that he did. So that's why I think I should be able to test assertion he made on direct.

THE COURT: You've been testing it now for about an hour and 20 minutes, and I would say reasonably effectively, but you can't ask these questions this way.

MR. SRIVASTAVA: Okay. Understood.

(Private conference concluded.)

(Brief pause.)

THE COURT: I don't think that's bowling. That

might be thunder.

MR. SRIVASTAVA: Judge, we were just discussing an issue. Could I just have a moment?

THE COURT: Yeah. Sure.

(Brief pause.)

BY MR. SRIVASTAVA:

Q. So, sir, just wrapping up that line of questioning. As far as you know, Mayor Snyder didn't go to your competitors and ask them for money, the ones who didn't win the bids?

[2023] A. No. I would -- I wouldn't think so.

Q. And fair to say that you felt pressure to pay him?

A. I think I testified that earlier. There's a certain -- You know, how you gauge it, I don't know, but, you know.

Q. Okay. Now, some sometime after the FBI spoke to you, Great Lakes Peterbilt received a subpoena; right?

A. Sure.

Q. Asking for, basically, documents showing any work that SRC Consulting did?

A. Yes.

Q. Okay.

A. I don't know if that was included, but I would assume.

Q. You understand that was the gist of it?

A. Yeah, I -- Yeah. I gave it to our attorney.

Q. And I don't want to get into any of your communications with your attorney. But fair to say that you were not able to produce, and I don't want to go over this at length because we've covered it, but any reports, memos,

contracts, bills, things of that nature?

A. From the mayor?

Q. From the mayor.

A. No.

Q. You didn't have those things; right?

A. No. I never gotten any.

\* \* \* \* \*

[2058]

\* \* \* \* \*

**CLOSING ARGUMENTS BY THE GOVERNMENT**

MS. KOSTER: Thank you, Judge. Good afternoon.

We're here today because James Snyder violated the public's trust. He took an oath to serve the people of the City of Portage, Indiana, and he violated that oath by putting his own interests ahead of those of the people of Portage.

We have proven James Snyder guilty beyond a reasonable doubt. At the beginning of this trial, my co-counsel, Ankur Srivastava, told you that the Government embraces its burden of proof. That is our responsibility to bring you proof beyond a reasonable doubt and we have done that.

As Judge Kennelly just instructed you, the Indictment charges Defendant with bribery. In order for you to find the Defendant guilty of this charge, the Government must prove each of the following five elements beyond a reasonable doubt:

First, that the Defendant was an agent of the City of

Portage. I suggest to you, ladies and gentlemen, that's obvious. He was the mayor. He was an agent of the City of Portage. He was also the president of the Board of Works, and you heard testimony about that.

Second, that the Defendant solicited, demanded, accepted or agreed to accept a thing of value from another person. You heard testimony and evidence that \$13,000 was provided to the Defendant in the form of a check, that he accepted it, and went [2059] into his bank account and the money then was transferred to his personal account. So there is ample evidence that the Defendant accepted a thing of value from another person.

The Defendant acted corruptly, with the intent to be influenced or rewarded in connection with the contracts with the City of Portage -- and I'll come back to that element in just a minute.

The contracts involved a thing of value of \$5,000 or more. That too, ladies and gentlemen, you have heard plenty of testimony about the contracts in this case totaled \$1.125 million.

And, finally, that the City of Portage, in one year, received benefits of more than \$10,000 under any federal program involving a grant, contract, subsidy, loan, guarantee, insurance or other assistance.

On that element you heard testimony directly from Lynn Reed at the clerk treasurer's office in Portage, Indiana, as well as from John Shepherd. Both of them told you that there's never been a year that the City of Portage has not received at least \$10,000 in federal benefits, whether it be Medicare, Medicaid, or grants or public safety, Department of Transportation benefits for the building of roads, highways, maintenance, that sort of

thing.

So that brings us back to the one element that I haven't yet addressed, and that is, the Defendant acted corruptly with [2060] the intent to be influenced or rewarded in connection with contracts with the City of Portage.

That is the element that I'm going to address for the remainder of my argument.

First, I want to talk to you about circumstantial versus direct evidence.

In opening statement, Mr. Bennett told you that all of the evidence you're going to hear is circumstantial evidence; you will hear no direct evidence that this actually happened. Now, ladies and gentlemen, the way that that was worded in opening, I suggest to you, is not in accordance with the law.

The law states people sometimes look at a fact and conclude from it that another fact exists. This is called an inference. You are allowed to make reasonable inferences, so long as they are based on the evidence.

For example, earlier this week, it snowed overnight. You wake up in the morning, you see snow on the ground. You didn't see the snow fall on the ground, but it's there. You can infer from the snow on the ground that it snowed. That's an inference.

You may have heard the terms "direct evidence" and "circumstantial evidence." Direct evidence is evidence that directly proves a fact, such as seeing the snow fall to the ground. Circumstantial evidence is evidence that indirectly proves a fact, such as waking up and seeing snow on the ground.



[2061] You are to consider both direct and circumstantial evidence. The law does not say that one is better than another. It is up to you to decide how much weight to give any evidence, whether it is direct or circumstantial.

I want to talk for a moment about motive to accept or demand a bribe or gratuity. And, ladies and gentlemen, the evidence we've presented in this case really fits into six different categories.

The first category is this one: Motive to accept or demand a bribe or gratuity. The other categories are: Evidence of bid rigging, timing of the payment and the sale, no documentation of work allegedly performed, efforts to conceal, and consciousness of guilt.

I will address each of those categories of evidence in turn and walk you through the evidence that was presented in the case.

Let's start with motive evidence.

You heard ample testimony from the beginning of the trial from Special Agent Jerry Hatagan of the IRS that the Defendant, James Snyder, needed money.

In March of 2013, the Defendant received notices from the IRS that he owed over \$11,000 on his 2006 and 2007 taxes.

In April of 2013, the Defendant filled out a form for the IRS under oath and declared he had \$11,000 in credit card debt. He was upside down on two home mortgages, for a total of over [2062] \$66,000, and he was upside down on his Honda Odyssey over \$7,000, meaning he owed more on those assets than they were worth. So if he had sold them, he would actually still owe money to the bank for the

assets.

