

RETURN DATE:
October 20, 2026

STATE OF CONNECTICUT	:	SUPERIOR COURT
Ex rel. William Tong, Attorney General,	:	
	:	
<i>Plaintiff,</i>	:	JUDICIAL DISTRICT OF HARTFORD
	:	AT HARTFORD
V.	:	
	:	
KONSTANTINOS DIAMANTIS,	:	
	:	
<i>Defendant.</i>	:	September 30, 2026

VERIFIED COMPLAINT

1. This is an action under Conn. Gen. Stat. § 1-110 et seq. seeking the revocation or reduction of the pension of a public official and/or state employee who has been convicted of a crime related to state or municipal office. In particular, this complaint seeks the revocation or reduction of the pension of the Defendant, Konstantinos (a/k/a "Kosta") DIAMANTIS, formerly an employee and appointed official of the State of Connecticut's executive branch and formerly an elected State Representative in the Connecticut General Assembly, for the reasons pleaded below.

I. THE PARTIES

2. The Plaintiff is the State of Connecticut, acting on the relation of William Tong, Attorney General of the State of Connecticut.

3. The Attorney General is expressly authorized by Conn. Gen. Stat. § 1-110a (a) to bring actions such as this against public officials and state or municipal employees who are convicted of or who plead guilty or nolo contendere to any crime related to state or municipal office.

4. The Defendant is Konstantinos DIAMANTIS, whose birth year is 1956 ("DIAMANTIS").

5. DIAMANTIS is, or was at relevant times, a resident of Farmington, Connecticut. DIAMANTIS was an attorney admitted to practice law in Connecticut from his June 1988 bar admission until his resignation in March 2026.

II. CAUSE OF ACTION: REVOCATION OR REDUCTION OF PENSION

6. From 1993 until 2005, DIAMANTIS was an elected public official. Specifically, DIAMANTIS was an elected State Representative in the Connecticut General Assembly representing the 79th District, which covers a portion of Bristol, Connecticut.

7. From at least 2015 through October 2021, DIAMANTIS was an employee of the State of Connecticut's executive branch.

8. Specifically, DIAMANTIS, from at least May 2015 through October 2021, was the director of the State of Connecticut's Office of School Construction Grants and Review ("OSCGR"). OSCGR was responsible for administering grants for all Connecticut public school construction projects seeking state funding. OSCGR was located within the Department of Administrative Services from at least May 2015 through October 2019.

9. From November 2019 through October 2021, DIAMANTIS was appointed to be and was Deputy Secretary of the State of Connecticut's Office of Policy and Management ("OPM"), the state agency responsible for policy, planning, budgeting, and management of state government. DIAMANTIS continued as the OSCGR director while he was appointed as Deputy Secretary of OPM. In November 2019, OSCGR was relocated to OPM.

10. On October 22, 2025, DIAMANTIS was found guilty by a jury of the following crimes, among others: two counts of bribery in violation of 18 U.S.C. § 666(a)(1)(B), two counts of extortion in violation of 18 U.S.C. § 1951, and four counts of conspiracy in violation of

18 U.S.C. §§ 371 and 1951.¹ Those jury verdicts are reflected in the following case on file in the United States District Court for the District of Connecticut: *United States of America v. Diamantis*, No. 3:24-cr-108.

11. The October 22, 2025 jury verdicts were findings that:

- a. DIAMANTIS, in his capacity as an official of the State of Connecticut, used his position for private gain by demanding and receiving corrupt payments and benefits from construction contractors and others;
- b. DIAMANTIS obtained those corrupt payments and benefits both through threats of economic harm and in exchange for official acts on public school construction projects funded by the State; and
- c. DIAMANTIS conspired with others to commit these offenses over a three-year period from 2018 to 2021.

12. Ahead of sentencing, the parties filed memoranda regarding their respective views of the appropriate sentence for DIAMANTIS. The government argued DIAMANTIS was deserving of sentence within the advisory Guidelines range of 121 to 151 months of imprisonment. DIAMANTIS, by counsel, argued for a non-custodial sentence with rigorous conditions of supervision.

13. On September 17, 2026, DIAMANTIS was voluntarily absent from his scheduled sentencing hearing. DIAMANTIS's attorney confirmed in open court that DIAMANTIS had fled the country ahead of sentencing. The District Court issued a warrant for DIAMANTIS's arrest and continued the sentencing hearing to September 30, 2026.

¹ The jury also found DIAMANTIS guilty of twelve counts of making false statements, and he has been convicted of those offenses also.

14. DIAMANTIS has been convicted of the felonies of bribery (two counts), extortion (two counts), and conspiracy (four counts). On September 30, 2026, the District Court sentenced DIAMANTIS, in absentia, to a term of incarceration. Upon information and belief, DIAMANTIS is in Greece and remains an international fugitive.

15. DIAMANTIS's convictions for bribery, extortion, and conspiracy are convictions for crimes related to state or municipal office, as defined by Conn. Gen. Stat. § 1-110 (3), in that those convictions are for:

(C) Bribery in connection with service as a public official or state or municipal employee; or

(D) The committing of any felony by such person who, wilfully and with the intent to defraud, realizes or obtains, or attempts to realize or obtain, a profit, gain or advantage for himself or herself or for some other person, through the use or attempted use of the power, rights, privileges or duties of his or her position as a public official or state or municipal employee.

Conn. Gen. Stat. § 1-110 (3).

16. All of DIAMANTIS's years in the legislative and executive branches of state government were in positions for which a pension was provided.

17. After DIAMANTIS's separation from state service, he began collecting pension payments. DIAMANTIS's pension payments are administered by the Connecticut Office of State Comptroller. Sean Scanlon is the elected State Comptroller.

18. DIAMANTIS was a public official and a state employee who has been convicted of crimes related to state or municipal office. Pursuant to Conn. Gen. Stat. § 1-110a (a), this Court should "revoke or reduce the pension of any kind to which such public official or state ... employee is otherwise entitled under the general statutes for service as a public official or a state ... employee."

III. VERIFICATION

I swear or affirm that the foregoing representations of fact are true and correct.

Dated at Hartford, Connecticut on September 30, 2026.

SIGNED



Eric P. Babbs

Subscribed and sworn to before me at Hartford, Connecticut this 30th day of September, 2026.



Commissioner of the Superior Court

IV. DEMAND FOR RELIEF

WHEREFORE, pursuant to Conn. Gen. Stat. § 1-110a (a), the State of Connecticut, acting on the relation of William Tong, Attorney General of the State of Connecticut, respectfully requests that this Court:

1. Revoke and/or reduce any pension to which DIAMANTIS is otherwise entitled on account of his service as a public official and a state employee; and
2. Grant such other relief as is just and equitable to effectuate the purposes of this action.

Done at Hartford, Connecticut this 30th day of September, 2026.

WILLIAM TONG
ATTORNEY GENERAL

By:



Eric P. Babbs
(Juris # 443935)
Christine M. Miller
(Juris # 440486)
Assistant Attorneys General
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Hartford, CT 06106
Tel: (860) 808-5040
Fax: (860) 808-5391
Email: Eric.Babbs@ct.gov
Christine.Miller@ct.gov

No. _____

STATE OF CONNECTICUT
Ex rel. William Tong, Attorney General,

Plaintiff,

V.

KONSTANTINOS DIAMANTIS,

Defendant.

: SUPERIOR COURT
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: JUDICIAL DISTRICT OF HARTFORD
: AT HARTFORD
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: September 30, 2026

State of Connecticut's Motion for Temporary Injunction

Plaintiff, the State of Connecticut, pursuant to Conn. Gen. Stat. § 52-471 *et seq.*, and Practice Book § 4-5, respectfully requests that the Court issue an order enjoining the Defendant, Konstantinos Diamantis (a/k/a "Kosta") ("DIAMANTIS") from collecting any pension payments administered by the Connecticut Office of the State Comptroller while this action—which seeks the revocation or reduction of DIAMANTIS's state pension for the reasons pleaded in the Complaint—is pending.

I. Introduction

DIAMANTIS, a former deputy secretary of the state's budget agency, fled the country ahead of his sentencing for bribery and extortion convictions. These convictions are for precisely the public corruption offenses that trigger Connecticut's pension revocation or reduction law for public officials and employees who have been convicted of crimes related to their office. Conn. Gen. Stat. § 1-110 *et seq.* (the "Act"). This motion seeks a temporary injunction to enjoin DIAMANTIS from collecting his pension payments. This temporary injunction also would require the Office of State Comptroller to hold onto DIAMANTIS's pension payments while this action for pension revocation or reduction is pending. In this extraordinary circumstance of a former state official who is subject to the

Oral Argument Requested
Testimony Not Required

Act choosing to defy a federal court and flee the arms of justice, the Court should step in to prevent the irreparable harm that would occur if DIAMANTIS were to use his state pension to bankroll life as a fugitive.

The Attorney General is likely to prevail on the legal merits of this action to revoke or reduce DIAMANTIS's pension when all is said and done, but the prospective relief the Act affords does not let the State claw back pension payments already made. This circumstance leaves the State without a remedy at law if DIAMANTIS were left to collect pension payments in the ordinary course while this action proceeds. At the very least, DIAMANTIS should be enjoined from collecting these payments, and these payments should be held onto by the Office of State Comptroller, as long as DIAMANTIS remains a fugitive.

This motion is supported by the following attached exhibits: Proposed Order (Exhibit 1); Jury Verdicts (Exhibit 2); Government's Sentencing Memo (Exhibit 3); Defense Sentencing Memo (Exhibit 4); *Diamantis v. Scanlon et al.* Civil Complaint (Exhibit 5). In all other respects, the facts are drawn from the Verified Complaint in this case ("Compl.").

II. Background

DIAMANTIS, whose birth year is 1956, is or was at relevant times a resident of Farmington, Connecticut. (Compl. ¶¶ 4-5). DIAMANTIS was an attorney admitted to practice law in Connecticut from his June 1988 bar admission until his resignation in March 2026. (¶ 5).

No. _____

STATE OF CONNECTICUT
Ex rel. William Tong, Attorney General,

Plaintiff,

V.

KONSTANTINOS DIAMANTIS,

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The Attorney General is likely to prevail on the legal merits of this action to revoke or reduce DIAMANTIS's pension when all is said and done, but the prospective relief the Act affords does not let the State claw back pension payments already made. This circumstance leaves the State without a remedy at law if DIAMANTIS were left to collect pension payments in the ordinary course while this action proceeds. At the very least, DIAMANTIS should be enjoined from collecting these payments, and these payments should be held onto by the Office of State Comptroller, as long as DIAMANTIS remains a fugitive.

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From at least 2015 through October 2021, DIAMANTIS was an employee of the State of Connecticut's executive branch. (¶ 7). Specifically, DIAMANTIS, from at least May 2015 through October 2021, was the director of the State's Office of School Construction Grants and Review ("OSCGR"). (¶ 8). OSCGR was responsible for administering grants for all Connecticut public school construction projects seeking state funding. (¶ 8). From November 2019 through October 2021, DIAMANTIS was appointed to be and was Deputy Secretary of the State of Connecticut's Office of Policy and Management ("OPM"), the state agency responsible for policy, planning, budgeting, and management of state government. (¶ 9). DIAMANTIS continued as the OSCGR director while he was appointed as Deputy Secretary of OPM. (¶ 9).

All of DIAMANTIS's years in the legislative and executive branches of State government were in positions for which a pension was provided. (¶ 16). After DIAMANTIS's separation from state service, he began collecting pension payments. (¶ 17). DIAMANTIS's pension payments are administered by the Connecticut Office of State Comptroller. Sean Scanlon is the elected State Comptroller. (¶ 17).

On October 22, 2025, DIAMANTIS was found guilty by a jury of the following crimes, among others: two counts of bribery in violation of 18 U.S.C. § 666(a)(1)(B), two counts of extortion in violation of 18 U.S.C. § 1951, and four counts of conspiracy in violation of 18 U.S.C. §§ 371 and 1951. (¶ 10; Exhibit 2). Those jury verdicts are reflected in the

following case on file in the United States District Court for the District of Connecticut: *United States of America v. Diamantis*, No. 3:24-cr-108. (¶ 10).

The October 22, 2025 jury verdicts were findings that:

- DIAMANTIS, in his capacity as an official of the State of Connecticut, used his position for private gain by demanding and receiving corrupt payments and benefits from construction contractors and others;
- DIAMANTIS obtained those corrupt payments and benefits both through threats of economic harm and in exchange for official acts on public school construction projects funded by the State; and
- DIAMANTIS conspired with others to commit these offenses over a three-year period from 2018 to 2021.

(¶ 11).

Ahead of sentencing, the parties filed memoranda regarding their respective views of the appropriate sentence for DIAMANTIS. (¶ 12). The government argued DIAMANTIS was deserving of sentence within the advisory Federal Sentencing Guidelines range of 121 to 151 months of imprisonment. (¶ 12; Exhibit 3). DIAMANTIS, by counsel, argued for a non-custodial sentence with rigorous conditions of supervision. (¶ 12; Exhibit 4).

DIAMANTIS, though, was not content to be incarcerated or supervised. On September 17, 2026, DIAMANTIS was voluntarily absent from his scheduled sentencing hearing. (¶ 13). DIAMANTIS's attorney confirmed in open court that DIAMANTIS had fled the country ahead of sentencing. (¶ 13). The District Court issued a warrant for DIAMANTIS's arrest and continued the sentencing hearing to September 30, 2026. (¶ 13).

DIAMANTIS has been convicted of the felonies of bribery (two counts), extortion (two counts), and conspiracy (four counts). On September 30, 2026, the District Court sentenced DIAMANTIS, in absentia, to a term of incarceration. (¶ 14). Upon information and belief, DIAMANTIS is in Greece and remains an international fugitive. (¶ 14).

DIAMANTIS was a public official and a state employee who has been convicted of crimes related to state or municipal office. (¶ 15). The Attorney General must “apply to the Superior Court for an order to revoke or reduce the pension of any kind” to which a person who has been convicted of a crime related to state or municipal office “is otherwise entitled under the general statutes for service as a public official or a state ... employee.” Conn. Gen. Stat. § 1-110a (a).

III. Argument

A. Legal standard for temporary injunction

“[A] court may, in its discretion, exercise its equitable power to order a temporary injunction pending final determination of the order, upon a proper showing by the movant that if the injunction is not granted [he or] she will suffer irreparable harm for which there is no adequate remedy at law.” *Moore v. Ganim*, 233 Conn. 557, 569 n.25, 660 A.2d 742 (1995). A party seeking injunctive relief must demonstrate that: (1) it has no adequate remedy at law; (2) it will suffer irreparable harm without an injunction; (3) it will likely prevail on the merits; and (4) the balance of equities tips in its favor. *Waterbury Teachers Assn. v. Freedom of Information Commission*, 230 Conn. 441, 446, 645 A.2d 978 (1994). “The court must also consider the harm to the respective parties and to any public interests that may be affected by the entry [of] or failure to enter injunctive relief.” *Musto*

v. Opticare Eye Health Ctrs., X02-CV99-00155663-S, 2000 Conn. Super. LEXIS 2298, *7 (Aug. 9, 2000).

The temporary injunction the State seeks would enjoin DIAMANTIS from collecting pension payments and determine that his pension payments should be put in escrow while this case is pending and as long as he remains a fugitive. The Court should grant that relief using its equitable powers. “[A] court’s power to order equitable relief is broad and flexible.” *Lyme Land Conservation Trust, Inc. v. Platner*, 325 Conn. 737, 754, 159 A.3d 666 (2017). “[C]ourts exercising their equitable powers are charged with formulating fair and practical remedies appropriate to the specific dispute. ... In doing equity, [a] court has the power to adapt equitable remedies to the particular circumstances of each particular case. ... [E]quitable discretion is not governed by fixed principles and definite rules ... Rather, implicit therein is conscientious judgment directed by law and reason and looking to a just result.” *Id.* (quotation omitted).

