

1 GLENN B. McCORMICK
Acting United States Attorney
2 District of Arizona
GARY M. RESTAINO
3 Arizona State Bar No. 017450
CAITLIN NOEL
4 Arizona State Bar No. 033812
Assistant U.S. Attorneys
5 Two Renaissance Square
40 N. Central Ave., Suite 1800
6 Phoenix, Arizona 85004
Telephone: 602-514-7500
7 Email: Gary.Restaino@usdoj.gov
Caitlin.Noel@usdoj.gov
8 Attorneys for Plaintiff



9 IN THE UNITED STATES DISTRICT COURT

10 FOR THE DISTRICT OF ARIZONA

11 United States of America,
12 Plaintiff,

13 vs.

14 Brannen Sage Mehaffey,
15 Defendant.

No. CR-20-0626-PHX-DWL

PLEA AGREEMENT

16
17 Plaintiff, United States of America, and the defendant, Brannen Sage Mehaffey,
18 hereby agree to dispose of this matter on the following terms and conditions:

19 **1. PLEA**

20 The defendant will plead guilty to Count 1 of the Information charging the defendant
21 with a violation of Title 18, United States Code (U.S.C.) § 1960(a), (b)(1)(B) and (b)(1)(C),
22 Unlicensed Money Transmitting Business, a Class D felony offense.

23 **2. MAXIMUM PENALTIES**

24 a. A violation of 18 U.S.C. § 1960(a), (b)(1)(B) and (b)(1)(C) is punishable by
25 a maximum fine of the greater of \$250,000 or twice the gross gain or gross loss, a maximum
26 term of imprisonment of 5 years, or both, and a term of supervised release of up to three
27 years. A maximum term of probation is five years.

1 b. According to the Sentencing Guidelines issued pursuant to the Sentencing
2 Reform Act of 1984, the Court shall order the defendant to:

3 (1) make restitution to any victim of the offense pursuant to 18 U.S.C.
4 § 3663 and/or 3663A, unless the Court determines that restitution would not be
5 appropriate;

6 (2) pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a
7 fine is not appropriate;

8 (3) serve a term of supervised release when required by statute or when a
9 sentence of imprisonment of more than one year is imposed (with the understanding that
10 the Court may impose a term of supervised release in all other cases); and

11 (4) pay upon conviction a \$100 special assessment for each count to
12 which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

13 c. The Court is required to consider the Sentencing Guidelines in determining
14 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court
15 is free to exercise its discretion to impose any reasonable sentence up to the maximum set
16 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that
17 the Court accepts.

18 **3. COOPERATION REQUIRED**

19 a. If requested by the United States, the defendant shall meet with
20 representatives of the United States at any reasonable time and place and, in such meetings,
21 shall (i) waive the Fifth Amendment privilege against self-incrimination; (ii) answer all
22 questions asked about any topic whatsoever; and (iii) provide full and complete
23 information about the topics discussed in each interview, if necessary by volunteering
24 information about which no questions are asked.

25 b. If requested by the United States, the defendant shall deliver to the United
26 States any documents and other items to which the defendant has access.

27 ///

28 ///

1 c. If requested by the United States, the defendant shall testify at any time and
2 place and, when testifying, shall not invoke the Fifth Amendment privilege against self-
3 incrimination.

4 d. All information, evidence, and testimony provided by the defendant pursuant
5 to the Cooperation Provision, on any topic whatsoever, shall be truthful, honest, candid,
6 and complete with no knowing and material omissions or false statements. The defendant
7 shall not attempt to either protect or falsely implicate any person or entity through false
8 information or omission.

9 e. The United States Attorney's Office for the District of Arizona shall not use
10 directly against the defendant in any criminal proceeding (other than a criminal forfeiture
11 proceeding) any evidence provided by the defendant pursuant to the Cooperation
12 Provision. Additionally, pursuant to Section 1B1.8 of the Sentencing Guidelines, the Court
13 shall not use such evidence in determining the defendant's advisory Sentencing Guidelines
14 range. For the avoidance of doubt, however, the United States may (i) make derivative use
15 of evidence provided by the defendant pursuant to the Cooperation Provision, and (ii) use
16 such evidence directly against the defendant in any criminal forfeiture proceeding and any
17 administrative or civil proceeding.