You also heard testimony from Special Agent Hatagan that James Snyder received notice in September of 2013 that the IRS was assessing against him what are called trust fund penalties, and those trust fund penalties are for unpaid payroll taxes. He was informed that September that \$39,523 in trust fund penalties would be assessed against him personally, meaning he was personally liable for that additional nearly \$40,000.

You also heard evidence that, in January of 2014, as was the case in many of the prior months, the Defendant was past due on his car payment. And by January, he was past due over \$1600.

He also had received several notices of foreclosure from the bank; in this case, Chase Bank. And this notice, in particular, is relevant because he received it soon -- on or about December 11th, 2013; almost a month to the day before the Defendant accepted the \$13,000 check from Great Lakes Peterbilt.

And in this notice, he was informed that his rental property was in default, that there was an intent to foreclose on that property, and he owed \$2300.

(Audio played, Government's Exhibit 190; and 190-A [2063] transcript played to the jury.)

You heard it directly from the Defendant's mouth in that interview. He needed money.

Now let's talk about the evidence of bid rigging.

The Defendant inserted himself in the bid process for these two contracts in a number of ways. The first way was that he took out of the process the man who would normally have been responsible for overseeing it, and that

is Steve Charnetzky, the superintendent of Streets and Sanitation.

You heard Steve Charnetzky's testimony that he had handled at least 25 different bid processes in his prior years as superintendent of Streets and Sanitation, which he had served in that position by the time he was reappointed by James Snyder for 16 years.

Steve Charnetzky had a ton of knowledge and experience about the bid process, but James Snyder didn't want him involved. Why not? Why wouldn't you want the most-experienced person involved in a process that is quite complicated? Ask yourselves.

Instead, he put his good friend, Randy Reeder, in charge of that process. And you've heard testimony directly from Mr. Reeder. He wasn't qualified to be a small engine mechanic. He was working as a maintenance man, part-time, before he was hired by the Defendant. He volunteered for the Defendant's campaign; helped put up some signs. The Defendant promised him [2064] a job. Next thing he knows, he's assistant superintendent of Streets and Sanitation and responsible for the acquisition of over \$1.125 million of equipment on behalf of the City of Portage.

And I hope it was clear, ladies and gentlemen, from the testimony of Mr. Reeder that he is a follower. He is a follower of James Snyder. James Snyder tells him to do something, and he does it. That's why Randy Reeder was put in charge of this process.

John Beck took the stand. He was a mechanic. And I should mention, ladies and gentlemen, these photographs are not in evidence. They're just to remind you of the witnesses that the Government called, because it's been --

it's been a while since you've seen some of them.

John Beck took the witness stand and testified he was a mechanic for the City of Portage for a very, very long time. I think somewhere north of 20 years, 24 years. Before that, he was a semi truck driver and drove Mack trucks.

And he told you that he had been asked to provide specs for the trucks that would be best for the Department of Sanitation. And he contacted Waste Management and Republic, and he arrived at an opinion as to what type of truck the City should buy, what type of truck is best for the application of refuse collection.

And he expressed those opinions to Randy Reeder. He told [2065] him exactly the type of truck that he preferred and why. And significantly, perhaps not the brand didn't matter, but things like full-eject mattered.

And he gave you the reasons why, because sometimes the trash can freeze overnight in the winter, and it makes it difficult and dangerous for the employees who are trying to empty the trash trucks at the dump or at the -- I think they call it a station -- what is it called -- transfer station. Thank you.

At the transfer station, the trash can get stuck in the back of the body of the truck, and it doesn't come out. And then they have to shove, I think he said, wooden crates into the back to try to shove the trash, get the trash to shove out. And that's dangerous.

He expressed his opinions to Randy Reeder. And Randy Reeder, one of those opinions was, he does prefer a Cummins engine. And Randy Reeder did put that into the spec.

You heard testimony, though, that, in order to make it fair for all bidders, you would normally put something like a Cummins engine and put the horsepower and the torque that you prefer or equivalent. We don't see that language in this spec.

And what was interesting about the testimony that we heard from the witnesses is that Randy Reeder picked and chose which advice from the mechanics he followed; right? You heard cross-examination of the salesman who came in and testified by [2066] Defendant: Well, those Mack trucks didn't have a Cummins engine, so they couldn't have been chosen, because that's what the mechanics wanted, Cummins engine.

Yeah, but what the mechanics also wanted was full-ject, and that wasn't followed. So Randy Reeder wants you to believe that Cummins engine is in there because the mechanics preferred it, but it also just happens to be the type of engine that's in Great Lakes Peterbilt's chassis.

And they chose not to follow the advice of the mechanics as to other aspects.

This is Truck 406. You heard a lot of testimony about this truck. Probably learned more about this truck than you care to know. This is the truck that sat on Great Lakes Peterbilt's lot for two years prior to its sale to the City of Portage.

You heard testimony, ladies and gentlemen, that, after the first round, after three truck contracts had been awarded to Great Lakes Peterbilt, the Defendant and Randy Reeder tried to purchase that truck directly from Great Lakes Peterbilt; and they -- Randy Reeder wrote an email to Greg Sobkowski, the City Attorney saying, "Mayor wanted me to ask you if the City was able to order

a fourth Peterbilt truck with the same body style. Do we have to rebid, or can we just order another one like the three we just purchased?”

They were looking to do it directly. They wanted to do it [2067] directly. But Mr. Sobkowski said, “If it costs more than \$150,000 you have to have a bid process; that’s the law.”

So what does the Defendant do? He says, “Well, how much is it?” Randy Reeder says, “It’s 180 to 200.” Randy Reeder says, “He probably called Steve Charnetzky.” His recollection is Charnetzky said, “Yeah, we can’t sell it for less than \$150,000,” so they had to do a bid process.

But that didn’t stop James Snyder from asking, ask him if they can get it below 150; we can buy it directly without doing a formal bid process. They were motivated and interested in buying that truck. And ask yourselves why; why the interest in this two-year-old truck that had been sitting on Great Lakes Peterbilt’s lot?

Do you think it was the only used truck in this area available for sale that could carry refuse? Of course it wasn’t. It was the only used truck -- I said the word “used.” I didn’t mean “used” in the sense that it had been titled and driven; I just meant older. Used in the sense it was aged. Was it the only aged truck sitting around that could have been sold to the City of Portage? Of course not, no. But it was the only aged truck that Great Lakes Peterbilt was desperate to sell.