As further explained below, the State lacks an adequate remedy at law, it will suffer irreparable harm without an injunction, it will likely prevail on the merits, and the balance of equities are strongly in the State’s favor.

B. The State would suffer irreparable harm without an injunction—harm for which it lacks a remedy at law.

The harm that would befall the State if DIAMANTIS were to collect pension payments while he remains a fugitive is as follows. DIAMANTIS’s flight from justice threatens to work an injustice if he were to collect his pension in the normal course. That flight from justice was a shameful insult to Connecticut and every one of Connecticut’s residents—and it creates an emergency set of circumstances that warrants this Court acting now. DIAMANTIS’s receipt of a pension, combined with his choice to become an international

fugitive, creates an injustice in that the pension would bankroll his life as an international fugitive. Nobody thinks DIAMANTIS is independently wealthy—in papers, his attorney said that his “net worth is negative” and that he is “effectively impecunious” apart from the pension. (Exhibit 4). If things are as they have been portrayed, DIAMANTIS does not have substantial cash or unencumbered assets apart from his state pension. The logical inference is that DIAMANTIS may use the state pension to fund his continued flight from the authorities. Connecticut, and its residents and taxpayers, cannot abide that result.

That harm would be irreparable, and the State lacks an adequate remedy at law, because the Act does not provide for any retroactive clawback of pension payments already made. The Act directs the Attorney General as follows:

[I]f any public official or state or municipal employee is convicted of or pleads guilty or nolo contendere to any crime related to state or municipal office in state criminal or federal criminal court, the Attorney General shall apply to the Superior Court for an order to revoke or reduce the pension of any kind to which such public official or state or municipal employee is otherwise entitled under the general statutes for service as a public official or state or municipal employee.

Conn. Gen. Stat. § 1-110a (a). The phrase “apply to the Superior Court for an order ...” directs the Attorney General to seek a court order but does not specify the manner or means by which the Attorney General does so. A civil complaint is one way, a motion for temporary injunction is another way, and neither of those ways is exclusive. But what the Act does *not* allow is any recoupment of pension payments once they are collected by a person who has been convicted of one or more predicate offenses. To the extent DIAMANTIS collects pension payments after he has been convicted and while on the lam, those payments are gone and the State and its taxpayers cannot bring an action to recover them.

But what the Act does allow is this. Nothing in law or equity forestalls the Superior Court from enjoining DIAMANTIS from collecting pension payments while the case is pending. At the conclusion of the case, the Court could order a true-up and reconciliation to comport with the Court's final case disposition. If the Court determines at the end of the day that the pension should be revoked or reduced, such relief could be effective as of this case's filing date. Relief that is effective as of the filing date would cover the time in which DIAMANTIS has been "convicted" in the past-tense and therefore would comport with the Act's text. Conn. Gen. Stat. § 1-110a (a).

C. The State likely will prevail on the merits.

It takes no stretch of the imagination to conclude that the State is likely to prevail on the merits of this action for revocation or substantial reduction of DIAMANTIS's pension. DIAMANTIS's attorney noted, in his sentencing memorandum, that his pension is "likely to be forfeited." (Exhibit 4).

The factors courts must look to in determining whether to revoke or reduce the pension of a convicted former state official or employee are—(1) the severity of the crime related to state or municipal office; (2) the amount of monetary loss suffered by the state or by any other person as a result of the crime related to state office; (3) the degree of public trust that was reposed in the defendant by virtue of the defendant's position as a state official or employee; (4) if the crime related to state office was part of a fraudulent scheme against the state or a municipality, the role of the defendant in the fraudulent scheme; and (5) any such other factors as, in the judgment of the Superior Court, justice may require. Conn. Gen. Stat. § 1-110a (b).

All of these factors favor revoking or substantially reducing DIAMANTIS's pension. First—the crimes of bribery and extortion are felonies and they bespeak the “greed, corruption, and abject lack of integrity” that tainted DIAMANTIS's state employment. (Exhibit 3). Second—while the monetary loss suffered by the State was difficult to quantify, the contracts that were tied to bribes accepted by DIAMANTIS were contracts for multi-million-dollar school construction projects funded by the State. (Exhibit 3). By sinking the integrity of those contracts, DIAMANTIS sold out the public good. Third—the degree of public trust reposed in DIAMANTIS was high. A former state legislator, he was the director of the state office in charge of overseeing all public-school construction projects seeking state funding. Fourth—the role of DIAMANTIS in the fraudulent scheme was one of direct self-dealing to enrich himself at the expense of contractors and the public good. The facts closely parallel *State ex rel. Jepsen v. Perez*, HHD-CV17-6081935-S, 2019 Conn. Super. LEXIS 510 (Mar. 12, 2019), where the court completely revoked the pension of the former Hartford mayor following his convictions for bribe receiving and attempted larceny.¹ Fifth—the “other factors” in the interest of justice weigh strongly against DIAMANTIS because of his brazen flight from the authorities ahead of sentencing—a circumstance that is without parallel in any of the numerous cases under the Act.

¹ Perez was convicted for accepting free work performed on his home by a city contractor and for engaging in extortion regarding the sale of city land. Full revocation was also premised on the high degree of public trust that was reposed in him as the city's highest elected official.

D. The equities strongly favor the State.

Though the District Court proceeded to sentence DIAMANTIS in his absence, he has neither surrendered to law enforcement nor begun to serve that sentence—effectively evading any punishment for the felonies for which he stands convicted. That is an extraordinary circumstance that tells us what the equities are in this situation. “The granting of injunctive relief . . . must be compatible with the equities of the case [and] rests within the trial court's sound discretion.” *Town of Haddam v. LaPointe*, 42 Conn. App. 631, 639 (1996) (quoting *Johnson v. Murzyn*, 1 Conn. App. 176, 183, 469 A.2d 1227 (1984)). “Those equities should take into account the gravity and willfulness of the violation, as well as the potential harm . . .” *Id.* It would be hard to conceive of a more willful and grave violation of justice than a former state official—and attorney—defying a federal court and fleeing the country ahead of sentencing. If DIAMANTIS were to collect pension payments while he remains on the lam, those state pension payments would bankroll his life as an international fugitive who has been convicted of crimes related to his state office. Equity cannot abide that result.

But equity would be well served by enjoining DIAMANTIS from collecting pension payments while this case is pending. The pension payments would be fully accounted for but not remitted to DIAMANTIS while the parties await a final judgment from the Court on the merits of the State's complaint. Such a temporary injunction would only enjoin DIAMANTIS from collecting the pension payments as long as he remains a fugitive. *If* he returns to the United States *and* surrenders to legal authority, the Court should invite the parties to present their views on the scope of any revised injunction that should follow

upon that change in circumstances. The requested injunction is only a preliminary determination of what is equitable based on the circumstances now existing.

IV. Conclusion

For the reasons set forth above, the State requests an order enjoining DIAMANTIS from collecting any pension payments administered by the Office of State Comptroller and ordering that the Office of State Comptroller hold onto said pension payments pending further order of the Court.

Respectfully submitted,

WILLIAM TONG
ATTORNEY GENERAL

By:



Eric P. Babbs
(Juris # 443935)
Christine M. Miller
(Juris # 440486)
Assistant Attorneys General
165 Capitol Avenue
Hartford, CT 06106
Tel: (860) 808-5040
Fax: (860) 808-5391
Email: Eric.Babbs@ct.gov
Christine.Miller@ct.gov

Certification

Pursuant to Practice Book Section 4-5, Plaintiff certifies that on September 30, 2026, the undersigned caused to be hand-delivered to a state marshal for service upon Defendant a copy of this Motion for Temporary Injunction and a copy of the Verified Complaint. An electronic copy of this Motion for Temporary Injunction and an electronic copy of the Verified Complaint were electronically delivered to Norman A. Pattis, Esq., on this 30th day of September, 2026.



Eric P. Babbs
Assistant Attorney General

Exhibit 1

DOCKET NO:

STATE OF CONNECTICUT	:	SUPERIOR COURT
Ex rel. William Tong, Attorney General,	:	
	:	
<i>Plaintiff,</i>	:	JUDICIAL DISTRICT OF HARTFORD
	:	AT HARTFORD
V.	:	
	:	
KONSTANTINOS DIAMANTIS,	:	
	:	
<i>Defendant.</i>	:	September 30, 2026

(PROPOSED) ORDER OF TEMPORARY INJUNCTION

The Plaintiff's Motion for Temporary Injunction having come before the Court after notice of the Motion was given by the Plaintiff to the Defendant's attorney; and it appearing that an Order of Temporary Injunction should be entered; and it further appearing that the temporary injunction that is being sought by a public officer of the State of Connecticut in a matter of public nature ought to issue without bond in accordance with Conn. Gen. Stat. § 52-472, the following temporary injunction is hereby issued:

IT IS HEREBY ORDERED THAT, until the Defendant returns to the United States and surrenders to legal authority:

1. The Defendant is enjoined and restrained from collecting or otherwise receiving any pension payments arising from his employment by the State of Connecticut; and
2. The Connecticut Office of the State Comptroller shall hold onto said pension payments pending further order of the Court.

It is so Ordered.

Dated at Hartford, Connecticut, this the _____ day of _____, 2026.

BY THE COURT,

Judge of the Superior Court

Exhibit 2

United States District Court
District of Connecticut
FILED AT BRIDGEPORT
October 22 2025
Dinah Milton Kinney, Clerk
By Julia [Signature]
Deputy Clerk

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES

v.

KONSTANTINOS DIAMANTIS

No. 3:24-cr-108 (SRU)

VERDICT FORM

We, the jury, unanimously find:

1. Count One (Extortion by Wrongful Use of Fear or Under Color of Official Right)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1951 by inducing Salvatore Monarca and John F. Duffy to make payments from Acranom Masonry, Inc. through fear of economic loss, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1951 by inducing Salvatore Monarca and John F. Duffy to make payments from Acranom Masonry, Inc. under color of official right, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

2. Count Two (Extortion by Wrongful Use of Fear or Under Color of Official Right)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1951 by inducing Antonietta Roy to make payments from Construction Advocacy Professionals, LLC through fear of economic loss, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1951 by inducing Antonietta Roy to make payments from Construction Advocacy Professionals, LLC under color of official right, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

3. Count Three (Bribery)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 666(a)(1)(B) by soliciting, demanding, and receiving bribes as an agent of a State receiving federal funds, that is, Connecticut, in connection with Acranom Masonry Inc., we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

4. Count Four (Bribery)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 666(a)(1)(B) by soliciting, demanding, and receiving bribes as an agent of a State receiving federal funds, that is, Connecticut, in connection with Construction Advocacy Professionals, LLC, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

5. Count Five (Conspiracy to Commit Extortion Under Color of Official Right)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1951 by conspiring with Salvatore Monarca and John Duffy to commit extortion under color of official right against Acranom Masonry, Inc., we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

6. Count Six (Conspiracy to Commit Extortion Under Color of Official Right)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1951 by conspiring with Antonietta Roy to commit extortion under color of official right against Contruction Advocacy Professionals, LLC, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

7. Count Seven (Conspiracy to Commit Bribery)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 371 by conspiring with Salvatore Monarca and John Duffy for them to pay him bribes, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

8. Count Eight (Conspiracy to Commit Bribery)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 371 by conspiring with Antonietta Roy for her to pay him bribes, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

9. Count Nine (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that he “didn’t recommend” CAP for the construction administrator position on the Birch Grove project, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

10. Count Ten (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that he “did not help [Antonietta Roy] get on, get any jobs,” we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

11. Count Eleven (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that he “didn’t care who the [construction administrator] was, because the [construction administrator] wasn’t going to do anything for [him],” we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

12. Count Twelve (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1951 by stating that he “did not recommend [D’Amato Construction Company]” for the Birch Grove project, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

13. Count Thirteen (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that he did not “encourage [Antonietta Roy] to reach out to [his daughter] for a job” at Construction Advocacy Professionals, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

14. Count Fifteen (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that he never helped any business obtain work related to school construction projects, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

15. Count Sixteen (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that he was not involved in the hiring process for general contractor, construction manager, architect, or subcontractor on any school construction projects, including at Birch Grove, Bulkley, and Weaver, we find Mr. Diamantis:

_____ Not Guilty

☒ Guilty

16. Count Seventeen (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that the Office of School Construction Grants & Review staff, rather than Mr. Diamantis, suggested Tolland hire a construction administrator for the Birch Grove project, we find Mr. Diamantis:

☐ Not Guilty

☒ Guilty

17. Count Eighteen (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that Tolland's Superintendent of Schools recommended D'Amato Construction for the Birch Grove project, we find Mr. Diamantis:

☐ Not Guilty

☒ Guilty

18. Count Nineteen (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that he did not suggest Construction Advocacy Professionals, LLC as construction administrator on the Bulkeley project, we find Mr. Diamantis:

☐ Not Guilty

☒ Guilty

19. Count Twenty (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that Acranom Masonry, Inc. did not receive special treatment on the Weaver project, we find Mr. Diamantis:

_____ Not Guilty

✓ Guilty

20. Count Twenty-One (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that payments from Antonietta Roy to Mr. Diamantis were for legal work he performed for Construction Advocacy Professionals, LLC, rather than donations or bribes, we find Mr. Diamantis:

_____ Not Guilty

✓ Guilty

21. Count Twenty-Two (False Statements)

With respect to the charge that Konstantinos Diamantis violated 18 U.S.C. § 1001 by stating that he did not receive payment from any business working on the Birch Grove, Bulkeley, or Weaver projects, including Acranom Masonry, Inc., we find Mr. Diamantis:

 Not Guilty

✓ Guilty

Please sign and date this verdict form.

/s/

Foreperson

10/22/25
Date

Exhibit 3

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA

CRIM NO. 3:24CR108 (SRU)

v.

KONSTANTINOS DIAMANTIS

September 10, 2026

GOVERNMENT’S MEMORANDUM IN AID OF SENTENCING

Over a three-year period from 2018 to 2021, defendant Konstantinos (or “Kosta”) Diamantis exploited his high-level position in Connecticut state government to solicit and receive bribes from contractors looking to obtain or retain business on massive public school construction projects that were funded in part by the state. Diamantis solicited, cajoled, intimidated, and outright threatened two contractors in particular, Acranom Masonry Inc. and Constructional Advocacy Professionals, LLC (“CAP”), to provide him with compensation in exchange for using his influence to get those contractors work. Because Diamantis exercised almost unfettered control over who was awarded contracts, Acranom and CAP acceded to his demands and paid tens of thousands of dollars in bribes lest they be excluded from receiving lucrative school construction work. The cities and towns building these schools likewise were compelled to bend to Diamantis’s will rather than face the risk that he would refuse to fund their most critical projects. As a result, they hired contractors like Acranom and CAP because of Diamantis’s directive rather than because of quality or price. Municipalities were unaware that the real reason those contractors were retained was because they were paying Diamantis.

Diamantis’s corruption had tangible effects on the people of Connecticut. In the case of Acranom, the bribes paid to Diamantis were added into the price that was ultimately charged back to state taxpayers. Moreover, Diamantis caused Acranom to be hired despite serious concerns

about the quality of its work. With regard to CAP, Diamantis caused it to be hired for entirely superfluous jobs, resulting in state taxpayers paying millions in unnecessary expenses. More than the financial ramifications or the quality of the schools built under his regime, though, Diamantis did immeasurable damage to a critical state office tasked with one of the most fundamental obligations of state and local government, that is, providing a safe and secure learning environment for Connecticut children.

For his greed, corruption, and abject lack of integrity, Diamantis is deserving of a sentence within the advisory Guidelines range of 121 to 151 months of imprisonment.