18 f. The defendant shall work undercover only under the direct supervision of
19 law enforcement officers and with the prior approval of the Court.

20 g. If the defendant discloses or reveals to any third party the fact that the
21 defendant is cooperating, or the nature of any information that has been obtained by the
22 United States, the defendant shall notify the United States as soon as possible of any such
23 disclosures.

24 h. The defendant shall notify the United States as soon as possible of any
25 interactions or contacts with any subject or target of any ongoing criminal investigation,
26 any criminal defendant, or their respective counsel or associates.

27 i. The defendant shall not violate any local, state, federal or foreign laws. The
28 defendant shall comply with all terms and conditions of pre-trial release.

1 j. If the United States wishes for the defendant's cooperation to continue, the
2 defendant shall not oppose any motions to continue the defendant's sentencing.

3 k. The defendant shall complete and sign a financial affidavit and a
4 questionnaire of virtual currency holdings, on forms designated by the United States.

5 l. The defendant shall cooperate with the Internal Revenue Service with respect
6 to any tax liabilities. The defendant shall also file timely, accurate and lawful tax returns
7 and provide proof to the government upon request.

8 **4. AGREEMENTS REGARDING SENTENCING**

9 a. Recommendation. Pursuant to Fed. R. Crim. P. 11(c)(1)(B), at sentencing
10 and any other appropriate time, the United States shall bring the nature and extent of the
11 defendant's cooperation to the attention of the Court. Prior to the defendant's sentencing,
12 the United States shall in good faith consider moving the Court to depart downward from
13 the Sentencing Guidelines, and if applicable impose a sentence below the level established
14 by law as the minimum sentence, pursuant to Section 5K1.1 of the Sentencing Guidelines
15 and 18 U.S.C. § 3553(e), respectively.

16 b. Non-Binding Recommendations. The defendant understands that
17 recommendations are not binding on the Court. The defendant further understands that the
18 defendant will not be permitted to withdraw the guilty plea if the Court does not follow a
19 recommendation.

20 c. Stipulation. Pursuant to Fed. R. Crim. P. 11(c)(1)(C) and U.S.S.G. §
21 2S1.1(a)(2), the United States and the defendant stipulate that the defendant transmitted in
22 excess of \$1,500,000 through his money transmitting business.

23 d. Restitution. Pursuant to 18 U.S.C. § 3663 and/or 3663A, and by voluntary
24 agreement, the defendant specifically agrees to pay full restitution, regardless of the
25 resulting loss amount but in no event more than \$4,000,000, to all victims directly or
26 proximately harmed by the defendant's "relevant conduct," including conduct pertaining
27 to any dismissed counts or uncharged conduct, as defined by U.S.S.G. § 1B1.3, regardless
28 of whether such conduct constitutes an "offense" under 18 U.S.C. §§ 2259, 3663 or 3663A.

1 Pursuant to 18 U.S.C. § 3663A(c)(2), the defendant specifically agrees that offenses against
2 identifiable victims (who suffered pecuniary loss) gave rise to the plea agreement. The
3 defendant understands that such restitution will be included in the Court's Order of
4 Judgment and that an unanticipated restitution amount will not serve as grounds to
5 withdraw the defendant's guilty plea or to withdraw from this plea agreement.

6 e. Assets and Financial Responsibility. The defendant shall make a full
7 accounting of all assets in which the defendant has any legal or equitable interest. The
8 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or
9 transfer any such assets or property before sentencing, without the prior approval of the
10 United States (provided, however, that no prior approval will be required for routine, day-
11 to-day expenditures). The defendant also expressly authorizes the United States Attorney's
12 Office to immediately obtain a credit report as to the defendant in order to evaluate the
13 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant
14 also shall make full disclosure of all current and projected assets to the U.S. Probation
15 Office immediately and prior to the termination of the defendant's supervised release or
16 probation, such disclosures to be shared with the U.S. Attorney's Office, including the
17 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the
18 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing
19 under this agreement and the law.