How else was this bid process rigged? You heard testimony from Lynn Reed. She’s been in the clerk treasurer’s office, I think she said, over 30 -- 35 years. And she told you that [2068] addressing the bids to the mayor’s office was highly unusual.

It hadn't been done in the past. They were supposed to go to the clerk treasurer's office. Why are they supposed to go to the clerk treasurer's office? Because that is the individual and the office that is responsible for securing them and making sure and knowing what's happening with those bids between when they're received and when they're opened at a public meeting.

And you've heard some testimony -- We've asked some witnesses about these envelopes that we had. They're in evidence. They're Government's Exhibit 53. And the bottom line, ladies and gentlemen, with regard to these envelopes and with regard to whatever happened after the bids were delivered but before they were opened at a public meeting is this: We don't know. We don't know what happened. And I suggest to you that that was by design.

Randy Reeder and James Snyder directed that the bids be delivered to the mayor's office, and that wasn't an accident. It was an unusual thing that hadn't happened before and hasn't happened since. They've told you that just in the last few days. You've heard testimony that has been changed. That was not an accident. The envelopes were delivered there, and it was highly irregular, and you'll have a chance to look at them yourselves.

But one thing we do know: The handwriting on this [2069] envelope does not belong to Scott McIntyre. He testified under oath that's not his handwriting. Does not belong to Robert or Stephen Buha. And if you look through the exhibits in this case, you'll see there are some handwriting exhibits with Robert and Stephen Buha's handwriting. Both of them have beautiful penmanship. Beautiful. Remarkably beautiful penmanship. This is not their handwriting. He wasn't kidding when he said, "I

write much neater than that.” He has beautiful penmanship. Not this.

You heard testimony from three men who have worked in the trucking industry for a long time as salesmen. Their job is to sell trucks. Their goal is to get companies and municipalities and cities to buy their trucks. And they each noticed irregularities in this process.

Now keep in mind, ladies and gentlemen, these are people who don’t know about the \$13,000 payment, who don’t know about a lot of the other facts that you know about. All they knew about were the invitations to bid, the specs, and the voting on the bids. That was the extent of their knowledge. And based on just those facts, they observed things that were not normal, that were irregular, that seemed to them to be improper.

And some of them were so frustrated and dismayed by what they saw, they didn’t even bid in the second round. These are salesmen who make their livelihood selling trucks, and they didn’t even try to sell trucks in the second round. What does [2070] that tell you?

Another irregularity and other evidence of bid rigging is the communication between only one of the salesmen involved in the process, or one of the companies involved in the process, and James Snyder.

And we put into evidence these telephone summaries that show you -- this is the first round of bidding. We checked every phone number provided by all of these salesmen on the paperwork to the City, and these are the only numbers that were called.

In the first round, Stephen Buha. He was the only



salesman the Defendant had direct contact with. Why is the mayor of Portage talking and texting with a man who is in the process of and then submits a bid to the City to sell equipment? Why would that be happening? Why has the mayor injected himself into this process?

And this is the second round. Way more communication during the second round between the Defendant and both Robert and Stephen Buha. Again, why? You heard testimony that there was allegedly a consulting arrangement. Well, that arrangement, even if you believe it existed, didn't occur until January 10th, 2014. That's after this process ended. This is not consulting that's happening here. What are they talking about? Why are they talking? Why are they meeting?

We know they met because there's emails; there's Outlook [2071] invitations to meetings that were found by the Government's search warrant. Why are they having lunch the day before the bids are due?

Defendant called Bob Buha to testify, and you heard from him yesterday and today, but you didn't hear testimony or questions about that. Ask yourselves why not.

Taking you back to Truck 406, you heard testimony and evidence that the general terms of the specifications issued by the City state, "All equipment furnished shall be new, unused, and the same as the manufacturer's current production model."

Defense counsel tried to get up when cross-examining some witness and say, "Well, that's not really where the specs are. The specs are really on the following pages."

These are the general terms. And it says "shall" --

“shall be new, unused and the same as the manufacturer’s current production model.”

And you heard witness after witness say that this truck was not the same as the manufacturer’s current production model. It was a model 2012, and it was sold to the City at the same time as a new truck right off the assembly line, which was a model 2015. They are not the same.

You heard testimony and evidence about the EPA changing the emissions standards in between there.

You heard testimony and evidence that every year these trucks become more expensive. Why? Better and faster computer [2072] chips and other things are put into the trucks. They developed these trucks. They make improvements.

You know, in your mind, if you went to a dealership and said, “I want to buy a new car,” and they said, “Here’s this perfectly good 2018,” would you say, “Oh, yeah, that’s probably the same as the 2021”? Sure. Of course, it’s not. You wouldn’t want it. Why would the City want it?

Government’s Exhibit 167 shows that that truck was built in November of 2011. It was delivered to Great Lakes Peterbilt at that time, and it sat on their lot for two years. The Cummins engine passed 2010 emissions standards, not 2013 emissions standards.

Government’s Exhibit 87 is a document where Randy Reeder sends out two weeks before the Board of Works votes in the second round, he sends out this chart. And the chart has and compares every other bid in the first round to Great Lakes Peterbilt’s bid.

So two weeks before the Board has even voted, has

even decided they're going to go with Great Lakes Peterbilt, Randy Reeder has created a chart showing and comparing that particular bid to every other bid.

It's obvious from the testimony and evidence, and you can use your common sense, that they chose to prioritize the delivery date over every other spec that was written in the specifications for a reason. They did it because Great Lakes [2073] Peterbilt was one of the only companies that could meet that. Probably, they thought, the only company. Unbeknownst to them, Best had a Peterbilt 320 that happened to have already been manufactured and could meet that same deadline.

You heard testimony from Randy Reeder about the delivery, because both Charnetzky and Mr. Beck, when asked, said there was no rush. Yeah, it was time to buy some new trucks, and everybody was in favor of the automation. Government is not arguing automation was bad or trucks shouldn't have been purchased. Any one of these trucks would have been automated.

The point, ladies and gentlemen, is that they favored Great Lakes Peterbilt's trucks, and Randy Reeder told you why. He said the mayor has pressed that this should happen as soon as possible. The urgency came from the mayor.

That was one of the things -- and the mayor's knowledge about that 150 days -- that Mr. Reeder got on the stand in a previous hearing and tried to retract from his grand jury testimony. And why would he do that? Why would he retract something he already said under oath? He did it because the Defendant asked him to, just like everything else Randy Reeder does. Defendant asks him, and he does it.