I. Introduction and Background

A. Procedural History

On May 15, 2024, a grand jury in New Haven, Connecticut, charged Diamantis in a 22-count indictment with Extortion by Wrongful Use of Fear and Under Color of Official Right in violation of 18 U.S.C. § 1951 (Counts One and Two), Bribery in Connection with a State Government Receiving Federal Funds in violation of 18 U.S.C. § 666(a)(1)(B) (Counts Three and Four), Conspiracy to Commit Extortion Under Color of Official Right in violation of 18 U.S.C. § 1951 (Counts Five and Six), Conspiracy to Give and Receive Bribes in Connection with a State Government Receiving Federal Funds in violation of 18 U.S.C. §§ 371, 666(a)(1)(B) and 666(a)(2) (Counts Seven and Eight), and False Statements in violation of 18 U.S.C. § 1001(a)(2) (Counts 9–22). Diamantis surrendered voluntarily on May 16, 2024. He was presented on the same day before United States Magistrate Judge Thomas O. Farrish in Hartford, was arraigned on the indictment, and was ordered released on a secured \$500,000 surety bond. Diamantis has been at liberty since that time.

On October 22, 2025, following a two-week jury trial, Diamantis was convicted on counts 1–13 and 15–22 of the Indictment. (Count 14 was voluntarily dismissed by the Government prior to the close of evidence.)

B. Summary of the Facts

A fulsome summary of the offense conduct is set out in the PSR at ¶¶ 8–49, which the Government incorporates by reference and substantially restates or summarizes here. The PSR and this summary draws largely from the trial record in this matter.

Background

At all relevant times, Diamantis was a resident of Farmington, Connecticut. Diamantis was a licensed lawyer since 1988 and a former State Representative for the 79th District. From at least May 2015 through October 2021, Diamantis was an employee of the State of Connecticut; specifically, he was the director of the State of Connecticut’s Office of School Construction Grants and Review (“OSCGR”), the State agency responsible for the grant administration on all Connecticut public school construction projects seeking State funding. From November 2019 through October 2021, Diamantis was also employed as the deputy secretary of the State of Connecticut’s Office of Policy and Management, the State agency responsible for policy, planning, budgeting, and management of State government. Prior to that time, OSCGR was part of the Connecticut Department of Administrative Services. PSR ¶ 9.

Between 2018 and 2021, Diamantis engaged in overlapping schemes and conspiracies to commit extortion and bribery through his official position. First, he used his position to solicit and accept bribes, and to obtain payments under color of official right and by inducing fear of economic loss, from Acranom in connection with a dispute over Acranom’s work on a construction project at Weaver High School in Hartford (the “Weaver Project”), Acranom’s bid for additional work on

the Weaver Project, and Acranom's bid on a project to rebuild Birch Grove Primary School in Tolland (the "Birch Grove Project"). Second, Diamantis similarly used his position to solicit and accept bribes, and to obtain payments under color of official right and by inducing fear of economic loss, from CAP in connection with bids for consulting or owner's representative work on the Birch Grove Project, a project at Hartford's Bulkeley High School (the "Bulkley Project"), and work for the City of New Britain's Board of Education. Then, during three different investigative interviews with federal law enforcement agents in August, September, and December 2023, Diamantis made materially false statements regarding his criminal conduct. PSR ¶ 10.

The Acranom Extortion and Bribery Scheme

Acranom was a masonry contractor located in Middlefield, Connecticut. Salvatore "Sal" Monarca was the President and owner of Acranom and John F. Duffy was the Vice President. Diamantis was previously married to Duffy's sister, and Duffy continued to refer to Diamantis as "Uncle." Tr. 59–60. PSR ¶ 11.

Acranom, through Duffy and Monarca, paid bribes to Diamantis from at least 2018 through 2021 in exchange for Diamantis's assistance in resolving a dispute over Acranom's work on Phase 2 of the Weaver Project, winning a bid for masonry work on Phase 4 of the Weaver Project, and winning the masonry work on the Birch Grove Project. In addition to soliciting and receiving these bribes in exchange for his official actions on Acranom's behalf, Diamantis also often secured payment from Acranom by threatening implicitly and explicitly to hurt Acranom's business on the Weaver Project, the Birch Grove Project, and its business generally. PSR ¶ 12.

Both Duffy and Monarca testified to the pattern through which they would pay Diamantis. Monarca would write a check to Duffy or himself from an Acranom account, then he or Duffy would take the check to a bank branch, cash it, and provide the cash to Diamantis in person. The

Government presented a summary chart showing non-payroll checks written from Acranom to Monarca or Duffy, and cash deposits into Diamantis's account, from December 21, 2017 until December 17, 2021. PSR ¶ 13.

Weaver Phase 2

The first matter proven at trial wherein Diamantis assisted Acranom in exchange for payment was related to a dispute over Acranom's work on Phase 2 of the Weaver Project. Tr. 85. By way of background, in or around 2015, the City of Hartford started a renovation project at Weaver High School. The "owner" of the project was the Hartford Schools Building Committee ("HSBC"), which acted on behalf of the City of Hartford. A joint venture called Arcadis O&G was the program manager for the City of Hartford, meaning it managed school construction projects for the city, including the Weaver Project. Jack Butkus was the program director and Sal Salafia was the deputy program manager for Arcadis O&G's Hartford schools program; they acted as the owner's representative on behalf of the HSBC on various school construction projects, including Weaver. The construction manager was a joint venture called Newfield Downes, led by senior project manager Brian Ouelette, which was responsible for hiring subcontractors on the Weaver Project. PSR ¶ 14.

The Weaver Project was divided into four phases. The entire Weaver Project cost more than \$100 million, with 95% of the funding provided through state grants administered by OSCGR and supervised by Diamantis. PSR ¶ 15.

In August 2017, Acranom was selected as the masonry subcontractor for Phase 2 of the Weaver Project. Under that contract, Acranom was to be paid approximately \$4.09 million for masonry work. PSR ¶ 16.

In 2018, disputes arose over Acranom's work on Phase 2. Beginning in March 2018, Newfield Downes complained about the quality of Acranom's work on Phase 2. In August 2018, Acranom submitted a claim to Newfield Downes seeking compensation for unanticipated expenses, including those caused by delay in the Weaver construction schedule. Acranom disputed Newfield Downes' complaints, and Newfield Downes disputed Acranom's delay claim. Those disputes continued for almost two years. PSR ¶ 17.

Acranom sought Diamantis's assistance to maximize its claim compensation and minimize its repair work, in exchange for bribes. On August 8, 2018, in connection with Acranom's delay claim, Duffy predicted to Monarca that Diamantis would "come down on" the Weaver Project leaders "big time." Duffy explained that he was bragging to Monarca that Diamantis would intercede on Acranom's behalf because Acranom "had been paying him." Two weeks later there was a meeting to discuss the claim, following which Diamantis asked for a meeting with Duffy and Monarca, where they would pay Diamantis to exert his influence over the dispute to benefit Acranom. In fact, on August 24, 2018, bank records showed a \$5,000 check written from Acranom to Monarca, cashed by Duffy, and then a \$2,000 cash deposit into Diamantis's account on August 27. Several months later, when Monarca complained to Duffy that "[w]e paid [Diamantis] 35k" but "[w]e got 0," Duffy responded that, among other things, "[w]ithout him we wouldn't be at weaver 2." PSR ¶ 18.

Acranom continued to pay Diamantis for his assistance in resolving the Weaver Phase 2 dispute, both on its own and in combination with Diamantis's assistance on other projects discussed below. For example, on September 28, 2018, records showed that Duffy cashed an Acranom check for \$2,000, and Diamantis deposited \$3,000 in cash four days later. Similarly, on

December 6, 2018, Monarca cashed a \$5,000 Acranom check, and then, over the following four days, Diamantis deposited a total of \$2,700 in cash. PSR ¶ 19.

In August 2019, while Duffy was responding to Diamantis's complaints about Monarca not paying him quickly enough in connection with the Birch Grove Project, Duffy noted that Monarca would want Diamantis to resolve the Weaver Phase 2 dispute in Acranom's favor. As Duffy wrote, Monarca's agreement to pay Diamantis would depend on whether Diamantis would "confirm you have his back on weaver 250,000 we are at now." Duffy described Diamantis's strategy for helping Acranom, writing, "I told [Monarca] you have weaver covered but you have to let process run [then] you step in to the city and tell them to resolve." Diamantis then agreed with Duffy's characterization of the plan, but said "I won't do a thing til he does rt thing for tolland [i.e., the Birch Grove Project]." PSR ¶ 20.

In fact, Diamantis did successfully push the Weaver Phase 2 dispute to a favorable resolution for Acranom. On November 10, 2019, Duffy directed Diamantis to "get a hold of Sal Salafia make sure he accepts everything and we get that \$300 is Big." Duffy explained that he asked the defendant to talk to Arcadis O&G's Salafia because he "as an owner's rep, in my opinion, would be the one giving the final approval to the settlement of the claim." Duffy expected Diamantis to follow his instructions because Acranom was paying him. After further dispute, on February 21, 2020, Diamantis emailed representatives from Acranom, Newfield Downes, and the City of Hartford and declared, "I want this resolved. Let's meet if need all of us some of us at oscgr." A meeting was held at OSCGR offices with Diamantis on February 26, 2020. On or around March 19, 2020, Newfield Downes reported to Acranom that the City of Hartford had approved a \$300,000 payment to Acranom to settle the claims, whereupon Duffy texted Diamantis "My guy [Monarca] said u da Champ." On the same day, the evidence shows that Acranom paid

Diamantis for his influence; Monarca cashed an Acranom check for \$5,540, and Diamantis deposited \$4,900 in cash. PSR ¶ 21.

Weaver Phase 4

Even as the dispute over Acranom's work on Weaver Phase 2 was ongoing, Diamantis also provided assistance, in exchange for payment, to ensure the success of Acranom's bid for the masonry contract on Phase 4 of the Weaver Project. Acranom was the low bidder for Phase 4, but the City of Hartford's representatives did not initially want to award the masonry contract to Acranom because of its unresolved claim on Phase 2 and concerns about its work product on Phase 2. PSR ¶ 22.

Notwithstanding these concerns, Diamantis used his influence to intercede on Acranom's behalf to ensure Acranom would be awarded the masonry contract on Weaver Phase 4. On January 16, 2019, referring to the impending decision from the HSBC on the selection of a mason for Phase 4, Duffy wrote to Diamantis, "Please make sure That vote tonight goes to us for Phase 4. Talk to your guy." Diamantis confirmed "I did already." The following day, Duffy reported to Monarca, "We should be good Phase 4 Per uncle [Diamantis]." Duffy continued: "Brian Ouelette and the city was never going to give us phase 4 Only for our Uncle [thumbs-up emoji]." Butkus, the Arcadis O&G program director, wrote on January 25, 2019, to others on the project team explaining that Diamantis had essentially forced the project team to select Acranom. PSR ¶ 23.

On January 25, 2019, Newfield Downes wrote to Monarca informing him of the decision to enter into a \$3.034 million contract with Acranom for Weaver Phase 4. On the same day, after Duffy texted Diamantis to thank him, Diamantis took credit for having swung the decision in Acranom's favor, writing: "It took a lot of work...Trust me...C a called me lots of calls." "C a" was a reference, in this case, to Salafia of Arcadis O&G. PSR ¶ 24.

Within a week of Diamantis helping Acranom secure the Weaver Phase 4 contract, Diamantis asked for payment for exerting his influence. On February 1, 2019, Diamantis wrote to Duffy and Monarca: “Just so you both I am very good at what I do and always do what I say. Johnny knows. And I always usually work at 5 percent of total just FYI.” Duffy understood this to mean that Diamantis was “looking for payment off of Acranom being awarded Phase 4 Weaver.” Five days later, on February 6, 2019, Diamantis wrote to Duffy and Monarca, “Lunch tomorrow noon capital grille sharp,” meaning Diamantis was “looking to meet and looking for a payment for weaver Phase 4.” When Monarca and Duffy failed to agree on a time and place to meet, Diamantis complained, “I always lived in two way street I always keep my word and do what I say. Clearly this seems one way.” The evidence showed that Mr. Diamantis was eventually paid for his assistance on Weaver Phase 4; as discussed above, by April 26, 2019, when Monarca complained that he and Duffy had already “paid [Diamantis] 35k,” and “as of to day. We got 0,” Duffy responded “[w]ithout him we wouldn’t be at weaver 2 or got the contract Weaver 4.” PSR ¶ 25.

Birch Grove

At the same time Diamantis was asking for money for assisting Acranom in winning work on Weaver Phase 4, and was continuing to push the City of Hartford to resolve the Weaver Phase 2 dispute in Acranom’s favor, Diamantis put Acranom up for another job with the expectation that Duffy and Monarca would once again compensate him for using his influence. Specifically, in April 2019, Diamantis reached out to Duffy regarding masonry work at a project to rebuild the Birch Grove Primary School in Tolland, Connecticut. Because this was an emergency project, there was no competitive bid; Diamantis explained to Duffy that “if Acranom wanted to do the masonry work, that he would see to it that [Acranom] would be involved as the mason.” PSR ¶ 26.

Duffy and Monarca agreed to bid to the general contractor, D'Amato Construction, for the masonry work on the Birch Grove Project. Diamantis was involved directly in this process, pushing Acranom to get its bid in quickly. On April 15, 2019, Duffy wrote to Monarca, "Uncle wanted it last week now it has to be tomorrow." Monarca testified, "I never did emergency job before and I never, ever dealt with anybody that high level ever in the state for any job." In less than a month, Acranom was "selected" as the masonry contractor for the Birch Grove Project, as Diamantis informed Duffy even before D'Amato could call. On May 7, 2019, Acranom signed an initial \$2.55 million contract to perform the Birch Grove Project masonry work. This was a "placeholder" contract, pending project revisions. PSR ¶ 27.

Even though the initial contract was just a placeholder, and Acranom had not yet done any masonry work or been paid any money for the Birch Grove Project, Diamantis immediately began to demand money in exchange for his influence in getting Acranom the work. On the same day the placeholder contract was signed, Diamantis wrote to Duffy, "I'm asking for reasonable number being on the team had value and it's not zero 50 is fair zero is an insult to my character for you I do 44 not a penny less and tomorrow as agreed other than that tell him I am out." Duffy pushed back on Diamantis's demand, writing, "Uncle you not handling this right. ... The contract sum is not finalized as no one knows that is yet The deal was the contract sum plus the rate." Duffy testified that "the rate was an agreed lump sum of \$70,000" in exchange for Diamantis getting Acranom the Birch Grove Project contract. PSR ¶ 28.

Over the ensuing several months, Diamantis repeatedly demanded money in exchange for having helped Acranom obtain the Weaver Phase 4 masonry contract, providing ongoing assistance on getting Acranom a favorable final contract on the Birch Grove Project, and resolving

the ongoing Weaver Phase 2 dispute. His demands often included claims about his own financial need. For example:

a. May 18, 2019: Diamantis left a voicemail for Monarca, saying, “So, I had to eliminate Juliana’s tuition account and not pay the last payment on the wedding to keep my end, to keep my word intact, because I said the minute the other contract’s in place, I’ll take care of it because they’re gonna take care of it. ... So, the part that, you know, till we have the final plans, I didn’t ask for the maximum, I asked for the minimum of what we bid, so that’s more than reasonable. I even asked for less than that, I asked for forty, even less than that.”

b. June 13, 2019: Diamantis wrote to Duffy, “Did you see your number went up 200 to where you were with 85000 sf building... I’ve done my part I need action.”

c. June 14, 2019: Diamantis wrote to Duffy, “Just approved 60k in change orders weaver for you guys...Plus rain labor...And I can’t pay my mortgage...Due today.”

d. July 2, 2019: Diamantis wrote to Duffy, “Johnny every one of my creditors reduced my limits because of me trying to be trusting and hooking up Acranom. I have ruined my credit because I put up my 20. And believed I would get mine when you got yours which was the deal. Please ask him to give me 20 he can keep the rest and the job but I never want to hear the company name again.”

e. August 9, 2019: In response to Duffy telling Diamantis that “[l]atest signed contract number is close to our original bid,” Diamantis bragged, “Yes it is...I made sure,” and then wrote, “I need that coin Johnny like last month.”

f. August 10, 2019: Diamantis wrote to Duffy, “I text him [Monarca,] I call him[,] I text him and call again and now I feel like a beggar for what he should have

thankfully gave especially when we built it in it's like he's pissing on me and making me crawl."

g. November 13, 2019: After discussions about changes to Acranom's Birch Grove contract, Diamantis wrote, "Doesn't matter end of day you gone add 70."

