

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)	
)	Case No. 15 CR 243
v.)	
)	Judge Elaine E. Bucklo
ROBERT ALLEGRA)	

**GOVERNMENT'S SECOND MOTION
TO REVOKE DEFENDANT'S BOND AND FORFEIT BOND**

The United States of America, by its attorney, Joel R. Levin, Acting United States Attorney for the Northern District of Illinois, respectfully submits this second motion to the Court to revoke defendant ROBERT ALLEGRA's bond as well as to forfeit the bond posted by ALLEGRA, in light of his failure to comply with the conditions of release.

I. INTRODUCTION

On April 29, 2015, ALLEGRA was charged by indictment with attempted possession with intent to distribute five kilograms or more of cocaine, in violation of 21 U.S.C. § 846. *See* R. 1. That charge stemmed from ALLEGRA's attempt to transport by private plane approximately 100 pounds of cocaine concealed in suitcases in exchange for \$180,000 cash to be paid by a person who, unbeknownst to ALLEGRA, was cooperating with law enforcement.

On May 7, 2015, ALLEGRA and his attorney appeared in federal court for an initial appearance and arraignment before Magistrate Judge Geraldine Soat Brown. The court ordered ALLEGRA's pretrial release on a \$250,000 bond secured by his

residence in Hinsdale, Illinois (the “Hinsdale Residence”), subject to a number of conditions.

A. Defendant’s First Bond Violation

On May 31, 2015, ALLEGRA was driving his Mercedes Benz vehicle 15 miles per hour above the posted speed limit in the area of his residence in Hinsdale, Illinois, leading to traffic stop by a local police officer. During the traffic stop, ALLEGRA falsely identified himself to the police officer as a Glades County Florida Sheriff’s Deputy. ALLEGRA displayed to the police officer a Glades County Florida Sheriff’s Deputy badge and ID card. The Hinsdale police officer subsequently made an inquiry with the Glades County Florida Sheriff’s Office, learning that ALLEGRA had received from the Sheriff a “Special Deputy” badge due to ALLEGRA’s friendship with the Sheriff and for making financial contributions to the department. ALLEGRA, however, was not a sworn law enforcement officer, did not have arrest powers, and was not authorized to carry a weapon by the Sheriff’s Department.¹

Despite the condition of ALLEGRA’s pretrial release requiring him to “report as soon as possible, to the pretrial services office or supervising officer, every contact with law enforcement personnel, including arrests, questioning, or traffic stops,” ALLEGRA failed to timely report the traffic stop to his Pretrial Services Officer.

¹ The government obtained from the Hinsdale Police Department a copy of the police reporting from the traffic stop, as well as the dash-cam video of the traffic stop. Copies of these materials are being tendered to the Pretrial Services Office and defendant.

ALLEGRA then appeared before this Court, was admonished to maintain compliance with his conditions of release, and was ordered to turn over the police badge he had.

B. Defendant's Second Bond Violation

When ALLEGRA was released on pretrial release, his wife, Lisa Allegra, agreed to be ALLEGRA's third-party custodian. Defendant and she further agreed to post the Hinsdale Residence as security for defendant's pretrial release. As part of this process, Lisa Allegra entered into a forfeiture agreement with the government, which she signed and which was notarized, in which Lisa Allegra agreed that she "will take no action which could ... diminish her interest therein, including *any* effort to *sell* or convey the property without leave of Court." R. 12 at ¶12. Lisa Allegra further acknowledged in the forfeiture agreement that she "understands and agrees that failure to comply with any term or condition of this Forfeiture Agreement will constitute grounds for the United States of America to request that the bond posted for the release of defendant be revoked." *Id.* at ¶15.

According to publicly available real estate databases, on or about March 20, 2017, defendant and his wife listed the Hinsdale Residence for sale at a price of \$2,549,000. *See* <https://www.redfin.com/IL/Hinsdale/431-E-9th-St-60521/home/18019742> (last visited July 17, 2017). Since then, defendant and his wife have demonstrated a significant motivation to rid themselves of the Hinsdale Residence, twice dropping the listed price, where it now sits at \$2,399,000. *See id.* As of June 9, 2017, the Hinsdale Residence is contingent, meaning defendant and his wife have agreed terms in a real estate purchase contract. *See id.* The government is

not aware of any order by the Court granting Lisa Allegra leave to take steps to convey or sell this property.