And if you look at the two charts and comparing now Government's Exhibit 34 with Government's Exhibit 38, you can see that a lot of people who bid in the first round, including some of the salesmen that you heard from during the trial, [2074] decided not to even bid in the second round.

And what's so interesting if you compare the two rounds is that, in the first round, it was all about the delivery date. It was all about speed, how fast can we get it; right?

They prioritized delivery over price. They paid \$59,000 for a truck because it could be delivered -- \$59,000 more for three trucks, excuse me, that could be delivered within 150 days, which worked out to about \$560 a day for those trucks than they could have paid if price was the most important thing, for other trucks that just would have taken longer to manufacture.

And both Charnetzky and Beck told you there was no urgency. There was never a day that the City of Portage was not able to pick up all of the trash. They had enough working vehicles. They had even retrofitted tippers on the back of their rear-loaded refuse vehicles.

There was no urgency. The only urgency came from James Snyder. And Randy Reeder admitted that in the grand jury. He had said he never did find out from James Snyder what was the rush.

Yet, in the second round, they didn't prioritize delivery date over price, like they had in the first. In the second round, they prioritized price over delivery date; just the opposite.

There was one truck that was available 21 days after

being [2075] ordered, but they didn't order it. What happened to the urgency? All of a sudden, the urgency was gone and now what we care about now is the price. After paying \$60,000 extra in the first round, now we care about price.

And you heard that Randy Reeder created this chart and he wrote at the bottom, "All companies meet bid specs and lowest, responsive-bidder goes to lowest cost," but that wasn't true. Not all of the companies met the bid specs.

Both Link and Peterbilt were trying to sell a chassis to the City of Portage that was a model 2012. That didn't meet the specs. Under Indiana law, it should have been rejected. And it wasn't. Why wasn't it?

The only people who knew about the model 2012, Randy Reeder and the mayor. The only people at the Board of Works meeting who knew about the model 2012 stayed silent and didn't mention it.

Mayor Snyder voted in favor of awarding the contracts in both rounds to Great Lakes Peterbilt, and I suspect you might hear, ladies and gentlemen -- It was under law, he has to be on the Board of Works so that, you know, it was his duty to vote. There's nothing wrong with that. He could have recused himself. He could have said, "You know, I had all this contact with this company. It's probably not appropriate for me to vote on this particular contract." But he didn't do that. He voted, and he voted in favor of Great Lakes Peterbilt.

[2076] So let's talk now about the timing of the payment and the timing of the City's purchase of that truck.

Steve Buha and Bob Buha, the owners of Great Lakes Peterbilt, were in dire straits during this time. You heard a lot of testimony about, yes, in November of 2014 they sold their business and they got -- we got different numbers, but probably Mr. Buha knows best. He said around \$5 million net. So, yeah, they were sitting pretty in November of 2014.

But that was not the case in 2013.

You heard testimony, the very first witness who testified at trial, Mr. Peyton Harrell from Peterbilt Motor Company. And he told you Great Lakes Peterbilt was one of the most underperforming dealer groups in the Peterbilt dealer network, ranking 55 of 61 in 2013 and 53 of 61 in 2014. The dealership has shown a negative net profit three of the last six years.

He told you their credit rating had been lowered from a D to an E, that they had been put in SOT status. "SOT" means "sales out of trust," meaning they sold trucks; they sold trucks and didn't pay back their financier, PACCAR, despite getting the cash in their account, didn't turn that cash back over to PACCAR. They were sales out of trust.

He also told you that Steve and Bob Buha infused \$450,000 into the dealership. And I walked the agent through the bank records to show money comes out of Edward Jones, goes into the operating account, and goes into the payroll account and into [2077] the FET account and into the operating account -- Sorry. I misspoke. Went out of Edward Jones into Steve Buha's checking account, then went into the payroll account, the FET account and the Great Lakes Peterbilt operating account.

I suggest to you, ladies and gentlemen, you don't take money out of your personal retirement account unless

your business depends on it, unless you're literally going to lose your business and the only way to make payroll is to get that money out of your personal retirement account and use it to make payroll; and that's what happened.

And Brett Searle testified that the second time it happened, which was \$150,000 taken out of Stephen Buha's retirement account, he didn't get paid back before selling the dealership. He did get money, though; obviously, they were doing fine after they sold the dealership, shew. But during this time, they were in trouble.

They were past due \$76,000 the same month they wrote a check to James Snyder for \$13,000. What sense does that make? What sense? It makes no sense. Your business is failing, and you write a \$13,000 check for IT and health insurance consulting? So they claim. That makes absolutely no sense.

They wanted to sell this truck, Truck 406. They needed to sell this truck. They had \$45,000 invested in this truck. They had \$60,000 due on this truck. It came due on November 24<sup>th</sup>, 2013, just a month before the Board of Works [2078] voted to buy the truck. So they were overdue by a month on this curtailment, these curtailment payments, by the time they finally sold it.

If they didn't make those curtailment payments, PACCAR could have taken back the truck, and they would have lost their \$45,000 they had invested in that truck.

By selling the truck, they get back their 45,000, plus the additional 30,000 they made a payment on January 3<sup>rd</sup>, 2014. So they get back their \$75,000. They can use that money in their operating account. They were cash-poor. They were non-liquid. They had cash-flow problems.

They needed that money back.

We saw a text exchange between Steve Buha and James Snyder where James Snyder says, "I have a purchase order for you. You there today?" And we know that purchase order was delivered, because Randy Reeder testified he wrote it up. He gave it to James Snyder. We see James Snyder's signature on it. The purchase order is dated January 3<sup>rd</sup>, 2014. And we know that on that date the Buhas made a \$30,000 payment toward the truck.

Probably, they were saying, if we weren't going to be able to sell that truck, we might just have said goodbye to that \$45,000. But once they had a purchase order in hand, okay, we can make this \$30,000 payment, we'll use the purchase order to get an extension from PACCAR on the remaining \$30,000. That's exactly what happened.

[2079] You can see here in this memo from January of 2014, "Great Lakes Peterbilt has requested approval to postpone the final payment on one new 2012 Peterbilt vehicle identification number ending in 412, given the pending sale to the City of Portage, PO attached." Purchase order attached.