PSR ¶ 29.

Additionally, on several occasions, Diamantis threatened Acranom's business if it did not live up to the agreement to pay Diamantis in exchange for his official actions. For example:

a. July 2, 2019: Diamantis wrote to Duffy, "My credit lines have been reduced before [my daughter's] wedding by 30k and my cash flow is zero because of that liar [Monarca]. And if you can't get me my 20 then he can shove that up his ass too...I better never see him at tolland [Birch Grove]...or anywhere."

b. August 10, 2019: Diamantis wrote to Duffy, "So here's what I will do. I will wait til Monday for him [Monarca] to give you 40. If not then I think D'Amato needs a new mason for tolland [Birch Grove] then he will see how real the job was. I'm not a beggar Johnny I'm your brother uncle call me what you wish. But I'm no beggar and did my part."

c. August 10, 2019: Diamantis wrote to Duffy, "Bottom line have him give you 40 for Monday or he's out."

d. August 11, 2019: Diamantis wrote to Duffy after discussing a meeting between Duffy, Monarca, and Diamantis, "Will he have the present with him...Please make sure Johnny I'm not playing his game. The demo starts in two weeks...I be damned...Tuesday there will be a new mason...Thanks Johnny for your help...Make sure he has it though he has no clue who I am and my back to the wall."

e. February 28, 2020: Diamantis, in reference to his demand for compensation for using his influence to secure a favorable resolution for Acranom in its dispute with Hartford over Weaver Phase 2, wrote: “I give him [Monarca] til tomorrow then I tell Hartford I made a mistake...In the math.”

PSR ¶ 30.

Although Acranom did not pay Diamantis every time he made a demand or threat—indeed, Diamantis’s view that Monarca was dragging his feet often spurred his aggressive tone—Duffy and Monarca each frequently met with Diamantis to pay him. For example:

a. August 20, 2019: After an escalating series of demands and threats from Diamantis, some of which are set out above, Monarca wrote an Acranom check for \$10,000 to Duffy, Duffy cashed that check in Middletown, Duffy met Diamantis at the Capital Grille in Hartford and provided him with cash, and Diamantis deposited at least \$7,500 in cash into his personal account.

b. October 11, 2019: Duffy arranged to meet Diamantis at 5:15 p.m. at a TD Bank in Middletown to pay him, Monarca wrote an Acranom check to Duffy for \$10,000, which Duffy cashed, Duffy provided cash—he believes \$5,000—from that check to Diamantis, and Diamantis deposited cash into his personal account.

PSR ¶ 31.

Early in 2020, the masonry contract for the Birch Grove Project was being finalized. On January 3, 2020, in response to Duffy asking about a revised Birch Grove contract, Diamantis wrote, “I will check in now...It will be coming any moment,” and then demanded, “So whatever your boss can do sooner than later is greatly appreciated.” Duffy then promised that payments

would come starting February 1st. In fact, a final \$2.88 million contract between Acranom and D’Amato was signed that same date, January 3, 2020. PSR ¶ 32.

After the Birch Grove Project masonry contract was finalized, Diamantis immediately sought payment, writing to Duffy on January 4, 2020, the day after the contract signing, “Let’s start 15th this month and each there after bro.” In fact, Acranom made a payment to Diamantis on January 15, 2020. Duffy wrote on that day, “5 pm today up the street...Birthday too. Ok ???...or Middletown basement restaurant across from courthouse. ?!! 5 pm. ??” Diamantis replied: “5 pm cap grill with card.” And Duffy responded, “OK happy birthday.” According to Duffy, “birthday” was a code he used for a payment, and he understood Diamantis to be using a similar code equating “card” with a payment. Bank records show that Monarca cashed an Acranom check on January 15, 2020 for \$5,000, and Diamantis deposited \$3,000 in cash a day later. PSR ¶ 33.

In accord with their agreement that Acranom would pay Diamantis for his influence on the Weaver Project and the Birch Grove Project, Diamantis demanded—and Monarca and Duffy paid—several other bribes in the ensuing months. For example:

a. January 21, 2020: After Duffy wrote that “you can text my guy [Monarca] I think 5 p.m. is better,” Diamantis responded, “I did...Just now tell him check his phone.” On the same day, Monarca wrote an Acranom check to himself for \$6,000, which he cashed in Middletown. Diamantis deposited \$1,500 cash on January 21 and \$3,500 on January 22 into his personal account.

b. February 29, 2020: After Diamantis complained that Monarca was not keeping to their payment schedule, Duffy wrote, “u had deal monthly[,] He changed it. W .T f. Make sure u keep track of its 62. 1/2. Remember?” Diamantis responded, “Yes on top of what you had given me already.” Duffy encouraged Diamantis to make sure

Monarca kept to their deal, writing, “Just make sure u keep the score. U should tell him to go back on monthly. Jan. Feb. mar. April. All done. 15 15 15 17.5 Remember[.] That was the deal. He changed it. Wtf. Make sure you tracking It.”

c. April 15, 2020: Monarca wrote an Acranom check to himself for \$6,000, which he cashed in Middletown. Diamantis deposited \$3,000 in cash the next day.

d. April 18, 2020: Duffy wrote to Diamantis, “My guy says you almost All squared up soon. ... 20 left.” Later that day Duffy wrote, “F Y I My guy said already Fifty[.] That left 12. 1/2. I told you Make sure you keep score[.] Just keeping you informed so you don’t lose Score sheet.” Diamantis responded, “It is but he’s counting the 10 from before[.] We agreed out [sic] number not counting that.” And Duffy replied, “OK Stay on your guard.”

PSR ¶ 34.

The CAP Extortion and Bribery Scheme

Antionietta Roy founded Construction Advocacy Professionals, LLC (“CAP”) in December 2017. CAP was an owner’s representative, also known as a construction administrator or project management firm. As an owner’s representative or project manager, CAP worked for project owners to provide several forms of assistance, including hiring an architect and construction manager, developing a budget, and helping carry the project through to completion. PSR ¶ 35.

From at least 2019 through 2021, Diamantis solicited, demanded, and received bribes from CAP, paid both from Roy’s personal account and directly from CAP, in exchange for Diamantis using his influence to benefit CAP’s efforts to obtain work on state-funded school construction projects, including the Birch Grove Project in Tolland, a Bulkeley High School project in Hartford, and projects for the City of New Britain. Diamantis also used his position of power and influence

over state-funded school construction in Connecticut to cause Roy to reasonably fear that CAP would not be able to get any work if she did not accede to Diamantis's demands for money. PSR ¶ 36.

One of the ways in which Roy compensated Diamantis for his influence on CAP's behalf was through hiring his daughter Anastasia for a low-show job at an inflated rate. In approximately March or April 2019, after CAP was awarded its first job, Roy called Diamantis looking for someone who could help her. Diamantis gave Roy two names—his daughter Anastasia, who had no experience, and a professional who was already working in the school construction industry. Roy chose to hire Anastasia despite her lack of experience because Diamantis was “adamant” that Anastasia would do a good job and needed to pay off her student loans, and because Roy believed she needed to keep Diamantis happy in order to secure work for CAP. Accordingly, Roy entered into an independent contracting agreement with Anastasia on April 15, 2019 that would pay \$45 per hour. GX 80. Notably, although Anastasia only asked Roy for \$20 per hour, Roy offered to pay \$45 out of fear and with Diamantis's prior comments in mind. As Roy explained, “I paid a higher rate because Mr. Diamantis had told me to take care of his daughter. I knew if I had given her a lower rate, I would receive some backlash.” Diamantis frequently told Roy to “take care of” his daughter. PSR ¶ 37.

Diamantis's first major assistance to CAP came shortly after Roy hired Anastasia, when Diamantis arranged for CAP to be hired as the owner's representative for the Birch Grove Project, despite the Tolland superintendent's hesitation. Shortly after the Birch Grove Project was approved, Anastasia reported to Diamantis that “Antonietta told me she emailed them to set up a meeting.” Diamantis, making clear he expected Anastasia to be rewarded for his assistance to CAP, responded, “They coming tomorrow my place 10[:]30...I told her I expect you get a

percentage bonus I'm told don't worry I got Anastasia." The first Birch Grove contract between CAP and Tolland, related to temporary classrooms, was signed on June 20, 2019 for \$70,000. Later, a \$460,000 contract, related to the actual construction of the school building, was awarded to CAP on September 19, 2019. PSR ¶ 38.

Roy compensated Diamantis both directly and indirectly through Anastasia during the same period CAP was awarded more than \$500,000 in contracts related to the Birch Grove Project. On July 8, 2019, Roy wrote a personal check to Diamantis for \$1,000, with the word "Donation" in the memo line. According to Roy, Diamantis claimed the check was for a political donation, but Roy paid because she "had to keep Mr. Diamantis happy or else [she] would not continue to get work." On August 27, 2019, CAP wrote Anastasia three checks—\$785 for her July hours, \$300 for her August hours, and \$500 for a purported "bonus." The "bonus" was a response to Diamantis calling Roy and pressuring her to take care of his daughter, and not a reflection of her view of Anastasia's work. Anastasia texted with Diamantis, who made it clear that bonus was a result of his influence over Roy and in getting CAP the Birch Grove project, telling his daughter there was "more to come." PSR ¶ 39.

Around the same time Diamantis helped CAP get work on the Birch Grove Project, he also "recommended" CAP to New Britain for a contract to help close out prior state-funded projects. As a result, CAP entered into an August 11, 2019 contract, signed on October 11, 2019, with the City of New Britain, even though New Britain already had its own staff that was well qualified to do that work. PSR ¶ 40.

The most substantial work that Diamantis used his influence to obtain for CAP was a \$1.769 million contract for construction administrator services on the Bulkley Project. It was solely Diamantis's idea to install a construction administrator on the Bulkeley Project, despite the

fact that those services were already being performed by Arcadis O&G as part of its existing responsibilities as Hartford's school construction program manager. Diamantis made it clear to those associated with the project—including from Arcadis O&G and the HSBC—that he wanted CAP to be selected as the construction administrator. Diamantis informed Roy that CAP should bid on the Bulkeley Project; she was unaware of it prior to his call. PSR ¶ 41.

Even though CAP was not the low-cost bidder, it was selected as the construction administrator for the Bulkeley Project because of Diamantis's influence. Diamantis led those involved with the project to believe that the State of Connecticut would cover the unnecessary costs associated with hiring CAP as a redundant construction administrator. While there was overlap between Arcadis O&G's function and the construction administrator, Diamantis did not want to restrict the scope of Arcadis O&G's work; instead, those involved believed that "[i]t's possible he's willing to spend extra to get his person on board," where "his person" was Roy. Diamantis was directly involved in developing the request for proposals for a construction administrator, even though the State was not a party to the agreement. Even before bids were received, it was understood that CAP would be selected. However, once the bids came in, CAP was about \$1 million above the lowest bidder. Even after removing part of its bid, CAP was still substantially higher. CAP was selected nonetheless because of Diamantis's influence. In official documents, Hartford officials claimed that they selected CAP because it was a woman-owned business, but in truth that was just "paper[ing] the file"; the actual reason was Diamantis's influence. Diamantis told Roy that he created the construction administrator position on the Bulkeley Project specifically for CAP. Roy understood that Arcadis O&G was capable of performing CAP's functions, but that Diamantis wanted CAP on the project. On April 29, 2020, CAP entered into a \$1.769 million contract for the Bulkley Project with the HSBC. PSR ¶ 42.

Shortly after CAP entered into its Bulkeley Project contract, Roy promoted Anastasia to the position of “Assistant Project Manager.” Anastasia was still paid the same \$45/hour, but now also received other benefits, such as paid time off and holidays. This contract and its benefits were not a reward for performance; in Roy’s view, Anastasia was not a good employee, “wasn’t really doing the tasks that [Roy] assigned to her,” and “[i]f she was doing them, they were very slow or incomplete.” Instead, Roy continued to employ and pay Anastasia to appease Diamantis’s frequent demands that Roy “take care of his daughter.” PSR ¶ 43.

Over the ensuing months, CAP was paid substantial sums on some of the contracts that Diamantis helped it obtain and, in turn, Roy and CAP paid Diamantis and his daughter. For example:

- a. Between May and December 2020, Tolland paid CAP four installments of \$18,400 each for its work on the Birch Grove Project.
- b. On December 13, 2020, Roy wrote a \$1,000 check to Anastasia out of her personal account.
- c. On January 4, 2021, Roy wrote a \$1,000 check to Diamantis, again from her personal account.
- d. Around February 19, 2021, CAP entered into an owner’s representation agreement with New Britain for another project for \$65,620.
- e. On or around March 8, 2021, Hartford wrote a \$27,062.50 check to CAP for its work on the Bulkeley Project.
- f. On March 17, 2021, Roy wrote a \$1,500 check to Diamantis from her personal account.

g. In the summer of 2021, following a demand from Diamantis, Roy paid Diamantis \$1,000 cash that he claimed to Roy was for a political donation.

PSR ¶ 44.

Additionally, all during this time, CAP continued to pay Anastasia as an employee; even though Anastasia “wasn’t doing anything at all,” Roy continued paying Anastasia despite her poor performance because she was trying to keep Diamantis happy. In the fall of 2021, the same day that Roy learned that Diamantis had left his employment with the State and was no longer in a position of power over CAP, she fired Anastasia. PSR ¶ 45.

In total, Roy paid Anastasia \$1500 in bonuses and \$36,824.25 in wages. While the evidence is that Roy only hired and continued to pay Anastasia because of Diamantis’s pressure, and that Anastasia did little actual work, the Court may choose to credit Diamantis the value of Anastasia’s bona fide wages, assuming Anastasia did the work she was assigned. In that event, the Court should consider that Roy paid Anastasia \$45 per hour, well above market rate, and well above Anastasia’s request of \$20 per hour, in order to influence Diamantis. Thus, Anastasia’s wages were inflated by \$25/hour, or 125%. Therefore, the true value of her work was approximately \$16,366.33, and the surplus paid as a bribe was \$20,457.92. Combining that with her \$1,500 in bonuses, the total bribe paid by Roy indirectly to Diamantis through Anastasia was \$21,957.92. PSR ¶ 46.

Roy also paid Diamantis a total of \$3,500 in checks, GX 600C, and \$1,000 in cash. PSR ¶ 47.

Thus, the total amount of direct and indirect bribe payments CAP paid to Diamantis was \$26,457.92. PSR ¶ 48.

False Statements

Diamantis was also convicted of 13 counts¹ of making false statements to federal investigators in the course of three interviews. First, he lied to agents during an August 29, 2023 interview at his home. Next, he lied to investigators during an interview at a Starbucks in Bristol, Connecticut. Finally, he lied to investigators at the FBI office in Meriden, Connecticut, on December 8, 2023. The following is a summary of each lie for which the defendant was convicted and some of the evidence in support of its falsity.