20 f. Acceptance of Responsibility. If the defendant makes full and complete
21 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant's
22 commission of the offense, and if the defendant demonstrates an acceptance of
23 responsibility for this offense up to and including the time of sentencing, the United States
24 will recommend a two-level reduction in the applicable Sentencing Guidelines offense
25 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,
26 the United States will move the Court for an additional one-level reduction in the applicable
27 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

28 ///

1 **5. AGREEMENT TO DISMISS OR NOT TO PROSECUTE**

2 a. Pursuant to Fed. R. Crim. P. 11(c)(1)(A), the United States, at the time of
3 sentencing, shall dismiss the Indictment.

4 b. This office shall not prosecute the defendant for any offenses committed by
5 the defendant, and known by the United States, in connection with the peer-to-peer
6 exchange of virtual currency for fiat currency, including any charges arising out of the
7 monies deposited by individuals and entities into bank accounts controlled by defendant.

8 c. This agreement does not, in any manner, restrict the actions of the United
9 States in any other district or bind any other United States Attorney's Office.

10 **6. BREACH OF THE AGREEMENT**

11 a. If the defendant fails to comply with any of the defendant's obligations or
12 promises set forth in the Plea Agreement or the Cooperation Provision, the United States
13 may:

14 (1) in its sole and absolute discretion, declare any provision of the Plea
15 Agreement null and void, without giving the defendant any right or option to withdraw
16 from the Plea Agreement or the plea of guilty;

17 (2) recommend any sentence, up to and including the statutory maximum
18 sentence;

19 (3) prosecute the defendant, or reinstitute prosecution of the defendant,
20 for any and all crimes committed by the defendant, notwithstanding the Statute of
21 Limitations, the Speedy Trial Act, and any constitutional restrictions in bringing later
22 proceedings;

23 (4) use in any manner, and in any proceeding, any evidence provided by
24 the defendant before or after execution of the Plea Agreement; and

25 (5) advise the Bureau of Prisons that the defendant is no longer a
26 cooperating witness, and recommend redesignation of the defendant to a higher custodial
27 level.

28 ///

1 b. If there is a dispute regarding the obligations of the parties under this
2 agreement, the United States District Court shall determine whether the United States or
3 the defendant has failed to comply with this agreement including whether the defendant
4 has been truthful.

5 **7. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

6 a. If the Court, after reviewing this plea agreement, concludes that any
7 provision contained herein is inappropriate, it may reject the plea agreement and give the
8 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.
9 11(c)(5).

10 b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,
11 vacated, or reversed at any time, this agreement shall be null and void, the United States
12 shall be free to prosecute the defendant for all crimes of which it then has knowledge and
13 any charges that have been dismissed because of this plea agreement shall automatically
14 be reinstated. In such event, the defendant waives any and all objections, motions, and
15 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional
16 restrictions in bringing later charges or proceedings. The defendant understands that any
17 statements made at the time of the defendant's change of plea or sentencing may be used
18 against the defendant in any subsequent hearing, trial, or proceeding subject to the
19 limitations of Fed. R. Evid. 410.

20 **8. WAIVER OF DEFENSES AND APPEAL RIGHTS**

21 The defendant waives (1) any and all motions, defenses, probable cause
22 determinations, and objections that the defendant could assert to the indictment or
23 information; and (2) any right to file an appeal, any collateral attack, and any other writ or
24 motion that challenges the conviction, an order of restitution or forfeiture, the entry of
25 judgment against the defendant, or any aspect of the defendant's sentence, including the
26 manner in which the sentence is determined, including but not limited to any appeals under
27 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255
28 (habeas petitions), and any right to file a motion for modification of sentence, including

1 under 18 U.S.C. § 3582(c). This waiver shall result in the dismissal of any appeal,
2 collateral attack, or other motion the defendant might file challenging the conviction, order
3 of restitution or forfeiture, or sentence in this case. This waiver shall not be construed to
4 bar an otherwise-preserved claim of ineffective assistance of counsel or of “prosecutorial
5 misconduct” (as that term is defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

6 **9. DISCLOSURE OF INFORMATION**

7 a. The United States retains the unrestricted right to provide information and
8 make any and all statements it deems appropriate to the U.S. Probation Office and to the
9 Court in connection with the case.

10 b. Any information, statements, documents, and evidence that the defendant
11 provides to the United States pursuant to this agreement may be used against the defendant
12 at any time, except as otherwise expressly provided in Section 3.e.