And you heard from Bob Buha himself today said: Yeah, it would be helpful to have that, right, because then they know you're good for the money; you're going to get the money from the City of Portage.

And what's interesting about this evidence, ladies and gentlemen, is that they did get a curtailment modification, and they were permitted until April 30<sup>th</sup> to pay for this truck. But as of May 1st, 2014, they still hadn't paid. They still had, and if you look at the very bottom of the current balance, call them, you'll see they still had a balance as of May 1st of \$30,237.



Do you remember Bob Buha, what he said today on the stand: Took a while to get paid. Like, it took longer than we would have liked. That was a frustration. I made a lot of phone calls.

They needed that money, ladies and gentlemen. They needed it.

And you heard some testimony about political donations that were made to the Defendant by the Buhas. This is a timeline to put those donations into context, okay? We have [2080] when Snyder takes office, and then we have the two different rounds of bidding for the truck contracts.

You can see that, in the beginning, in 2012, they gave \$2,000 to Snyder for his roundtable. They joined the roundtable. 2013, they gave \$2,000 for his trip to Austria. They donated that money to his PAC. But even more, they then wrote a check for \$5,000 to James Snyder for the golf outing.

Now, Brett Searle told you that James Snyder was the only political candidate that the Buhas were giving donations to directly that he can recall.

Bob Buha on the stand made it sound like, "Oh, yeah, you know, I make these donations. I don't know. I don't keep track of who we give the money to." They were giving it all to James Snyder, and they were doing that at a time that they were in deep trouble. Why would they do that?

Mr. Searle told you he likes to have backup when he writes a check. This is a good example. This is part of Government's Exhibit 20. This is when they made the check for the Austria trip. He kept in his file a copy of the

Austria letter. And then you have the printout, which is a copy of the check. He likes to have backup.

And there was something interesting about that \$5,000 payment. Government is not alleging there was anything illegal about that payment. However, it is very interesting, they agreed to be gold sponsors of a golf outing, which should get [2081] them recognition throughout the day, and a foursome, but then they decide we're not even going to show up. You can give away our tee spot, but we're going to be gold sponsors.

Who sponsors an event and then doesn't show up for the recognition? If you're sponsoring an event to get recognition in the community to prompt sales, you would think you would want to be there so the other members of the community that are participating in the event could see you there and you would get that recognition. There's something in it for them, too, when they give a political donation along these lines. But yet they didn't show up. They didn't come.

Instead, Steve Buha wrote a personal check to James Snyder, which was deposited into his account, and then reported on his campaign account as a \$5,000 donation from Steve Buha personally. But you heard testimony from Mr. Searle that he was reimbursed. Steve Buha was reimbursed for this donation. And I asked him: Well, why couldn't Great Lakes Peterbilt have just made the check out directly? He didn't know.

And then finally we saw this \$13,000 payment in January of 2014. So to put that in context, and regarding the timing, it is important to note that just two weeks after receiving the second of two contracts worth \$1.125 million, the Buhas cut that \$13,000 check to James Snyder.

Now I want to talk to you about the lack of documentation of work allegedly performed.

[2082] (Government's Exhibit 188 audio played.)

So let's review. In July of 2014, Steve Buha tells the FBI six different times: We have a contract. We have a written contract. In fact, I think we even ran it past a lawyer. You can't do that without a written contract; right? He's confident they have a written contract. That's what he tells the FBI. And guess what? There was no contract. He lied.

I submit to you, ladies and gentlemen, that it is not believable for Bob Buha to take that witness stand and tell you he did think we had a contract, but he wasn't sure and, you know, he couldn't remember. This is the mayor of Portage. If you entered into a contract with a public official who was the mayor, you would remember it. It's not something you forget. You either have the document or you don't, especially after the fact when the FBI comes knocking.

You heard testimony that there were two subpoenas issued by Government to try to obtain copies of this contract, and any other documentation, any other written documentation showing actual work performed -- letters, summaries, emails even, business cards, anything at all showing actual work performed. And when I say "business cards," I'm talking about with "SRC Consulting" on it. Because, as you heard, ladies and gentlemen, multiple witnesses were asked, "Did you ever have any letterhead with SRC Consulting? Anything else?" No. Why? [2083] It didn't exist.

There's no evidence in the record of the existence of SRC Consulting, except for the check for \$13,000. That is

the only evidence of its existence. That is in the record.

Now I want to talk to you about efforts to conceal.

(Audio of Government's Exhibit 150 played; and 150-A transcript displayed.)

That was the full discussion, the full discussion before the second round contract was awarded. Nobody mentioned. We know Randy Reeder was present. We know James Snyder was present. We can hear their voices. They didn't mention the age of the model 2012 truck to the other voting members.

And on the subject of concealment, I already mentioned about SRC Consulting, that the only place that that company appears on any piece of paper in the record is on this check.

We know that SRC Properties was registered with the Indiana Secretary of State. It was registered as a mortgage company. And James Snyder was the only signatory on its bank account. That is the account into which the \$13,000 check was deposited. This is Government's Exhibit 18.

And we know from Government's Exhibit 157 that the Secretary of State documentation shows James Snyder registered SRC Properties effective September of 2009, but that it was administratively dissolved on February 14th, 2013; almost a year before he got a check made out to SRC Consulting and [2084] deposited that check into SRC Properties' bank account.

(Government's Exhibit 190 audio played; and Government's Exhibit 190-A transcript displayed to the jury.)

And I'm going to stop it there. It gives you a long

explanation that basically tells you nothing about SRC -- what is it, why is it receiving this check made out to SRC Consulting?

That was an effort at concealment, ladies and gentlemen. To the extent that it was not smart to accept a bribe in the form of a check, I would submit to you that it was at least smarter that it wasn't made out to him. And you notice when you look at the back of the check, he didn't even endorse the check; he didn't sign his name on the check.

It was also an effort at concealment in the sense that I will talk about this in a second, that he didn't disclose it to the City of Portage as he was required under the ordinance that was shown to you by Nina Revas, the current clerk treasurer.

And the ordinance states that statements of economic interest must be filed for the preceding year no later than February 1<sup>st</sup> of each year, complete through February 1<sup>st</sup> of the preceding year, and that it must disclose the name of any person from which the official received any compensation to which, to the best of the filer's knowledge, does business with an agency during his or her term of office or employment with an agency, or is in the process of bidding for a contract with [2085] an agency during his or her term of office or employment with the agency.