Count	Date	Substance of False Statement	Sample Evidence
9	August 29, 2023	Diamantis “didn’t recommend” CAP for the construction administrator position on the Birch Grove Project. GX 900B; Tr. 1191–93.	Tolland School Superintendent Walter Willett: Q. And why did you pick CAP? A. Recommended highly by Mr. Diamantis. Tr. 693. Q. And did the defendant have a preference as to which firm you should hire for construction administration? A. I felt it was CAP. Tr. 714. Q. So as a result of your discussions with the defendant, to what extent did you feel you had a choice as to whether or not to hire CAP? A. It’s back to the fire scenario. You know, it’s on fire and this one is going to get it done. So no, I didn’t feel like I had any practical choice. Tr. 715–16. Roy: Q. Do you have an understanding as to why you were given that job?

¹ Count 14 was dismissed on the Government’s motion prior to the close of evidence. Doc. 95.

Count	Date	Substance of False Statement	Sample Evidence
			A. We were going to be the owner's project managers, and Mr. Diamantis had recommended us to be on the project. Tr. 408.
10	August 29, 2023	Diamantis "did not help [Roy] get on, get any jobs." GX 900C; Tr. 1193-94.	See Count 9 evidence. Salafia: Q. Was there any company that the defendant pushed for in particular as construction administrator? A. Yes. Q. And what was that? A. CAP, Construction Advocacy Professionals. Tr. 670. Colon: Q. Why -- what was the principal reason why CAP was selected as the CA, as the construction administrator? A. It was a suggested name by Mr. Kosta, by Kosta, when -- in a meeting prior to the selection of the construction administrator. Tr. 749-50. Q. Did, at some point, Mr. Diamantis give you an idea of who he wanted as a construction administrator? A. He mentioned the name which was exceptional in my -- in my experience with him or in meetings I participated in, he had not mentioned any names. But in this case he mentioned the name Antonietta DiBenedetto Roy. Tr. 753. Q. You had an understanding prior to that going out as to who the defendant wanted, correct? A. Correct, yes. Q. And who was that? A. Antonietta -- CAP which is -- the principal which is Antonietta DiBenedetto Roy.

Count	Date	Substance of False Statement	Sample Evidence
			Tr. 772. Dellaripa: Q. Going into that meeting on Friday, the 13th, what was the most important thing you knew about Antonietta Roy and her firm CAP? A. Well, I knew that's who Kosta wanted to be the construction administration on the Bulkeley project. Tr. 1118. Q. All right. So the fact that it's woman-owned and the fact the size of the firm aren't the real reasons. What is the real reason? A. Kosta wanted CAP to be the CA. Tr. 1124.
11	August 29, 2023	When confronted with the statement that "the [Tolland] superintendent said he was pressured to select CAP" as construction administrator (or "CA") on the Birch Grove project, "I didn't care who the CA was, because the CA wasn't going to do anything for me." GX 900D; Tr. 1194–96.	See Count 9 Evidence.
12	August 29, 2023	Diamantis "did not recommend D'Amato" for the Birch Grove project. GX 900E; GX 900F; Tr. 1196–97.	Willett: Q. If you didn't invite D'Amato Construction there, who did you understand had invited them? A. Mr. Diamantis. Tr. 705. Q. But who picked D'Amato Construction for this project? A. Well, I'd say Mr. Diamantis made it clear D'Amato was the one to get us through the woods on this without costing the town any more money or losing us funding or potentially extending into a timeline longer than we could have children, you know, in the building or in a portable. Tr. 708–09.

Count	Date	Substance of False Statement	Sample Evidence
13	September 19, 2023	Diamantis did not “encourage [Roy] to reach out to [his daughter] for a job” at CAP. GX 901B; Tr. 1201.	Roy: Q. Okay. And how did you find out about his daughter? A. When I called Mr. Diamantis, I had asked him if he knew anybody in the construction industry who had any experience, I was looking for some help. He had mentioned his daughter and then gave me another young lady’s name. Tr. 394. A. Mr. Diamantis was quite adamant that his daughter was going to do a great job and work for me. He was pushing that she needed a part-time job and to pay off college loans. Tr. 396.
15	December 8, 2023	Diamantis never helped any business obtain work related to school construction projects. Tr. 1014–15.	<i>See</i> Counts 9, 10, 12 Evidence. When Monarca complained to Duffy that “[w]e paid [Diamantis] 35k” but “[w]e got 0,” and Duffy responded, “[w]ithout him we wouldn’t be at weaver 2 or got the contract Weaver 4.” GX 18 at 2–3. Duffy wrote to Diamantis, “Please make sure That vote tonight goes to us for [Weaver] Phase 4. Talk to your guy.” GX 8 at 5. Diamantis then confirmed, “I did already.” GX 8 at 6. Diamantis took credit for having swung the decision on Weaver Phase 4 in Acranom’s favor, writing, “It took a lot of work Trust me[.]C a called me lots of calls.” GX 10 at 3.

Count	Date	Substance of False Statement	Sample Evidence
			Butkus wrote to the Weaver Project team: “[A]ttempts to convince those with the ‘power of the purse’ at OSCGR that the risks to quality of product and possibly to project schedule outweigh the additional cost of awarding the Phase 4 work to the second lowest bidder, as the ‘lowest qualified, responsive and responsible’ bidder, have been rebuffed.” GX 122. Butkus, interpreting his comment in GX 122: “The attempts to convince [Diamantis] that the cost of the second lowest bidder versus the benefit of having somebody who had—presumably starting off with a clean slate and better quality than with the difficulties we’d had with Acranom. We were basically trying to sell the cost-benefit analysis and we were turned down.” Tr. 814. Duffy: “I received a call from Kosta explaining to me that this Birch Grove School was crumbling and was going to be demolished and rebuilt, and if Acranom wanted to do the masonry work, that he would see to it that we would be involved as the mason.” Tr. 142.
16	December 8, 2023	Diamantis was not involved in the hiring process for general contractor, construction manager, architect, or subcontractor on any school construction projects, including at Birch Grove, Bulkeley, and Weaver. Tr. 1015–17.	See Counts 9–15 Evidence.
17	December 8, 2023	The OSCGR staff, rather than Diamantis, suggested Tolland hire a construction administrator for the Birch Grove project. Tr. 1017–18.	Willet: Q. ... So whose idea was it to hire a construction administrator on Birch Grove? A. Mr. Diamantis. The situation was complex, a lot of things had to happen very quickly. And essentially, it was

Count	Date	Substance of False Statement	Sample Evidence
			without a construction administrator, things would get fouled up. Q. Is that what he told you? A. Yes. Tr. 713.
18	December 8, 2023	Tolland's Superintendent of Schools recommended D'Amato Construction for the Birch Grove project. Tr. 1018–19.	See Count 12 Evidence.
19	December 8, 2023	Diamantis did not suggest CAP as a construction administrator on the Bulkeley project. Tr. 1019–20.	See Count 10 Evidence.
20	December 8, 2023	Acranom did not receive special treatment on the Weaver project. Tr. 1020–21.	See Count 15 Evidence.
21	December 8, 2023	Payments from Roy to Diamantis were for legal work he performed for CAP, rather than donations or bribes. Tr. 1021–22.	Roy: Q. Other than acceding to the defendant's requests for payment, did you have any other personal business with the defendant that you were paying him for? A. No. Q. Do you have a legal services agreement with him where you were paying him \$1500? A. No. Q. Why were you paying the defendant over and over again? A. He was consistently calling me for money. Q. And why did you give it to him then? A. Because I was afraid of losing work. Tr. 458.
22	December 8, 2023	Diamantis did not receive payment from any business working on the Birch Grove, Bulkeley, or Weaver projects, including Acranom. Tr. 1022–25.	Duffy: Q. ... Did you pay him for his assistance in helping to resolve Weaver Phase 2? A. Yes. Tr. 85.

Count	Date	Substance of False Statement	Sample Evidence
			Q. Okay. Did the defendant provide you with assistance in obtaining the contract on Phase 4 and resolving the issues you just described? A. Yes. Q. And did Acranom again pay the defendant for that assistance? A. Yes. Tr. 86–87 Q. And then it says, “The deal was the contract sum plus the rate.” What’s the deal? A. That was the agreement that we were going to pay him “X” amount of dollars for the Tolland school. Q. Pay who? A. Acranom was going to pay Kosta. Q. For what? A. For getting the job. Tr. 155 Q. Did you meet the defendant at the Capital Grille in Hartford? A. Yes. Q. Why did you meet him? A. I meet him to give him a payment. Tr. 209. Roy: Q. And what was the nature of those conversations about his interest in having you on the [Bulkeley] project? A. Mr. Diamantis had told me he had created the construction administrator position on that project. Q. For what? A. For us to be on it. Tr. 436. Q. And now this [contract] that you signed with Hartford in April of 2020, correct? A. That is correct. Q. In these periods of time, in other words, 2019 and 2020, were you continuing to get requests from Mr. Diamantis for money?

Count	Date	Substance of False Statement	Sample Evidence
			A. Yes. ... Q. And were there other times when you did give him money? A. Yes. Tr. 440. GX 600B and GX 600C: Summarizing payments from Roy or CAP to Diamantis or his daughter.

PSR ¶ 49.

II. Sentencing Guidelines

The Government agrees with the Probation Office’s Sentencing Guidelines calculation, PSR ¶¶ 50–104, which is also not challenged by Diamantis, *see* Def. Mem. 4.

Group One: All substantive bribery-related counts are grouped together pursuant to U.S.S.G. § 3D1.2(d), as they are all covered by § 2C1.1. That includes the parts of Counts One and Two charging extortion under color of official right and Counts Three and Four charging bribery. The conspiracy counts—Counts Five and Six charging conspiracy to commit extortion under color of official right and Counts Seven and Eight charging conspiracy to commit bribery—are likewise grouped with the substantive offenses. U.S.S.G. § 3D1.2 cmt. n.6. Moreover, the offense level for a calculation under the conspiracy guideline, § 2X1.1, will be the same as under § 2C1.1 because none of the special circumstances under § 2X1.1(b) apply. And this group would also include the false statements convictions, pursuant to § 3D1.2(c) and § 3C1.1 cmt. n.8. The calculation for this group is as follows:

- a) The base offense level is 14 because Diamantis was a public official. U.S.S.G. § 2C1.1(a)(1).

- b) Two (2) levels are added because the offense involved more than one bribe. U.S.S.G. § 2C1.1(b)(1).
- c) Eight (8) levels are added because the amount of the payments was greater than \$95,000. U.S.S.G. §§ 2C1.1(b)(2), 2B1.1(b)(1)(E).
- d) Four (4) levels are added because the offense involved a “public official in a high-level decision-making or sensitive position.” U.S.S.G. § 2C1.1(b)(3).
- e) Two (2) levels are added because Diamantis “was an organizer, leader, manager, or supervisor in any criminal activity.” U.S.S.G. § 3B1.1.
- f) Two (2) levels are added pursuant to § 3C1.1 because “the defendant willfully obstructed or impeded, or attempted to obstruct or impede, the administration of justice with respect to the investigation, prosecution, or sentencing of the instant offense of conviction, and ... the obstructive conduct related to ... the defendant’s offense of conviction and any relevant conduct.” This enhancement is based both on Diamantis’s false statements as well as his perjured testimony. PSR ¶¶ 55–56.
- g) The total offense level for Group One is thus 32.

Group Two: This covers the part of the defendant’s conviction of Count One that charges extortion by wrongful use of fear as to Acranom. PSR ¶¶ 85–90.

- a) The base offense level is 18. U.S.S.G. § 2B3.2, cmt. n. 2, 3.
- b) Two (2) levels are added under § 2B3.2(b)(2) and § 2B3.1(b)(7) because the amount demanded was greater than \$95,000.
- c) Two (2) levels are added pursuant to § 3C1.1 because “the defendant willfully obstructed or impeded, or attempted to obstruct or impede, the administration of justice with respect to the investigation, prosecution, or sentencing of the instant offense of conviction, and ...

the obstructive conduct related to ... the defendant's offense of conviction and any relevant conduct."

d) The total offense level for Groups Two is thus 22.

Group 3: This covers the part of the defendant's conviction of Count One that charges extortion by wrongful use of fear as to Acranom. PSR ¶¶ 85–90.

a) The base offense level is 18. U.S.S.G. § 2B3.2, cmt. n. 2, 3.

b) One (1) level is added under § 2B3.2(b)(2) and § 2B3.1(b)(7) because the amount demanded was greater than \$20,000 but less than \$95,000.

c) Two (2) levels are added pursuant to § 3C1.1 because "the defendant willfully obstructed or impeded, or attempted to obstruct or impede, the administration of justice with respect to the investigation, prosecution, or sentencing of the instant offense of conviction, and ... the obstructive conduct related to ... the defendant's offense of conviction and any relevant conduct."

d) The total offense level for Groups Three is thus 21.

Grouping: Applying § 3D1.4, because each of Groups Two and Three is 9 or more levels less serious than Group One, they do not increase the applicable offense level.

Diamantis is in Criminal History Category I. The Zero-Point offender reduction does not apply because of the aggravated role adjustment. U.S.S.G. § 4C1.1(a)(10). An offense level of 32 with a Criminal History Category I results in an advisory range of 121 to 151 months imprisonment and a \$35,000 to \$350,000 fine.

III. Sentencing Factors

Consideration of the Guidelines and the statutory factors in 18 U.S.C. § 3553(a) demonstrate that Diamantis’s crimes warrant a Guidelines term of imprisonment.

A. Seriousness of the Offense, Respect for the Law, and Just Punishment

By far the most significant consideration that calls for a substantial punishment in this case is the seriousness of the offense. Diamantis’s principal crime was a years-long, brazen breach of public trust by a senior state official who used his government office to line his own pockets by extorting businesspeople bidding to provide valuable services to state taxpayers on multimillion-dollar school construction contracts. Several factors in particular weigh in favor of a substantial prison sentence.

First, Diamantis’s crime is serious because of its persistence and sheer duration. This was not a one-off error in judgment—which, in any event, would have been very serious for a senior state official exploiting his office for personal gain. Instead, Diamantis persevered over more than three years and through countless text messages, phone calls, and meetings to demand money in return for the economic favors he offered and delivered to both CAP and Acranom. The PSR summarizes dozens of instances where Diamantis harassed Duffy and Monarca to pay him for helping Acranom keep or obtain state contracts. Similarly, Antonietta Roy testified to the “constant pressure from the phone calls to take care of my daughter,” Tr. 444, that ultimately compelled her to pay Diamantis’s daughter undeserved salary and bonuses in order to compensate Diamantis for his assistance and prevent CAP from losing work. Ms. Roy also explained that Diamantis called at least once a month asking for money for himself. Tr. 440.

Second, Diamantis’s crime was a fundamental betrayal of trust placed in him by the State of Connecticut. He oversaw the administration of hundreds of millions of dollars in state taxpayer

money that was earmarked to fund school construction. *See, e.g.,* Tr. 754–55, 1372–73, 1499. Diamantis’s official position vested him with almost unfettered power to dictate how that taxpayer money would be spent, with the expectation that he would wield his power in the public interest. Instead, he chose to line his own pockets, knowing it would come at the expense of the taxpayers and the public fisc he was duty-bound to protect. Diamantis did not just solicit a \$70,000 bribe from Acranom in exchange for the Birch Grove project, but also explicitly contemplated that Acranom would pass that cost onto taxpayers by adding \$70,000 into the amount being billed to the project and reimbursed by the state. *See* GX 308 (“Doesn’t matter end of day you gone add 70.”); Tr. 238 (Duffy testifying they would add the \$70,000 to the final bid amount); Tr. 941 (Monarca: “The real deal was that Kosta told John to put 70,000 on the job and don’t worry about how big the masonry job was.”). Similarly, he engineered CAP’s hiring on the Bulkeley Project, costing the state \$1.769 million, despite the professionals’ consensus that CAP’s role was duplicative of the more experienced Arcadis O&G which was already on the job. PSR ¶ 41. Making matters worse, Diamantis forced the choice of CAP despite the fact that it was not even the low-cost bidder for the unnecessary position. PSR ¶ 42.