13 c. The defendant shall cooperate fully with the U.S. Probation Office. Such
14 cooperation shall include providing complete and truthful responses to questions posed by
15 the U.S. Probation Office including, but not limited to, questions relating to:

16 (1) criminal convictions, history of drug abuse, and mental illness; and

17 (2) financial information, including present financial assets or liabilities
18 that relate to the ability of the defendant to pay a fine or restitution.

19 **10. FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS**

20 a. Nothing in this agreement shall be construed to protect the defendant from
21 administrative or civil forfeiture proceedings or prohibit the United States from proceeding
22 with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all
23 monetary penalties, including restitution imposed by the Court, shall be due immediately
24 upon judgment, shall be subject to immediate enforcement by the United States, and shall
25 be submitted to the Treasury Offset Program so that any federal payment or transfer of
26 returned property the defendant receives may be offset and applied to federal debts (which
27 offset will not affect the periodic payment schedule). If the Court imposes a schedule of
28 payments, the schedule of payments shall be merely a schedule of minimum payments and

1 shall not be a limitation on the methods available to the United States to enforce the
2 judgment.

3 b. The defendant agrees to forfeit, and hereby forfeits, any interest he may have
4 in the following property:

5 (1) \$88,290.00 in United States Currency;

6 (2) \$425.00 in United States Currency;

7 (3) \$2,900.00 in United States Currency;

8 (4) \$250.00 in United States Currency;

9 (5) \$1,000.00 United States Postal Service Money Order Serial #
10 26380385785; and

11 (6) \$1,000.00 United States Postal Service Money Order Serial #
12 26753708046.

13 c. The defendant further agrees to waive all interest in any such asset in any
14 administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal.
15 The defendant agrees to consent to the entry of orders of forfeiture for such property and
16 waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
17 notice of the forfeiture in the charging instrument, announcement of the forfeiture at
18 sentencing, and incorporation of the forfeiture in the judgment. The defendant further
19 understands and agrees that forfeiture of the assets is appropriate and in accordance with
20 the applicable forfeiture statutes, which may include Title 18 U.S.C. §§ 981, 982, 2253,
21 and 2328, Title 21 U.S.C. §§ 853 and 881, and Title 28 U.S.C. § 2461(c).

22 d. Forfeiture of the defendant's assets shall not be treated as satisfaction of any
23 fine, restitution, cost of imprisonment, or any other penalty this court may impose upon the
24 defendant in addition to forfeiture. This agreement does not preclude the United States
25 from instituting any civil or administrative forfeiture proceedings as may be appropriate
26 now or in the future.

27 e. The defendant agrees to waive all constitutional and statutory challenges in
28 any manner (including direct appeal, habeas corpus, double jeopardy or any other means)

1 to any forfeiture imposed as a result of this guilty plea or any pending or completed
2 administrative or civil forfeiture actions, including that the forfeiture constitutes an
3 excessive fine or punishment. The defendant agrees to take all steps as requested by the
4 United States to pass clear title to forfeitable assets to the United States, and to testify
5 truthfully in any judicial forfeiture proceeding. The defendant acknowledges that all
6 property covered by this agreement is subject to forfeiture as proceeds of illegal conduct,
7 property facilitating illegal conduct, and substitute assets for property otherwise subject to
8 forfeiture, and that no other person or entity has a legitimate claim to these items listed.

9 f. The defendant agrees not to file a claim to any of the listed property in any
10 civil proceeding, administrative or judicial, which may be initiated. The defendant further
11 agrees that he/she will not contest civil, administrative or judicial forfeiture of the listed
12 property. The defendant agrees to waive his/her right to notice of any forfeiture proceeding
13 involving this property, and agrees not to file a claim or assist others in filing a claim in
14 that forfeiture proceeding.

15 g. The government reserves its right to proceed against any remaining assets
16 not identified either in this agreement or in any civil actions which are being resolved along
17 with this plea of guilty, including any property in which the defendant has any interest or
18 control, if said assets, real or personal, tangible or intangible were involved in the
19 offense(s).