James Snyder should have disclosed that payment to the City of Portage. And what's really interesting about it, is that he knew he was supposed to, because he says it to the FBI in the interview clips that you heard: Oh, yeah I'm supposed to do that, but not until next year, February.

February comes. And even though the FBI asked

him about the payment, he doesn't disclose it to the City.

It's not because he didn't know how to fill out the form, because, here, we have a copy of his 2014 form. This is Government's Exhibit 163. He knows about the form. He knows he's required to fill it out. He did fill it out for the preceding year, but he didn't fill one out in 2015 for the 2014 year.

And there's no question that Great Lakes Peterbilt was doing business with the City of Portage at the time. This is Government's Exhibit 2, was put into evidence by Lynn Reed, and it shows all of the different payments to Great Lakes Peterbilt during 2013 and 2014. They were doing business with the City of Portage.

And that brings me to the final category: Consciousness of guilt. "Consciousness of guilt" is a fancy way of saying "behavior that looks and smacks of guilt." If it looks like a duck and it talks like a duck and walks like a duck, it must be [2086] a duck. "Consciousness of guilt," ladies and gentlemen.

You heard that James Snyder told John Shepherd he was doing lobbying work for Great Lakes Peterbilt, lobbying regarding truck matters in Indianapolis.

And he told Randy Reeder he was doing phone and payroll consulting -- phone and payroll. Yet, he told the FBI a different story.

(Government's Exhibit 190 audio played; and Government's Exhibit 190-A transcript displayed to the jury.)

How do we know that James Snyder was not doing health insurance consulting? We know because he wasn't licensed to be a health insurance consultant. And Mr

Evans testified and walked you through the definition of a “consultant,” a person who, in exchange for money, holds themselves out to the public as being engaged in the business of offering, or for a fee, offers any advice, counsel, opinion, or service with respect to the benefits, advantages, or disadvantages promised under any policy of insurance that could be issued in Indiana.

James Snyder had never applied for a license, nor had he ever taken classes that one would need to take in order to become licensed in health insurance consulting.

There’s also evidence in the record-- this is Government’s Exhibit 51 --that shows that, when questions were asked relating to health insurance-- and this is as of November of 2014, 10 months after he supposedly was hired by the Buhas to [2087] be a health insurance consultant -- James Snyder is still referring questions about health insurance to actual health insurance consultants like Mark Miller.

And Lynn Reed put into evidence the financial statements from the City showing payments to Mark Miller. He was hired as a consultant.

You also heard testimony from two witnesses who addressed the Defendant’s lack of IT knowledge; Josh Pagel and Grant Andres; and they both testified based on their conversations with the Defendant. And you know, if you’re an expert and you know something about a specific area, you can tell by talking to another person who has that same interest exactly how much do they know. Do they know more than you? Do they know less?

And experts can tell pretty quickly where they’re talking to somebody who speaks their language; and both of these men said James Snyder did not have advanced-

level knowledge or even greater-than-the-average person's knowledge when it came to IT matters.

And, again, we have an exhibit, Government's Exhibit 70 that shows that James Snyder himself, his own business, was hiring an IT consultant. This is in October of 2013, just a few months before, supposedly, he's going to work as an IT consultant for Great Lakes Peterbilt. He's hiring, meaning paying out of his own pocket, IT consultants.

(Government's Exhibit 190 audio played; and Government's [2088] Exhibit 190-A transcript displayed.)

So why is that answer in a section of argument about consciousness of guilt? Because it's an obvious lie. It's an easily proven lie, and we have proven it to be a lie through the testimony and the evidence in this case.

Why would James Snyder tell the FBI: I have nothing to do with the bid process. Nothing at all. Nope, completely separate from me. I stay out of it on purpose?

Why would he do that? Because he knew how it looked. He got a payment from a company that had just gotten \$1.125 million in contracts from those bid processes. He wanted the FBI to believe he had nothing to do with it.

Well, they didn't take him at his word, ladies and gentlemen. That's their job. People give them information. They verify it. Not all the information turns out to be true. And that's true of witnesses. It's true of everybody; right? But that's their job. They have to investigate. And that's what they did. They investigated, and the investigation showed it wasn't true.

Other evidence of consciousness of guilt: James



Snyder directed Steve Charnetzky to fire John Beck because he was seen talking to the FBI at the Streets and Sanitation Department. Why wouldn't he want city employees to talk to the FBI? If there was nothing wrong with his relationship with the Buhars in accepting that \$13,000, so what, let him talk. Why would you [2089] tell somebody to fire another person just because they're talking to the FBI, unless you have something to hide?

And who else did he tell what to say or do in this case? He told Randy Reeder to retract his testimony in the grand jury. Retract. And you may remember Randy Reeder was on the stand, and we were talking about how in the grand jury he volunteered -- he had like an epiphany: I was a pawn; he used me like a pawn.

And then later Snyder told him retract that, and so he did.

Well, the Judge's instructions indicate to you that: When you hear evidence that before trial a witness made a statement that is inconsistent with their testimony here in court, you may consider the inconsistent statement made before the trial to help you decide how truthful and accurate the witness' testimony was here in court. If the earlier statement was made under oath, you can also consider the earlier statement as evidence of the truth of whatever the witness said in the earlier statement.

Randy Reeder is the definition of a "pawn." What can get more pawn-like than when you say you're a pawn and the person who is incriminated by that says "Take that back," you take it back? And that's what he did. He tried to take it back. But it's sworn testimony under oath, ladies and gentlemen.

THE COURT: I'm just giving you a head's up; you're

[2090] at about 55 right now.

MS. KOSTER: Thank you, Judge.

And then we saw the defense's star witness, Bob Buha, take the stand.

Bob Buha told you his account is that the consulting arrangement wasn't even conceived of until about a week to two weeks before they wrote the check, the \$13,000 check, to James Snyder.

And, ladies and gentlemen, I wish I had put the slide back in here, but remember what happened a week before that check was written? The text message: I have a purchase order for you. James Snyder to Steve Buha.

Then the handwritten purchase order by Randy Reeder, it gets delivered to Great Lakes Peterbilt just in time for them to seek a curtailment modification. They needed that purchase order. They needed it. He delivered it. They submitted it to PACCAR to get an extension on that \$30,000 payment.