Third, the defendant’s crime exploited and corrupted a basic state obligation to provide equal access to education across the state, regardless of a town or city’s economic resources. Without question, the onus to build schools and educate children falls to the states and, generally, the municipalities within those states. Historically the principal source of school funding has been the municipal property tax. However, the Connecticut Supreme Court decided decades ago that a system reliant “primarily on a local property tax base without regard to the disparity in the financial ability of the towns to finance an educational program and with no significant equalizing state support,” could not pass muster under the state constitution. *Horton v. Meskill*, 172 Conn. 615,

649–50 (1977). As a result, and as Diamantis himself testified to at trial, *see* Tr. 1331–32, Connecticut has developed a system that requires the state to help pay for construction and renovation at a substantially higher rate, up to 80%, in poorer towns and cities. That rate was, from time to time, increased beyond that 80% by legislation. For example, the rate of reimbursement for the Birch Grove emergency project was 89% for the school and 100% for portable classrooms, Tr. 725, and Hartford received 95% for its major projects between 2018 and 2021, Tr. 665. Diamantis, as the head of OSCGR, became the steward of those state funds and the gatekeeper for municipalities looking to build or renovate schools. *See, e.g.*, Tr. 389–90, 816. On top of that, there were certain circumstances, like the emergency project at Birch Grove, that afforded him even more autonomy in deciding how to spend state funds; because there was no competitive bidding, Diamantis was able to dictate who was awarded critical contracts. *See, e.g.*, Tr. 142. In short, Connecticut’s school construction funding system left less-affluent districts and those otherwise in urgent need vulnerable to Diamantis’s corrupt schemes. Plainly, it was no accident that he targeted schools in poorer districts and under emergency conditions—that was where the state money was.

Fourth, Diamantis’s exploitation of the poorer and most vulnerable districts meant that those districts would be disproportionately subjected to contractors hired based on whether they were paying Diamantis, rather than purely for the quality and price of their work. For example, he forced Hartford to hire Acranom for Phase IV of the Weaver Project even though Hartford’s project team was in agreement that Acranom’s work on Phase II was so shoddy that they should not be given new work. Tr. 569–70 (“the quality of work was so bad that a lot of work had to be redone which takes time and affects other trades”), 619–21, 810–15; GX122. Because Diamantis had complete authority over whether an expense would be reimbursed, Hartford had no choice but

to succumb to pressure from him over whom to award the contract. Tr. 1110. Thus, the students of Hartford ended up with shoddy masonry because Diamantis was extorting money from the mason.

Fifth, Diamantis took advantage of and corrupted contractors looking to obtain work on Connecticut schools. When he first approached Roy for payment, Diamantis knew that she and CAP were new to the school construction industry and that Roy looked to him for advice and guidance. Diamantis exploited a massive power imbalance between himself and Roy to “create[] an atmosphere of fear,” Tr. 504, allowing him to solicit money for himself and his daughter, and causing Roy to acquiesce because Diamantis controlled the spigot of school construction money in Connecticut. While Duffy and Monarca were industry veterans, their relationship with Diamantis was likewise imbalanced, in that they knew he was the gatekeeper to school construction work. As with Roy, Diamantis harassed Duffy and Monarca for money, repeatedly making it clear that he expected to be paid to give them work. *See, e.g.*, PSR ¶¶ 20–21, 25, 28–29. Diamantis did not just solicit bribes from Acranom, he aggressively threatened to pull business from Acranom when he felt he was not paid on time. PSR ¶ 30.

Sixth, the seriousness of the crime is exacerbated by the willfulness Diamantis displayed throughout his scheme. As the trial made obvious, Diamantis—an attorney who had practiced criminal law—knew that what he was doing was unethical and illegal. In his dealings with Acranom, he and Duffy repeatedly referred to bribes using codes like “birthday card, keep the score, pars and birdies and ... pints.” Tr. 267; *see also* Tr. 250 (Duffy explaining that he used the code “birthday” in order to “be discreet and not reveal it in written text”). In the course of texting about the bribes he believed Acranom owed, Diamantis told Duffy to “erase this shit.” GX 34 at 4. In fact, Duffy did erase the messages. Tr. 371. With CAP, Diamantis solicited Roy for money

to make a supposed “donation,” even though he provided Roy no documentation and Roy did not actually believe that was what he was doing with the money. Tr. 414–15, 446.

B. Adequate Deterrence and Protection of the Public

It seems unlikely—but not impossible—that Diamantis poses a substantial risk to reoffend. At a minimum, his conviction here and the attendant publicity surrounding his criminal activity will almost certainly deter any agency, public or private, from giving Diamantis discretionary authority over large sums of money.

That said, Diamantis’s continued insistence, in the face of overwhelming documentary evidence to the contrary, that he has done nothing wrong points to a serious flaw in his own moral and ethical calculus, which merits significant consideration by the Court. Diamantis first gave his denials in the three law enforcement interviews that were the subject of the false statements counts, in which he denied any influence over the award of school construction contracts or having accepted any money from a contractor to use his influence. PSR ¶ 49. Then, at trial, he repeated those denials, even when confronted directly with the contradictory evidence. PSR ¶ 56. Even now, in anticipation of sentencing, Diamantis has offered no acknowledgment of responsibility for his crimes. While entitled to go to trial and put the Government to its proof, Diamantis’s decision to offered brazenly false testimony to the Court and the jury strongly suggests a profound lack of remorse, making it difficult to believe that he would not offend again if presented with the opportunity.

Even if specific deterrence is not a significant consideration, the Court should also strongly consider general deterrence. Crimes by public officials are particularly susceptible to general deterrence because “[b]ribery is a premeditated crime—those tempted to sell out the public have plenty of time to weigh the risks and rewards before doing so.” *United States v. Arroyo*, 75 F.4th

705, 709 (7th Cir. 2023). A Guidelines sentence sends an important message to another public official tempted to use their office for personal gain, namely, that the consequences will not just be the loss of office and reputation, but substantial loss of liberty as well. A non-custodial sentence for a corrupt public official, on the other hand, sends the exact opposite message. *See United States v. Morgan*, 635 F. App’x 423, 450 (10th Cir. 2015) (“Properly considering general deterrence, we fail to see how a non-custodial sentence would deter public officials from soliciting bribes.”). Indeed, considering the calculus of a rational public official, “[g]eneral deterrence comes from a probability of conviction and significant consequences. If either is eliminated or minimized, the deterrent effect is proportionately minimized.” *Id.* If anything, as the PSR and Diamantis acknowledge, the proposed Guidelines calculation is conservative, Def. Mem. at 4, and likely underrepresents the seriousness of these crimes.

C. History and Characteristics of the Defendant

In his sentencing memorandum, Diamantis devotes a large part of his argument to his personal circumstances, including prior public service, Def. Mem. at 7, collateral consequences of his conviction, including his alleged indigency, Def. Mem. at 7–8, and his age and “lack of physical dangerousness,” Def. Mem. at 7, 9. The Government agrees that the Court should consider these factors in reaching the appropriate sentence. However, it is less obvious that they explain Diamantis’s conduct or eliminate the need for a substantial prison sentence.

First, nothing about Diamantis’s history of public service necessarily points towards a more lenient sentence for having engaged in a three-year scheme to exploit government office for personal gain. While he refers to himself as a “military veteran,” Def. Mem. at 7, the PSR clarifies that Diamantis served less than a month in Officer Candidate School before being honorably discharged due to a knee injury. PSR ¶ 153. Diamantis served in various state offices, including

as a state legislator for more than a decade, in addition to maintaining a private law practice at times, PSR ¶¶ 142–50, and self-reports various volunteer activities, PSR ¶ 152. Neither his memorandum nor the PSR set out with any specificity the precise good works as a legislator or bureaucrat that Diamantis believes counteracts the seriousness of his betrayal of his office and the taxpayers. If anything, his long history of service suggests that Diamantis was acutely aware of his obligation as a public official to serve the citizens, making his crime all the more willful.

Second, the collateral consequences of Diamantis’s conviction—including loss of reputation and career, financial difficulties, and diminished future earning potential, Def. Mem. at 8—are all of his own making and attach to this defendant no differently from any other public official who makes similarly predatory choices. *C.f. Koon v. United States*, 518 U.S. 81, 110 (1996) (in evaluating departure in a civil rights prosecution, holding “we must conclude it is not unusual for a public official who is convicted of using his governmental authority to violate a person’s rights to lose his or her job and to be barred from future work in that field. Indeed, many public employees are subject to termination and are prevented from obtaining future government employment following conviction of a serious crime, whether or not the crime relates to their employment.”). Moreover, many of these consequences would have existed for Diamantis regardless of this conviction; his removal from state service long preceded his arrest and conviction. His financial difficulties were as much a motive for his criminal conduct as they were a consequence, as Diamantis complained repeatedly about his financial obligations to justify seeking money from Duffy and Monarca. *See* GX 21B (“I had to eliminate Juliana’s tuition account and not pay the last payment on the wedding.”), GX 28 (“Just approved 60k in change orders weaver for you guys. Plus rain labor. And I can’t pay my mortgage. Due today.”). Those financial difficulties, in turn, appear to be a function of Diamantis’s own lifestyle choices. For

example, rather than put his daughter in a public school, Diamantis solicited money from state contactors to fund her private school education. *See* GX 56; *see also* GX 21B (reference to daughter's tuition account). Indeed, Diamantis was well paid as the OSCGR administrator and deputy secretary of OPM, certainly sufficient to live comfortably under normal circumstances and without resort to corrupt deals. And regular travel to Greece, along with repeated requests throughout the course of this case to travel to Greece with family for as long as six weeks, belie Diamantis's current claims of destitution. Doc. 25, 49, 52, 54, 57.

Third, Diamantis's claim that his age (70) and "lack of physical dangerousness" warrant a non-custodial sentence ring hollow under these circumstances. This defendant is hardly "elderly," as he claims, and he reports no substantial medical issues that might otherwise counsel against prison time. The Court can make its own observations, but Diamantis certainly appeared energetically engaged in his own defense, and betrayed no frailty either in the courtroom or during periodic comments to the media before, during, and after the trial. Moreover, Diamantis's lack of physical dangerousness is entirely irrelevant—he is being punished for his assault on good government, which standing alone warrants substantial penalty.

IV. Additional Responses to Defense Arguments

In addition to his personal history and circumstances, as discussed above, Diamantis's memorandum otherwise focuses on the sufficiency of alternatives to incarceration, such as "home detention [and] restrictions on employment" that he claims would "publicly mark the seriousness of the offenses while permitting Mr. Diamantis to remain responsible for his basic needs and lawful obligations." Def. Mem. at 8; *see also* Def. Mem. at 11. But, as discussed above, a non-custodial sentence, or even a sentence below the Guidelines, would undermine the rule of law and the seriousness with which the courts and the public should view Diamantis's breach of public trust.

While Diamantis laments the length of sentence suggested by the Guidelines calculation, even that range likely understates the seriousness of his crime. The proposed calculation applies U.S.S.G. § 2C1.1(b)(2) and uses the lesser figure of amount of the bribes paid to Diamantis rather than the potentially larger value of the benefit received from Diamantis. While the value of the benefit received by Acranom and CAP is likely far greater than the value of their bribe payments, the Government lacks sufficiently specific information to advance the use of that larger figure. See U.S.S.G. § 2C1.1(b)(2) (referring to the “value of the payment, the benefit received or to be received in return for the payment”). Acranom received a \$3,034,000 contract for Weaver Phase 4 (GX 124), a \$2,880,445 contract for the Birch Grove Project (GX 309), and a \$300,000 payout for settling the claim on Weaver Phase 2 (GX 148). CAP received \$530,000 in contracts for the Birch Grove Project (GX 305; GX 307), a \$1,769,050 contract for the Bulkeley Project (GX 524), and a \$65,620 owner’s representation agreement with New Britain (GX 414). CAP also received a contract with New Britain for \$115 per hour for its help closing out school construction projects (GX 402), although the Government does not know how many hours were paid under that contract. In total, then, Acranom and CAP received at least \$8,579,115 in contracts as a result of Diamantis’s corrupt influence. However, the Government has not been able to obtain reliable information to determine the gross profit margin on these contracts. See U.S.S.G. § 2C1.1 cmt. n.3 (“The value of ‘the benefit received or to be received’ means the net value of such benefit.”); *United States v. Landers*, 68 F.3d 882, 885 (5th Cir. 1995) (defining “net value” as “gross profit,” that is, without deducting indirect costs); *c.f.*, *United States v. Glick*, 142 F.3d 520, 525 (2d Cir. 1998) (defining net value as gross profit in analogous § 2E5.1 guideline for bribery in relation to employee welfare or pension benefit plans). Gross margin in the commercial masonry business can be as much as 25–40%. See Construction Profit Margins by Trade, October 31, 2025, Projul, available at

<https://projul.com/blog/construction-profit-margins-guide/> (last accessed September 10, 2026). Even if gross profits were only 10%, the value of the improper benefit would be approximately \$857,911, which would result in a 14-point enhancement rather than the eight points the PSR suggests Diamantis should receive. While the Government is not advocating use of an alternative calculation, in assessing the § 3553(a) factors, the Court may wish to consider that the Guidelines could—and likely ought to be—substantially higher.

In any event, because the Government and PSR employ the most conservative possible Guidelines loss calculation, Diamantis’s critique that the Guidelines overemphasize loss falls flat. *See United States v. Corsey*, 723 F.3d 366, 377 (2d Cir. 2013) (Underhill, J. concurring). Instead, the Guidelines range here evenly reflects each of the aggravators, in addition to the size of the bribes and the benefits delivered, that make Diamantis’s crimes so serious—he is a public official, he took many bribes, he was in a high-level decision-making position, he was the organizer of two different corrupt schemes, and he lied and obstructed the investigation into his conduct.

V. Conclusion

For the reasons stated above, the Government urges the Court to sentence Diamantis to a Guidelines term of imprisonment commensurate with the seriousness of his crime.

Respectfully submitted,

DAVID E. NOVICK

Attorney for the United States, Acting under
Authority Conferred by 28 U.S.C. § 515

/s/

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CERTIFICATE OF SERVICE

This is to certify that on September 10, 2026, a copy of the foregoing Memorandum was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail on anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/

DAVID E. NOVICK
ASSISTANT UNITED STATES ATTORNEY

Exhibit 4

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

UNITED STATES OF AMERICA	)	CRIMINAL No.
PLAINTIFF	)	
	)	3:24-CR-00108 (SRU)
VS.	)	
	)	
KONSTANTINOS DIAMANTIS, AKA "KOSTA"	)	
DEFENDANT	)	SEPTEMBER 4, 2026

DEFENDANT'S SENTENCING MEMORANDUM

Defendant Konstantinos Diamantis respectfully submits this memorandum in advance of sentencing. The advisory Sentencing Guidelines call for imprisonment of 121 to 151 months. PSR ¶ 162. That range is an important consideration, but it does not account adequately for Mr. Diamantis's age, history, present circumstances, financial ruin, loss of his profession and public standing, negligible risk of recidivism, or the severe collateral consequences he has already experienced.

Mr. Diamantis does not minimize the seriousness of the jury's verdict or his breach of the public trust. He asks the Court, however, to impose an individualized sentence based on all the circumstances rather than treating the advisory range as presumptively appropriate. A non-custodial sentence, coupled with rigorous conditions of supervision, would impose substantial punishment while addressing deterrence, public protection, and rehabilitation.

I. Governing Sentencing Principles

The Sentencing Guidelines are advisory, not mandatory. The Court must begin by correctly calculating the applicable range, but it must then make an independent assessment of the sentence warranted under 18 U.S.C. § 3553(a). *United States v. Booker*, 543 U.S. 220, 261 (2005). A Guidelines sentence is not presumptively reasonable at the district-court level, and the Court must determine what sentence is appropriate for the individual defendant and offense before it. *United States v. Dorvee*, 616 F.3d 174, 183 (2d Cir. 2010).