20 h. The defendant hereby waives, and agrees to hold the government and its
21 agents and employees harmless from any and all claims whatsoever in connection with the
22 seizure, forfeiture, and disposal of the property described above. Without limitation, the
23 defendant understands and agrees that by virtue of this plea of guilty, the defendant will
24 waive any rights or cause of action that the defendant might otherwise have had to claim
25 that he/she is a "substantially prevailing party" for the purpose of recovery of attorney fees
26 and other litigation costs in any related civil forfeiture proceeding pursuant to 28 U.S.C. §
27 2465(b)(1).

28 ///

1 **11. ELEMENTS**

2 **Unlicensed Money Transmitting Business,**

3 **in violation of 18 U.S.C. § 1960(a), (b)(1)(B) and (b)(1)(C)**

4 Between January 2018 and October 2020, in the District of Arizona and elsewhere:

5 1. The defendant knowingly conducted, controlled, managed, supervised,
6 directed or owned all or part of an unlicensed money transmitting business;

7 2. The business affected interstate or foreign commerce in any way or degree;

8 3. The defendant knowingly failed to register his business with the Secretary of
9 the Treasury or the Financial Crimes Enforcement Network, or to otherwise comply
10 with the money transmitting business regulations under Title 31, United States
11 Code, Section 5330; and

12 4. The defendant knew that his transactions involved funds derived from a
13 criminal offense or intended to be used to promote and support unlawful activity.

14 **12. FACTUAL BASIS**

15 a. The defendant admits that the following facts are true and that if this matter
16 were to proceed to trial the United States could prove the following facts beyond a
17 reasonable doubt:

18 b. Between January 2018 and October 2020, I regularly exchanged bitcoin for
19 U.S. currency. I operated from Austin, Texas but sent bitcoin, via an application on my
20 cell phone, to people across the country. Typically I received U.S. dollars from individual
21 members of the public via cash, check or wire into bank accounts I controlled, and I sent
22 the bitcoin to different individuals. I received money from D.P. in Arizona in this way in
23 December 2018 through February 2019, and I also received money from F.F. in Arizona
24 in the same way in January 2020. I earned a commission on each exchange, at
25 approximately 8% of the value of the currency exchanged.

26 I advertised my business on the internet. On LocalBitcoins.com I instructed
27 prospective bitcoin buyers as follows: "What you do with bitcoin is your business and not
28 mine. Please do not speak of how you use it." I knew that I was obligated to register with

1 the Financial Crimes Enforcement Network (“FinCEN”) and that I was obligated to file
2 currency transaction reports with FinCEN for exchanges in excess of \$10,000; I did neither.
3 I also learned from some of the people who wired or otherwise exchanged currency that
4 they were involved in (or victims of) fraudulent activity, including romance fraud. More
5 than three million dollars were wired into accounts controlled by me in this time period.

6 In January 2020 I began to exchange bitcoin for cash with a man I knew only by his
7 first name. We met in person on a few occasions, and also communicated via text. I now
8 understand that the man was an undercover agent. In March 2020 he mentioned for the
9 first time that he was involved in the sale of drugs like ecstasy; I still exchanged bitcoin for
10 him, and I accepted \$8,000 in cash in Austin, with another \$13,000 structured into Arizona
11 banks at my direction. (I did not file a currency transaction report.) In April 2020 the man
12 mentioned for the first time that his main source of money came from cocaine sales. I
13 immediately directed him to use an encrypted application (Telegram) for future
14 conversations, and I still exchanged bitcoin for him and his associates, with the cash
15 structured into Arizona bank accounts at my direction.

16 In April, the man referred an associate to work with me directly. I knew her by her
17 first name, and we communicated via interstate communications through WhatsApp (audio
18 and video, and text). I now understand that she was also an undercover agent. I asked her
19 not to talk about “the other side of things” but when she referenced her cocaine money –
20 and how she wanted the bitcoin to be able to pay her suppliers – I continued doing business
21 with her. In May 2020 I exchanged bitcoin with her while I was in Austin and she was in
22 Arizona. In particular, on May 19, 2020, I directed her to send \$5,000 from Arizona to
23 Austin via Federal Express (with the money hidden in the pages of a magazine), and I
24 directed her to structure another \$12,900 into Arizona banks. (I did not file a currency
25 transaction report.)

26 c. The defendant shall swear under oath to the accuracy of this statement and,
27 if the defendant should be called upon to testify about this matter in the future, any
28 intentional material inconsistencies in the defendant’s testimony may subject the defendant

1 to additional penalties for perjury or false swearing, which may be enforced by the United
2 States under this agreement.