James Snyder went to Great Lakes Peterbilt that day with that purchase order. Bob Buha's account proves he's guilty. He hands them a purchase order for the truck they're desperate to sell and says: I need money. I need money. I have tax problems. I've got these family things, the holidays. Whatever explanation he gives.

And Bob Buha says: Well, we're not going to pay you 15,000, but we'll pay you \$13,000 up front. Because somehow [2091] that math makes it seem reasonable to pay a public official \$13,000.

Keep in mind, the government proves its case if the defendant acted with intent to be influenced or rewarded -- or rewarded.

And you heard my colleague, Ankur Srivastava, ask Mr. Buha questions about: Well, why do you think he came to you that day?

He went to the company that just won \$1.125 million in bids and told them he needed money. He was asking for a reward.

And let's talk about Bob Buha.

We know he lied to law enforcement. He said it was his idea to hire James Snyder. Well, that's not true. It wasn't his idea at all. According to him, James Snyder showed up at his business and said: I need money.

And when he was confronted with that in the grand jury, he said: Well, that was a defense mechanism.

Why, Mr. Buha, did you make it seem -- When you were interviewed by law enforcement in July of 2014, why did you make it seem like that was a legitimate transaction, like you had actually received \$13,000 worth of work performed? Why?

He said: "Defense mechanism." His words, "Defense mechanism."

"Because you thought you might be in trouble; right?"

[2092] "Yes."

So James Snyder wasn't the only one with consciousness of guilt.

But Bob Buha lied to law enforcement to make it look like the transaction had been legitimate, just like Steve Buha did. We have a contract, six different times.

He also then failed to disclose that he had just met with the mayor when the FBI came in to interview him.

If you're a victim of a crime, if the mayor has shown up and asked you for money and you only paid him because he's the mayor, wouldn't you want to tell the FBI about that when they came to your business? Wouldn't you say, "I'm glad you guys are here, because you're never going to believe what's been happening. James Snyder came to us and asked us for money right after we won these contracts. We paid him, you know, because he's the mayor." But they didn't do that. He didn't do that.

What else was unbelievable about Bob Buha's testimony? He said he was angry. Do you remember at the beginning of the direct: I'm angry about the press coverage and the way -- the things people have been saying about what happened. I'm angry about it.

Well, if you're angry about the press coverage and you're concerned about the press coverage, you would remember the facts related to the press coverage; right? You would remember [2093] the days you had meetings, what you talked about. You would remember the services rendered. You would be able to recite. It's your reputation.

These men are still businessmen in the community. They've lived in this community their entire lives. Their reputation is at stake. And he comes in and says: I can't really remember. I don't know. I can't remember if I said that, and if the record says I said it, then I said it.

Really? You're angry and you can't remember anything? Doesn't that strike you as odd, as unbelievable?

He says: Well, no, no. Not a loan. But we'll just hand him the money.

Explain that to me. At least with a loan you might get

some payment back; right? Why not a loan? Why not a loan? No way. But, yeah, we'll hand him a check for \$13,000 in advance without a contract and with no, you know, really understanding of what work is going to be performed. That's fine. But loan, no. What sense does that make?

He admitted Snyder was a man of influence, he called him. A man of influence. And that is consistent with what Brett Searle told you. That Bob Buha told him when he was writing the \$13,000 check and he asked for backup and none was provided, Brett Searle said that Bob Buha said: He's the mayor. He's got a lot of contacts. He's got a lot of contacts, that mayor. I want the inside track.

[2094] Man of influence.

And, yet, today Bob Buha denied ever saying that.

We have met our burden. We have proven that James Snyder is guilty of accepting a bribe, accepting the \$13,000 with intent to be influenced or rewarded in connection with contracts of the City of Portage. He violated the public's trust. He took an oath to serve the people of Portage. And, instead, he put his own financial interests ahead of those people.

We have proven James Snyder guilty beyond a reasonable doubt; and for that reason, we ask that you find him guilty.

Thank you.

THE COURT: Okay. We're going to take about a 10-minute break before we proceed with the rest of the closing arguments.

(Jury out at 2:37 p.m.)

THE COURT: Okay. So you went one minute over, so you're just short of 30 minutes

MS. KOSTER: Got it.

THE COURT: So 10 minutes.

(Recess taken at 2:38 p.m.)

(Proceedings resumed in open court at 2:48 p.m.)

(Jury not present.)

THE COURT: Okay. You could you see the first 12 were the regulars. Send them out to deliberate. Keep the last [2095] two behind. Tell them, "You're the alternates. We don't need you at this point. You're excused." Anybody have a problem with that?

MS. KOSTER: No. But do you also say like, "Still don't talk about it or anything in the case"?

THE COURT: Well, that's the question, really. So in most situations, I would say "excused" or "released from your obligations." If you want me to do something other than that, tell me.

MS. KOSTER: I think it would be good to tell them, "Until you learn that there's been a verdict" –

THE COURT: Then we're telling them to violate the instructions.

MR. SRIVASTAVA: Judge, I was going to add to that. Maybe we can tell them not to look at any news reports or talk about the case until the Court reached out to them.

THE COURT: Do we have a way of calling --

COURTROOM DEPUTY: I usually will call the alternates after --

THE COURT: Then that's what we'll do. I'll go with that. That's fine.

MS. KOSTER: Thank you. Just in case. You never know.

THE COURT: Yeah. Okay. We can get the jury back.

Then as far as this afternoon is concerned, I'm going to [2096] tell them that they can start deliberating this afternoon or they can come back tomorrow, and they just need to let us know within 10 minutes or so and pass down a note and we'll hear from them.

(Jury in at 2:49 p.m.)

THE COURT: Everybody can have a seat.

And, next, you'll hear the closing argument on behalf of the Defendant by Mr. Bennett.

Mr. Bennett, you can proceed.

MR. BENNETT: Thank you.

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[2144]

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**REBUTTAL ARGUMENT BY THE GOVERNMENT**

MS. KOSTER: Thank you, Judge. Ladies and gentlemen, I'm going to try to make this quick. I want to address the arguments that you just heard from Mr. Bennett, but I also want to echo his thanks to you for your time and attention throughout this trial. You've been amazing, and thank you for that.

Regarding who would accept a bank check as a bribe, I'll tell you who. A desperate man. Who would write a

bank check as a bribe? A desperate company who wants to write off that bribe for tax purposes.

