

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

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UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 16-CR-64

RONALD VAN DEN HEUVEL,

Defendant.

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**UNITED STATES' OPPOSITION TO MOTION TO ADJOURN SENTENCING**

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The United States of America, by and through its attorneys, Gregory J. Haanstad, United States Attorney, and Mel S. Johnson and Matthew D. Krueger, Assistant United States Attorneys, hereby submits this opposition to defendant Ronald Van Den Heuvel's renewed motion to adjourn the sentencing. Van Den Heuvel offers no reason why he cannot be prepared for the sentencing hearing. He filed substantial responses to the Presentence Investigation Report and a sentencing memorandum. *See* Doc. 170. Both parties are prepared to address the issues pertinent to sentencing.

Rather, Van Den Heuvel seeks a delay in service of his motion to withdraw his plea. *See* Doc. 171. Van Den Heuvel wants to review "approximately 38 bankers boxes and six CD and/or thumb drives" that he obtained "within the last three or four weeks" from "various lawyers who represented him in civil litigation matters." Doc. 176, at 1. He claims he needs time to review documents "to determine how they impact on a potential defense to the charge for which he has pled guilty." Doc. 176, at 1.

The Court should deny the motion. First, Van Den Heuvel's claim of innocence conflicts with his sworn statements at his change of plea hearing. *See* Doc. 175-1 (Transcript of Change of Plea Hearing); *see also* Doc. 175 (United States' Opposition to Motion to Vacate Plea). A motion to withdraw "that can succeed only if the defendant committed perjury at the plea proceedings may be rejected out of hand unless the defendant has a compelling explanation for the contradiction." *United States v. Peterson*, 414 F.3d 825, 827 (7th Cir. 2005). At the change of plea hearing, Van Den Heuvel admitted that he understood the charges, the elements of the offense, and the government's factual proof, and that he was pleading guilty because he was guilty. Thus, Van Den Heuvel admitted that he conspired with Piikkila to obtain loans from Horicon Bank through straw borrowers. *See* Doc. 151, at 6-8 (factual basis for plea). He offers no explanation why those admissions were inaccurate.

Second, Van Den Heuvel's proffer regarding documents he wants to review does not suffice to displace his plea. Van Den Heuvel gives no reason why he obtained these documents only in the last few weeks. This is inexcusable, given that Van Den Heuvel received the core discovery in this case back in April 2016. Moreover, Van Den Heuvel offers only vague descriptions of the documents. He has not shared any documents with the government or the Court to substantiate that they show what he claims. It is highly unlikely that files from Van Den Heuvel's counsel could shed any new light on Horicon Bank, given that the government already provided in discovery the relevant Horicon Bank files.

Third, there is nothing new about the Tak promissory note that could warrant a delay. Van Den Heuvel presumably is referring to a \$4.4 million promissory note between Tissue Technology, a Van Den Heuvel company, and Sharad Tak. *See* PSR Addendum, at 31. The

basic loan file for the January 2, 2009 loan to William Bain includes a Security Agreement that assigns the promissory note as collateral and attaches the promissory note itself. That loan file was produced in discovery back in April 2016 and is not new information that Van Den Heuvel discovered in his counsel's files. *See* HOR\_000420-421 & HOR\_000890-892.

Finally, the facts that Van Den Heuvel says the documents will show do not bear on his claim of innocence. Van Den Heuvel pleaded guilty to conspiring with Piikkila to obtain loans from Horicon Bank through straw borrowers. *See* Doc. 151, at 2-6. The fact that the Bain loan assigned the \$4.4 million promissory note to Horicon Bank is not relevant to whether Van Den Heuvel arranged for Bain and others to be a straw borrower. Van Den Heuvel also claims that Horicon Bank officials besides Piikkila “were aware of this collateralization.” Doc. 176. He has not identified what documents show that. But even if other Horicon Bank officials did know that the note was assigned in the Bain loan, that would not show that the officials knew the borrower was anyone other than Bain. In effect, Van Den Heuvel proposes to delay this case—and expend more court-appointed counsel time—for nothing more than a fishing expedition.

For these reasons, the Court should deny the defendant's motion to adjourn the sentencing hearing.

Dated at Milwaukee, Wisconsin, this 3rd day of January, 2018.

Respectfully Submitted,

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