The Court therefore has broad discretion to decide the appropriate punishment for this defendant and these offenses. *United States v. Savoca*, 596 F.3d 154, 160 (2d Cir. 2010). That discretion requires meaningful consideration of the advisory range, but it also permits the Court to conclude that the range gives excessive weight to particular offense characteristics or insufficient weight to circumstances bearing directly on punishment, deterrence, incapacitation, and rehabilitation. *United States v. Powell*, 249 F. Supp. 3d 617, 621 (E.D.N.Y. 2017); *United States v. Cavera*, 550 F.3d 180, 196 (2d Cir. 2008).

The controlling substantive command is the parsimony clause: the Court must impose a sentence “sufficient, but not greater than necessary” to accomplish the purposes identified in § 3553(a)(2). *Holguin-Hernandez v. United States*, 589 U.S. 169, 175 (2020). The Second Circuit treats that principle as the lodestar of federal sentencing. *United States v. Pollock*, 139 F.4th 126, 145 (2d Cir. 2025). The inquiry is holistic and individualized; the Court may assign weight to each statutory consideration based on the totality of the circumstances and its firsthand assessment of the defendant. *United States v. Johnson*, 567 F.3d 40, 51 (2d Cir. 2009); *United States v. Cavera*, 550 F.3d 180, 196 (2d Cir. 2008).

The Court must consider:

1. The nature and circumstances of the offense and Mr. Diamantis's history and characteristics, 18 U.S.C. § 3553(a)(1);
2. The need for the sentence to reflect the seriousness of the offense, promote respect for the law, and provide just punishment, id. § 3553(a)(2)(A);
3. The need to afford adequate deterrence, id. § 3553(a)(2)(B);
4. The need to protect the public from further crimes by Mr. Diamantis, id. § 3553(a)(2)(C);
5. The need to provide educational or vocational training, medical care, or other correctional treatment effectively, id. § 3553(a)(2)(D);
6. The kinds of sentences available, id. § 3553(a)(3);
7. The advisory Guidelines range and pertinent policy statements, id. § 3553(a)(4)–(5);
8. The need to avoid unwarranted sentencing disparities, id. § 3553(a)(6); and;
9. The need to provide restitution to any victims, id. § 3553(a)(7).

The extent of the requested variance makes a complete explanation especially important. In a serious economic-crime case, a substantial variance to a noncustodial sentence must be supported by a thorough and persuasive explanation addressing punishment, deterrence, and sentencing disparities. *United States v. Negroni*, 638 F.3d 434, 446 (2d Cir. 2011). Mr. Diamantis accordingly does not rely on any single mitigating circumstance. His request rests on the combined force of his age, lack of physical dangerousness, loss of the position that enabled the conduct, financial ruin, loss of professional status, diminished earning capacity,

family circumstances, and the limited additional sentencing value of a decade or more in prison.

II. Advisory Guidelines Calculation and Financial Circumstances

Mr. Diamantis has reviewed the Presentence Report with counsel and does not challenge its Guidelines calculations. The resulting advisory range is 121 to 151 months of imprisonment. PSR ¶ 162. Although the Government could have advocated a more aggressive loss-amount theory, that approach likely would have required post-trial evidentiary proceedings. The range ultimately calculated in the PSR remains substantial.

The Guidelines calculation does not end the sentencing inquiry. Even when a court correctly calculates the range, it may not presume that a sentence within that range is reasonable for the defendant before it. *United States v. Dorvee*, 616 F.3d 174, 183 (2d Cir. 2010). The Guidelines are one statutory consideration among several, and the Court must determine independently whether the imprisonment they recommend is greater than necessary to accomplish the purposes of sentencing. *United States v. Powell*, 249 F. Supp. 3d 617, 621 (E.D.N.Y.2017).

The PSR further concludes that Mr. Diamantis cannot pay a fine within the advisory range. PSR ¶ 160. He therefore respectfully requests that the Court impose no fine. His negative net worth, outstanding tax obligations, consumer debt, encumbered residence, loss of earning capacity, and pending legal expenses confirm that a fine would not serve a realistic punitive or compensatory purpose.

The PSR estimates the annual cost of incarceration at \$51,711. PSR ¶ 177. Cost alone does not determine a lawful sentence. It is relevant, however, when the purposes of punishment can be achieved through less restrictive alternatives. The

principle of parsimony should apply to the duration and necessity of imprisonment, not merely to the overall sentence.

III. A Non-Incarceratory or Substantially Below-Guidelines Sentence Is Sufficient

Mr. Diamantis is now seventy years old and effectively impecunious. His convictions have brought about the collapse of his professional, financial, and public life. He has relinquished his law license. His career in public service has ended. His residence has little or no equity and is encumbered by a mortgage, a line of credit, and other debt. He owes money to the Internal Revenue Service and the Connecticut Department of Revenue Services and carries substantial consumer debt. His net worth is negative. PSR ¶ 154.

Mr. Diamantis also faces a second trial in December, 2026. Because of his indigency, counsel has been invited to seek compensation under the Criminal Justice Act. If incarcerated, he will have no meaningful opportunity to rebuild his finances. His state pension is likely to be forfeited, and his Social Security income—approximately \$2,600 per month—will cease during a qualifying period of incarceration and resume only after his release. At an advanced age and without a law license or public position, his prospects for future employment are slight.

His family circumstances offer little financial security. Mr. Diamantis is unmarried, and his children presently cannot commit to providing long-term shelter and care. His youngest child continues to depend on him for support and care while struggling to establish her own financial independence. A lengthy sentence would likely return Mr. Diamantis to the community at a greatly advanced age, without assets, a profession, stable income, or a dependable support structure.

These circumstances do not erase the offenses. They do, however, bear directly on the amount of punishment necessary, the likelihood of recidivism, the need for incapacitation, and the practical consequences of a lengthy prison term.

A. The Nature and Circumstances of the Offenses Are Serious, but the Court Must Assess Them in Their Full Context

The jury found that Mr. Diamantis and cooperating witnesses participated in mutually beneficial financial arrangements through which Mr. Diamantis used his position of trust and governmental authority to provide vendors and contractors access to public programs and funding. The trial testimony offered a dispiriting view of handshakes, meals, informal understandings, and transactional communications surrounding the allocation of public work.

The conduct constituted a serious breach of public trust.

Mr. Diamantis does not contend that the absence of violence makes corruption harmless. Public corruption damages confidence in government and warrants meaningful punishment. Nevertheless, these offenses did not involve violence, weapons, threats, or physical injury. The distinction matters when the Court assesses incapacitation, correctional needs, and the severity of punishment required.

The Court should also distinguish between recognizing the seriousness of the offenses and assuming that the advisory range is the only sentence capable of expressing that seriousness. A judgment of conviction, stringent supervision, financial restrictions, community service, home detention, and the permanent loss of professional and public standing are substantial sanctions. The Court can acknowledge the gravity of the verdict without imposing a term exceeding ten years.

B. Mr. Diamantis's History and Characteristics Support a Major Variance

Mr. Diamantis is a military veteran, a former state legislator, a former attorney, and a former senior member of the administration of Governor Ned Lamont. Those accomplishments do not excuse the misuse of public authority. Indeed, his status made the breach of trust more serious. But § 3553(a)(1) requires consideration of the whole person, not solely the conduct underlying the conviction.

For much of his adult life, Mr. Diamantis served in the military, law, elected office, and state government. The sentence should reflect both the seriousness of his offenses and the entirety of the life in which they occurred.

Mr. Diamantis's age is particularly relevant when considered with his changed circumstances. Courts may account for advanced age when assessing a defendant's likelihood of reoffending and the need for incapacitation. Age and physical condition are part of the defendant's history and characteristics and may support a variance even if they do not justify a formal Guidelines departure. *United States v. Tosti*, 733 F.3d 816, 824 (2d Cir. 2013).

Mr. Diamantis no longer holds public office, governmental authority, or a law license. He has lost the access and professional position that made the conduct possible. His age, changed circumstances, and permanent removal from positions of public trust make repetition of similar conduct highly unlikely.

C. Financial Ruin and Other Collateral Consequences Contribute to Just Punishment

A defendant's loss of professional credentials, pension benefits, employment, and standing may properly inform the Court's assessment of just punishment and deterrence.

Here, the consequences are extensive and lasting:

1. Mr. Diamantis has relinquished his law license;
2. His public career and professional reputation have ended;
3. His net worth is negative. PSR ¶ 154;
4. His residence is heavily encumbered;
5. He owes federal and state taxes and substantial other debt;
6. His ability to earn future income is severely diminished;
7. His pension is likely to be forfeited.

These consequences are not offered as a substitute for the Court's judgment. Nor does Mr. Diamantis claim that professional embarrassment alone warrants leniency. Rather, they form part of the real punishment already produced by the prosecution and convictions. Because § 3553(a) requires a sentence no greater than necessary, the Court may consider whether additional years of imprisonment would add proportionate punitive value after these irreversible losses.

A demanding noncustodial sentence would remain punitive. Probation or supervised release may include home detention, restrictions on employment and financial activity, community service, reporting requirements, and other conditions reasonably related to the statutory purposes of sentencing. Such restrictions would publicly mark the seriousness of the offenses while permitting Mr. Diamantis to remain responsible for his basic needs and lawful obligations.

D. General Deterrence Requires a Serious Sentence, but Not Necessarily a Decade of Imprisonment

General deterrence is important in public-corruption and economic-crime cases because such offenses may involve deliberation and calculation. Mr.

Diamantis does not ask the Court to disregard that consideration. He asks the Court to determine the marginal deterrent value of the advisory range compared with a severe but substantially lesser sentence.

The public consequences here are unmistakable. A former legislator, attorney, military veteran, and senior state official has been prosecuted, tried, convicted, publicly disgraced, financially ruined, stripped of his profession, and permanently excluded from positions of public trust. Those consequences convey a powerful warning: abuse of governmental authority can destroy a lifetime of professional accomplishment and financial security.

The Second Circuit recognizes that deterrence requires a case-specific judgment and that district courts may evaluate how much punishment is necessary to deter similar conduct. *United States v. Cavera*, 550 F.3d 180, 196 (2d Cir. 2008). The Court therefore need not assume that a 121-month sentence produces materially greater deterrence than a noncustodial sentence with restrictive conditions or a substantially shorter prison term.

At the same time, because a probationary sentence in a serious white-collar case requires a persuasive justification, the Court should expressly connect the requested sentence to the unusual combination of circumstances present here. This is not a request for leniency based merely on social standing, prior professional success, or the ordinary consequences of conviction. It rests on Mr. Diamantis's advanced age, comprehensive financial collapse, permanent loss of the means and opportunity to repeat the conduct, limited future earning capacity, lack of physical dangerousness, and the availability of restrictive sanctions outside prison.

E. Specific Deterrence and Protection of the Public Require Little or No Incapacitation

The relevant inquiry under § 3553(a)(2)(C) is the need to protect the public from further crimes by this defendant. Mr. Diamantis is seventy years old. He no longer holds governmental power or a professional license. His reputation and finances are devastated, and he has no realistic prospect of returning to a comparable position of authority.

The offenses depended on access, relationships, professional standing, and governmental influence that no longer exist. A sentence restricting Mr. Diamantis from public employment, contracting, fiduciary activity, and specified financial dealings would directly address the circumstances connected to the offenses. Financial disclosure and monitoring could provide additional protection.

Accordingly, incarceration is unnecessary to incapacitate Mr. Diamantis. The public can be protected through conditions tailored to the actual risk presented, including:

1. Home detention or location monitoring for a period determined by the Court;
2. A prohibition on holding public office or public employment;
3. Restrictions on lobbying, government contracting, procurement activity, and handling public funds;
4. Restrictions on fiduciary or financial activity;
5. Financial disclosure and monitoring;
6. Community service appropriate to Mr. Diamantis's age and abilities; and
7. Any restitution or payment conditions consistent with his financial capacity.

F. Incarceration Offers Limited Rehabilitative Benefit

Nothing in the current record indicates that Mr. Diamantis requires vocational training or correctional treatment that can be delivered only in prison. At age seventy, he does not need institutional vocational preparation for a new career. His principal needs are maintaining lawful stability, complying with supervision, meeting family responsibilities to the extent possible, and managing the practical consequences of financial ruin.

Community-based supervision would permit the Court to monitor his conduct while requiring accountability. It would also allow Mr. Diamantis to address his basic living expenses rather than returning from a lengthy prison term at an advanced age with no assets or stable housing.

G. Available Alternatives Can Provide Substantial and Visible Punishment

A non-custodial sentence need not be lenient. The Court may construct a sentence that restricts liberty, imposes accountability, protects the public, and reinforces respect for the law. Depending on statutory eligibility and the Court's assessment, appropriate components could include:

1. Probation for the maximum lawful term;
2. Home detention, with location monitoring;
3. Community service tailored to Mr. Diamantis's physical abilities;
4. Restrictions on public employment, government contracting, lobbying, and fiduciary activity;
5. Financial disclosure, monitoring, and limitations on new credit or financial transactions;

6. Restitution consistent with applicable law and Mr. Diamantis's ability to pay;
7. A prohibition against profiting from the offenses; and
8. Any additional conditions reasonably related to deterrence, public protection, and rehabilitation.

These alternatives would preserve Mr. Diamantis's ability to secure housing, meet basic needs, support his youngest child to the extent possible, and comply with financial obligations. They would also avoid the substantial public cost of incarceration identified in the PSR. PSR ¶ 177.

IV. The Requested Sentence Would Not Create an Unwarranted Disparity

Section 3553(a)(6) requires the Court to consider unwarranted disparities among defendants with similar records who have been found guilty of similar conduct. That provision does not require mechanical adherence to the advisory range. The Guidelines promote national consistency, but the statute permits different sentences when material differences among defendants warrant them.

Any comparison should account for the nature of the conduct, loss amount, role, abuse of trust, criminal history, acceptance of responsibility, cooperation, age, health, collateral consequences, and risk of recidivism.

Mr. Diamantis recognizes that he proceeded to trial and is not entitled to benefits reserved for defendants who accept responsibility or cooperate. His request does not depend on treating him as if he had pleaded guilty. It instead asks the Court to consider whether, after accounting for those distinctions, his individualized circumstances make the advisory range greater than necessary.

A substantial variance requires a clear chain of reasoning connecting the mitigating circumstances to the sentence imposed. *United States v. Negroni*, 638

F.3d 434, 446 (2d Cir. 2011). That reasoning is present here: advanced age and the permanent loss of governmental and professional access reduce the need for incapacitation; financial and professional ruin increase the punishment already experienced; restrictive supervision can protect the public; and a judgment incorporating significant liberty restrictions can provide general deterrence without imprisonment exceeding ten years.

V. A Non-Incarceratory Sentence Would Promote Respect for the Law

Respect for the law is advanced by punishment that is serious, transparent, and proportionate. It is not advanced by treating the advisory range as mandatory or by imposing imprisonment beyond what the statutory purposes require. The Court's obligation is to exercise individualized judgment and impose the least severe sentence sufficient to accomplish those purposes.

Mr. Diamantis's offenses involved an abuse of public trust. The sentence must acknowledge that harm. But it should also recognize that he is a seventy-year-old man who has lost his profession, public standing, financial security, and realistic opportunity to regain his former life. A noncustodial sentence with stringent conditions would not restore what he has lost or relieve him of the judgment of conviction. It would subject him to continuing judicial control while reserving incarceration for the extent, if any, that the Court finds genuinely necessary.

VI. No Fine Should Be Imposed

The PSR concludes that Mr. Diamantis cannot pay a fine within the Guidelines range. PSR ¶ 160. His net worth is negative. PSR ¶ 154. He has little or no equity in his residence, substantial secured and unsecured debt, federal and state tax obligations, severely diminished earning capacity, and significant ongoing legal expenses.