We have to prove James Snyder committed a crime. We don't have to prove he's a criminal mastermind. And, clearly, he's not, because he couldn't even keep his story straight, ladies [2145] and gentlemen.

You heard -- He told one story to Randy Reeder, someone in payroll consulting. He told a different story to Mr. John Shepherd, lobbying regarding trucks in Indianapolis. And then he told a third story to the FBI, health insurance and IT consulting. You know, the problem with lies is, you have to keep them straight.

And that's reminiscent of the testimony of two particular witnesses that I want to point out: Randy Reeder and Bob Buha. Two witnesses who were kind of afraid to answer questions, and when confronted with leading questions about things they had said and done in the past, well, what does the records show? What does the record say I said? I mean, if that's what the record says I said, then that's true.

If it happens, if it's true, you remember it. You don't need somebody to read it back to you, show you on a screen what you said before.

You heard some argument that because the current mayor of Portage has chosen Randy Reeder as her superintendent over Steve Charnetzky, that somehow that makes Randy Reeder qualified for his job nine years ago.

Ladies and gentlemen, you met Randy Reeder. You saw him face-to-face. You heard him. You've got a feeling for Randy Reeder. And I think you know that the current



mayor's decision to hire Randy Reeder over Steve Charnetzky speaks more about [2146] her than it does him.

Fair enough, James Snyder doesn't have to be the world's foremost IT expert in order to charge somebody for IT consulting. That's fair. We're not saying that he had to be the world's foremost expert, but there's no evidence whatsoever of actual work performed. That's what we're saying. None.

You heard from Brett Searle, Scott McIntyre, who refused to meet with the Government in advance of trial, but got on the witness stand and told you they had no knowledge of James Snyder being hired by Great Lakes Peterbilt to perform consulting. They hadn't heard of it. No meetings. They weren't told, "If your computer breaks down, call the mayor." There's no evidence of any actual work performed. What that is, ladies and gentlemen, all of these explanations, are just explanations after the fact to justify a payment that has no legal justification.

Nor did the Defendant's own witnesses establish that he performed consulting work. Bob Buha referenced: Oh, we had some conversations about insurance, sure, Affordable Care Act; I don't remember that, but whatever.

That's not evidence of consulting work performed, ladies and gentlemen, and -- Now is time, Jay.

The Defendant's own answers to FBI show you he didn't perform -- he doesn't even know.

Look at the largest answer in the bunch there. He says: [2147] Um, I don't know what they ended up doing.

I don't know if they ended up sticking with their union health insurance, if they ended up going to, um, if ended going to -- they were working on trying to get HSAs or they were thinking about going to Obamacare model. They were working on all three of those things. And he doesn't even know.

When you're a paid consultant and offer valuable advice, you know whether or not the company you offered it to accepted it. And there's no testimony or evidence of any valuable advice, offered, given, accepted, relied upon. None.

The grapple truck bids -- yes, Great Lakes Peterbilt lost the grapple truck bids right after paying the mayor \$13,000. That had to hurt. No doubt about it. But guess what? James Snyder isn't charged with a bribe in connection with the grapple truck bids.

It's like saying, if you're charged with a tax evasion, "But I paid my taxes last year." Well, you know, that's great. I'm glad you didn't take a bribe on that bid as well, but that's not the charge. The charge is these bids. That's the charge. That's what you're here to decide, not the grapple truck bids.

No attempt by defense counsel to explain the Defendant's different accounts to different witnesses of the type of consulting that he performed. No attempt to explain asking Randy Reeder to retract his grand jury testimony that was [2148] damaging to Defendant.

No attempt to address the Defendant's nervousness or insistence that Bob Buha drive to his house the day he was interviewed by the FBI and have an in-person conversation in the car, driving around the neighborhood about the questions the FBI had asked.

They did give you an explanation, but not a plausible explanation, for why James Snyder didn't fill out the statement of public -- of economic interest. Mr. Bennett tells you, well, the public was on notice as of that time. No, no. The public was on notice that FBI was investigating these allegations.

Filing the statement of economic interest and informing the City that you did receive a payment from Great Lakes Peterbilt of \$13,000 in January, 2014, just after they won \$1.125 million in contracts, that would have confirmed he accepted a bribe, and that's why he didn't file it. He didn't want the public to know.

Breach of contract argument and how it's -- that's not evidence of a bribe, ladies and gentlemen, when the Defendant -- whether or not the Defendant performed actual work matters, because it illustrates his intent when he asked for the money, allegedly.

If you believe Bob Buha's account, he says: He showed up; he asked us for money.

[2149] And whether or not he actually performed work shows whether he was seeking a reward. If you're seeking a reward, you're not worried about actually performing; right?

That's what James Snyder was doing. If you believe Bob Buha's account, that's what he was doing. He hands them a purchase order -- and I beg to differ with Defense counsel --there is evidence, direct evidence, that it occurred on the 3<sup>rd</sup> of January, because Bob Buha said he showed up at our business and asked us for money. It was about a week before we wrote the check. It was after Christmas. He said he needed money from the holidays. It was January 3<sup>rd</sup>.

We know they met. We saw the text message between him and Steve, which was verified with the phone records. We know they met. We know the purchase order was prepared on that day. We know that Great Lakes Peterbilt submitted that purchase order to get a curtailment modification on way overdue \$60,000 of curtailment payments on the truck that they sold to Great Lakes Peterbilt. We know it happened on that day.

And showing up and saying: Here's this purchase order that you desperately need in order to get your curtailment modification, and by the way, I need money.

That's not evidence of a bribe or reward? That's exactly what that is.

Use your common sense, ladies and gentlemen, and the Judge's instructions invite you to do that. Use your common [2150] sense. How many people do you know ask for a job by saying, "I need money"? How many poor people receive payment for a year's worth of work up front and then get to keep that check, even though they don't perform the work? That's not the hallmark of a poor person. That's the hallmark of a corrupt politician, ladies and gentlemen.

Don't feel sorry for James Snyder because he was going through a financial difficulty. Be repulsed by how he dealt with the situation. He used his public office, an office that he took an oath. He took an oath to serve the people of Portage. And when times got tough, he doesn't go out and work at McDonald's like a regular, everyday person would do, get a second job and work hard for a living. He showed up to a business he had just done a favor for and said: I need money.

How many poor people do you know who can do that?

He's a corrupt politician, and we ask you to find him  
guilty, because he is guilty. Thank you.

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