3 **APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

4 I have read the entire plea agreement with the assistance of my attorney. I
5 understand each of its provisions and I voluntarily agree to it.

6 I have discussed the case and my constitutional and other rights with my attorney.
7 I understand that by entering my plea of guilty I shall waive my rights to plead not guilty,
8 to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to
9 present evidence in my defense, to remain silent and refuse to be a witness against myself
10 by asserting my privilege against self-incrimination, all with the assistance of counsel, and
11 to be presumed innocent until proven guilty beyond a reasonable doubt.

12 I agree to enter my guilty plea as indicated above on the terms and conditions set
13 forth in this agreement.

14 I have been advised by my attorney of the nature of the charges to which I am
15 entering my guilty plea. I have further been advised by my attorney of the nature and range
16 of the possible sentence and that my ultimate sentence shall be determined by the Court
17 after consideration of the advisory Sentencing Guidelines.

18 My guilty plea is not the result of force, threats, assurances, or promises, other than
19 the promises contained in this agreement. I voluntarily agree to the provisions of this
20 agreement and I agree to be bound according to its provisions.

21 I understand that if I am granted probation or placed on supervised release by the
22 Court, the terms and conditions of such probation/supervised release are subject to
23 modification at any time. I further understand that if I violate any of the conditions of my
24 probation/supervised release, my probation/supervised release may be revoked and upon
25 such revocation, notwithstanding any other provision of this agreement, I may be required
26 to serve a term of imprisonment or my sentence otherwise may be altered.

27 This written plea agreement, and any written addenda filed as attachments to this
28 plea agreement, contain all the terms and conditions of the plea. Any additional

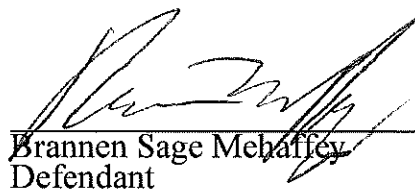
1 agreements, if any such agreements exist, shall be recorded in a separate document and
2 may be filed with the Court under seal; accordingly, additional agreements, if any, may not
3 be in the public record.

4 I further agree that promises, including any predictions as to the Sentencing
5 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone
6 (including my attorney) that are not contained within this written plea agreement, are null
7 and void and have no force and effect.

8 I am satisfied that my defense attorney has represented me in a competent manner.

9 I fully understand the terms and conditions of this plea agreement. I am not now
10 using or under the influence of any drug, medication, liquor, or other intoxicant or
11 depressant that would impair my ability to fully understand the terms and conditions of this
12 plea agreement.

13
14 11/9/2021
Date

15 
Brannen Sage Mehaffey
Defendant

16
17 **APPROVAL OF DEFENSE COUNSEL**

18 I have discussed this case and the plea agreement with my client in detail and have
19 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the
20 constitutional and other rights of an accused, the factual basis for and the nature of the
21 offense to which the guilty plea will be entered, possible defenses, and the consequences
22 of the guilty plea including the maximum statutory sentence possible. I have further
23 discussed the concept of the advisory Sentencing Guidelines with the defendant. No
24 assurances, promises, or representations have been given to me or to the defendant by the
25 United States or any of its representatives that are not contained in this written agreement.
26 I concur in the entry of the plea as indicated above and that the terms and conditions set
27 forth in this agreement are in the best interests of my client. I agree to make a bona fide
28

1 effort to ensure that the guilty plea is entered in accordance with all the requirements of
2 Fed. R. Crim. P. 11.

3 11/23/2021
4 _____
Date

Arnold Spencer

Attorney for Defendant

6 **APPROVAL OF THE UNITED STATES**

7 I have reviewed this matter and the plea agreement. I agree on behalf of the United
8 States that the terms and conditions set forth herein are appropriate and are in the best
9 interests of justice.

10 GLENN B. McCORMICK
11 Acting United States Attorney
District of Arizona

12 11/24/21
13 _____
Date

14 GARY M. RESTAINO
CAITLIN NOEL
Assistant U.S. Attorneys

15 **ACCEPTANCE BY THE COURT**

16
17 _____
Date

18 HONORABLE DOMINIC W. LANZA
United States District Judge