A fine would not enhance deterrence in any meaningful way and would impair Mr. Diamantis's ability to meet basic living expenses and any restitution obligation imposed by the Court. He therefore respectfully requests that the Court impose no fine.

VII. Conclusion

Mr. Diamantis stands before the Court at seventy years of age, convicted of serious offenses involving an abuse of public trust. He does not ask the Court to disregard the verdict or minimize the harm caused by corruption. He asks the Court to impose punishment based on the whole record and the statutory command that the sentence be sufficient, but not greater than necessary.

The advisory range of 121 to 151 months would consume much of Mr. Diamantis's remaining life. It would incarcerate a nonviolent, elderly defendant after the governmental access and professional status that enabled the offenses have permanently disappeared. It would add to punishment that already includes financial ruin, the loss of his law license and career, public disgrace, diminished income, likely pension forfeiture, and severely limited prospects for future employment.

A non-custodial sentence incorporating stringent supervision, home detention, financial monitoring, community service, and restrictions on public and fiduciary activity would provide meaningful punishment, protect the public, and promote deterrence. It would also reflect an individualized application of § 3553(a) rather than a presumption that the advisory range is appropriate.

For those reasons, Mr. Diamantis respectfully requests that the Court impose a non-custodial sentence, if legally available, with appropriate restrictive conditions

and no fine. Alternatively, he requests a sentence substantially below the advisory range and no longer than necessary to satisfy the purposes of 18 U.S.C. § 3553(a).

DEFENDANT,
KONSTANTINOS DIAMANTIS, AKA "KOSTA"

By: /s/ Norman A. Pattis, Esq.

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CERTIFICATION

I hereby certify that on September 4, 2026, a copy of the foregoing was filed electronically. Notice of this filing was sent by email to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ Norman A. Pattis, Esq.

Exhibit 5

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

KONSTANTINOS "KOSTA" DIAMANTIS,

Plaintiff,

v.

SEAN SCANLON, in his official capacity as
Comptroller of the State of Connecticut; and

WILLIAM TONG, in his official capacity as
Attorney General of the State of Connecticut,
Defendants.

September 18, 2026

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FILED-USDC-CT-NEW HAVEN

COMPLAINT

1. This is an action pursuant to 42 U.S.C. § 1983 to redress the deprivation and threatened deprivation of Plaintiff's constitutionally protected property interest in his state retirement pension without due process of law, in violation of the Fourteenth Amendment to the United States Constitution.

2. Plaintiff is a former Connecticut public official who, following his retirement from state service, became entitled to receive, and has been receiving, pension benefits from the state of Connecticut.

3. On September 17, 2026, following reports that Plaintiff had departed the United States before his scheduled sentencing in a federal criminal proceeding, Defendant Sean Scanlon publicly announced that he had discontinued the direct deposit of Plaintiff's monthly pension payment.

4. Scanlon explained his action by stating that Plaintiff should not continue receiving a pension because of his reported departure from the country.

5. On the same date, Defendant William Tong issued a public statement concerning the revocation of Plaintiff's pension. Tong asserted that state law required his office to take action to revoke or reduce the pension of public officials convicted of corruption-related offenses and announced that his office was reviewing its legal options.

6. Neither Defendant, nor any other Connecticut official, provided Plaintiff with individualized notice of a proposed pension suspension or interruption before the announced action was taken.

7. Plaintiff was afforded no opportunity to contest the action before its implementation.

8. As of the filing of this Complaint, Plaintiff and his counsel have received no written suspension directive, administrative determination, or individualized notice identifying the legal authority, operative terms, or available procedures for challenging the announced action.

9. The State's failure to provide such information has left Plaintiff unable to determine whether his pension entitlement has been formally suspended, whether actual payments have been placed on hold, or whether only electronic direct deposit has been discontinued while another payment method remains available.

10. Nevertheless, Scanlon's announcement that he had discontinued Plaintiff's direct deposit, coupled with his expressed determination that Plaintiff should not continue receiving pension benefits, provides a factual basis to believe that the State intends to interrupt the disbursement of Plaintiff's pension.

11. Upon information and belief, the announced action has resulted in, or threatens imminently to result in, the withholding of pension installments that Plaintiff otherwise would receive.

12. Connecticut law establishes a judicial procedure for revoking or reducing the pension of a public official convicted of specified corruption-related offenses. A jury's guilty verdict, standing alone, does not constitute a final judgment of conviction or automatically result in pension forfeiture.

13. Plaintiff does not seek to relitigate the jury's guilty verdict or obtain a federal adjudication of whether his pension ultimately should be revoked or reduced. Rather, Plaintiff challenges the actual or imminently threatened interruption of an existing pension entitlement without constitutionally adequate notice and an opportunity to be heard.

14. Plaintiff seeks prospective declaratory and injunctive relief directed to the continuing administration of his pension and the procedures accompanying any deprivation of his benefits.

PARTIES

15. Plaintiff Konstantinos “Kosta” Diamantis is an individual who formerly served as an official and employee of the State of Connecticut and who receives retirement benefits through the state of Connecticut.

16. Defendant Sean Scanlon is the Comptroller of the State of Connecticut. He is sued solely in his official capacity.

17. The Office of the State Comptroller, through its Retirement Services Division, performs administrative functions relating to the disbursement of retirement benefits.

18. Scanlon is the state official who publicly announced that he had discontinued the direct deposit of Plaintiff’s monthly pension payment.

19. Upon information and belief, Scanlon possesses or exercises authority over the implementation of that payment-related action and can cause it to be rescinded, modified, or subjected to appropriate administrative review, either directly or through officials responsible for pension disbursements.

20. Defendant William Tong is the Attorney General of the State of Connecticut. He is sued solely in his official capacity.

21. Pursuant Connecticut General Statutes § 1-110a(a), the Attorney General is required to apply to the Connecticut Superior Court for an order revoking or reducing the pension of a public official or state or municipal employee who has been convicted of a qualifying crime. Plaintiff has not yet been sentenced following the jury’s guilty verdict.

22. Pursuant to Connecticut General Statutes § 3-125, Tong also exercises general supervision over legal matters in which the State is interested and represents the Comptroller in civil proceedings involving the Comptroller’s official acts.

23. Tong has publicly announced his office’s involvement in determining and pursuing the State’s legal remedies concerning Plaintiff’s pension.

24. Tong’s statutory responsibility concerning pension forfeiture and his publicly announced involvement establish a specific connection to the State’s contemplated disposition of Plaintiff’s pension, distinct from a generalized responsibility to enforce Connecticut law.

25. Tong is named in connection with his specific statutory responsibility for the pension forfeiture process and any prospective participation, within his lawful authority, in implementing or maintaining the challenged interim deprivation. Plaintiff seeks relief against Tong

to the extent that his actual responsibilities and conduct permit effective relief directed at an ongoing violation of federal law.

26. Both Defendants act under color of state law in the performance of their official duties.

JURISDICTION AND VENUE

27. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action arises under the Constitution and laws of the United States.

28. This Court also has jurisdiction pursuant to 28 U.S.C. § 1343(a)(3), because Plaintiff seeks redress for the deprivation, under color of state law, of rights secured by the Constitution.

29. Plaintiff's cause of action arises under 42 U.S.C. § 1983.

30. Declaratory relief is sought pursuant to 28 U.S.C. §§ 2201 and 2202.

31. Plaintiff seeks prospective declaratory and injunctive relief against state officials in their official capacities to remedy an ongoing or imminently threatened violation of federal law, consistent with *Ex parte Young*, 209 U.S. 123 (1908).

32. Venue is proper in the District of Connecticut pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events giving rise to Plaintiff's claim occurred within this District.

FACTUAL ALLEGATIONS

Plaintiff's pension

33. Plaintiff formerly served the State of Connecticut in various public positions, including positions in positions involving the administration and oversight of state funded school construction projects.

34. Following his retirement from state service, Plaintiff became entitled to receive pension benefits through the state of Connecticut and has received recurring pension payments.

35. Plaintiff possesses an established property interest in his awarded pension benefits, protected by the Due Process Clause of the Fourteenth Amendment, subject to lawful modification, reduction, or termination.

36. Connecticut General Statutes § 1-110a establishes a judicial procedure for revoking or reducing the pensions of public officials convicted of crimes related to state or

municipal office. Pursuant to subsection (a), the Attorney General must apply to the Superior Court for an order revoking or reducing the pension.

37. Section 1-110a(b) requires the Superior Court to consider and make findings concerning specified factors, including the severity of the offense, monetary losses, and the degree of public trust placed in the official. The statute therefore does not make complete pension forfeiture an automatic consequence of being found guilty of bribery or other related crimes.

Defendants' actions concerning plaintiff's pension

38. On or about October of 2025, a federal jury found Plaintiff guilty of twenty-one criminal counts involving bribery, extortion, conspiracy, and false statements arising from his former public employment.

39. Plaintiff was scheduled to appear for sentencing in the United States District Court for the District of Connecticut on September 17, 2026. Plaintiff did not appear for that hearing, and his counsel reported that Plaintiff had traveled to Greece. As of the filing of this Complaint, Plaintiff has not been sentenced, and no judgment of conviction has been entered.

40. On September 17, 2026, Defendant William Tong issued a public statement concerning Plaintiff's pension, asserting that state law required his office to take action to revoke or reduce the pensions of officials convicted of corruption-related offenses and announcing that his office was reviewing its legal options.

41. On the same date, Defendant Sean Scanlon publicly announced that he had discontinued the direct deposit of Plaintiff's monthly pension payment, stating that Plaintiff should not continue receiving a pension because of his reported departure from the United States.

42. Scanlon's announcement represented that an action affecting Plaintiff's pension payments had already been taken. His accompanying statement provides a factual basis for believing that the action was intended to prevent Plaintiff from continuing to receive his pension benefits.

The lack of notice, opportunity to be heard, and threatened deprivation

43. Prior to the announced action, neither Defendant nor any other Connecticut official provided Plaintiff with individualized notice of a proposed suspension or interruption of his pension benefits.

44. Plaintiff was afforded no opportunity to contest the proposed action before it was announced and implemented.

45. Neither Defendant nor any other Connecticut official has furnished Plaintiff or his counsel with a written suspension directive, administrative determination, or other individualized notice identifying the legal authority, effective date, scope, or duration of the action.

46. Plaintiff and his counsel have likewise received no individualized notice identifying the procedures through which the announced action may be challenged or subjected to prompt review.

47. Upon information and belief, the announced action has resulted in, or imminently threatens to result in, the withholding of pension installments that Plaintiff otherwise would receive.

48. Plaintiff acknowledges that the jury's guilty verdict and his reported departure from the United States could provide the State with legitimate interests in pursuing remedies authorized by law. Those circumstances, however, do not eliminate the requirement of constitutionally adequate procedures in connection with an actual deprivation of an existing property interest.

49. While the jury's guilty verdict may establish grounds for the Attorney General to commence pension-forfeiture proceedings, it does not itself determine whether the Attorney General or Comptroller possesses authority to unilaterally impose a suspension without providing Plaintiff with notice or any meaningful opportunity to be heard.

50. To the extent Scanlon has implemented or maintains an interruption of Plaintiff's pension payments without constitutionally adequate procedures, his continuing conduct deprives or threatens to deprive Plaintiff of property without due process of law.

51. To the extent Tong possesses and exercises authority to direct, implement, or maintain the same interim deprivation without constitutionally adequate procedures, his continuing conduct likewise contributes to the alleged constitutional violation.

52. Plaintiff seeks prospective relief concerning the actual or threatened interruption of his pension benefits. He does not seek to relitigate the jury's guilty verdict, prevent the Attorney General from pursuing pension forfeiture through lawful proceedings, or obtain a federal determination of whether his pension ultimately should be revoked or reduced.

FIRST COUNT: Violation of the Fourteenth Amendment, via 42 U.S.C. § 1983

Paragraphs 1-52 are hereby incorporated into this Count as if fully pleaded herein.

53. The Fourteenth Amendment to the United States Constitution prohibits a State from depriving any person of property without due process of law.

54. Plaintiff possesses a constitutionally protected property interest in his pension benefits, which he is entitled to receive unless and until that entitlement is lawfully modified, reduced, or terminated.

55. Defendant Scanlon, acting under color of state law, publicly announced that he had discontinued the direct deposit of Plaintiff's monthly pension payment and expressed his determination that Plaintiff should not continue receiving pension benefits.

56. Upon information and belief, Scanlon's announced action has resulted in, or imminently threatens to result in, the interruption of Plaintiff's pension payments, thereby depriving or threatening to deprive Plaintiff of the use and enjoyment of his protected property interest.

57. Scanlon took the announced action without providing Plaintiff individualized notice of the proposed deprivation or any opportunity to contest it beforehand. Plaintiff has since received no individualized notice identifying the legal authority, scope, or duration of the action, or the means by which its continuation may be challenged.

58. The process constitutionally required before or following a deprivation of Plaintiff's pension benefits must be determined by balancing Plaintiff's private interest, the risk of erroneous deprivation and probable value of additional procedural safeguards, and the State's legitimate interests and administrative burdens.

59. Plaintiff has a substantial interest in the continued receipt of his existing pension benefits. The interruption of those benefits would deprive him of the timely use of retirement income to which he has an established entitlement, subject to lawful modification or termination.

60. The risk of erroneous deprivation is substantial insofar as the State may withhold Plaintiff's pension without an individualized determination of the legal authority for the suspension, the grounds for its continuation, or whether the suspension is justified pending judicial forfeiture proceedings.

61. The jury's guilty verdict may provide grounds for the State to pursue pension revocation or reduction pursuant to Connecticut General Statutes § 1-110a. It does not, standing alone, resolve whether Scanlon possesses authority to impose an interim withholding of Plaintiff's pension or whether such withholding is constitutionally permissible without additional procedures.

62. Additional procedural safeguards, including individualized notice identifying the action and its grounds, a meaningful opportunity to respond, and a timely determination by an authorized decision maker, would permit Plaintiff to contest the basis for and continued necessity of any interim deprivation without requiring the State to relitigate the jury's guilty verdict.

63. Scanlon's announced discontinuation of Plaintiff's direct deposit was a deliberate exercise of asserted official authority directed specifically at Plaintiff. To the extent that action has resulted in, or imminently threatens, the withholding of pension benefits without constitutionally adequate procedures, Scanlon's continuing implementation of the action violates or threatens to violate Plaintiff's rights under the Due Process Clause of the Fourteenth Amendment.

64. Defendant Tong has a specific statutory responsibility concerning the proposed revocation or reduction of Plaintiff's pension and has publicly announced his office's involvement in pursuing that relief. To the extent Tong exercises authority to direct, implement, or maintain the challenged interim withholding, Plaintiff seeks prospective relief against Tong for any continuing deprivation undertaken without constitutionally adequate procedures.

65. Plaintiff brings this action pursuant to 42 U.S.C. § 1983 to redress the actual or imminently threatened deprivation of his protected property interest without due process of law and seeks prospective declaratory and injunctive relief against Defendants to the extent of their respective authority and responsibility for the challenged deprivation.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff claims:

- A. A declaratory judgment pursuant to 28 U.S.C. § 2201 declaring that the withholding of Plaintiff's existing pension benefits without constitutionally adequate notice and a meaningful opportunity to be heard violates the Due Process Clause of the Fourteenth Amendment to the United States Constitution;

- B. Preliminary and permanent injunctive relief enjoining Defendants, to the extent of their respective authority over the challenged deprivation, from continuing or implementing the withholding of Plaintiff's pension benefits without constitutionally adequate procedures;
- C. An award of reasonable attorney's fees and costs pursuant to 42 U.S.C. § 1988; and
- D. Such other relief as required by law, justice and equity.

Dated: September 18, 2026

THE PLAINTIFF

/s/ Norman A. Pattis

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