II. DUE TO ALLEGRA’S SECOND BOND VIOLATION, HIS BOND SHOULD BE REVOKED, HIS PROPERTY FORFEITED, AND DEFENDANT NOT ALLOWED TO SELF-SURRENDER.

A. Applicable Legal Standard

Under 18 U.S.C. § 3148, a defendant released on bond who subsequently violates the conditions of his release “is subject to a revocation of release, an order of detention, and a prosecution for contempt of court.” 18 U.S.C. § 3148(a). Section 3148 provides that the government may initiate revocation proceedings by “filing a motion with the district court.” *Id.* § 3148(b).

Under Federal Rule of Criminal Procedure 46, that “[t]he court *must* declare the bail forfeited if a condition of the bond is breached.” FED. R. CRIM. P. 46(f)(1). Thus, upon the breach of a condition, the court has no discretion in determining if the bond shall be subject to forfeit, but rather must grant the government’s motion. *United States v. Foster*, 417 F.2d 1254, 1256-1257 (7th Cir. 1969); *see also United States v. Davis*, 202 F.2d 621, 624–625, (7th Cir. 1953). The court does, however, have the power to set aside, in whole or in part, the bail forfeiture if a surety “later surrenders into custody the person released on the surety’s appearance bond” or “it appears that justice does not require bail forfeiture.” *Id.* 46(f)(2). The court has wide discretion when asked to set aside bond forfeiture. *See United States v. Nguyen*, 279 F.3d 1112, 1115 (9th Cir. 2002). There are a number of factors the court may consider when reviewing a request to waive bond forfeiture: “(1) the willfulness of the defendant’s breach of conditions; (2) the participation of the sureties in apprehending the

defendant; (3) the cost, inconvenience, and prejudice suffered by the government as a result of the defendant's breach; and (4) any explanation or mitigating factors presented by the defendant.” *United States v. Gutierrez*, 771 F.2d 1001, 1003 (7th Cir. 1985) (internal quotations omitted).

B. Analysis

ALLEGRA and his wife’s violations of the conditions of his pretrial release are egregious, particularly when viewed against ALLEGRA’s prior bond violation. The terms of the forfeiture agreement, signed by Lisa Allegra, clearly bar her from seeking to sell the Hinsdale Residence without leave of the Court. She has flouted this portion of the agreement—putting her in breach of the agreement, and demonstrating that she is not a suitable third-party custodian for her own husband. These efforts have never been reported to the Court and no leave has been sought by ALLEGRA and his wife; instead, ALLEGRA and his wife have continued along with their efforts and are now in the final stages of attempting to sell the property.

ALLEGRA’s breach of the conditions of his release require, and Lisa Allegra’s clear violation of the forfeiture agreement should bely any claim by the two that they are able to demonstrate the exceptional circumstances necessary to avoid bond forfeiture.

Moreover, this Court should require defendant to be taken into the custody of the U.S. Marshal Service. As the Court is well aware, the statutory requirement of 18 U.S.C. § 3143 have not been satisfied by ALLEGRA.

III. CONCLUSION

In light of the foregoing, the government respectfully requests that the Court revoke defendant ROBERT ALLEGRA's bond, and order that his bond be forfeited.

Respectfully submitted,

JOEL R. LEVIN
Acting United States Attorney

By: s/ Patrick M. Otlewski
PATRICK M. OTLEWSKI
Assistant U.S. Attorney
219 South Dearborn, Room 500
Chicago, IL 60604
(312) 353-5300

Dated: July 17, 2017

Certificate of Service

The undersigned Assistant United States Attorney hereby certifies that this document was served on July 17, 2017, in accordance with Fed. R. Crim. P. 49, Fed. R. Civ. P. 5, LR 5.5, and the General Order on Electronic Case Filing (“ECF”) pursuant to the district court’s system as to ECF filers.

s/ Patrick Otlewski
PATRICK M. OTLEWSKI
Assistant United States Attorney