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10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 STEPHEN ANDREW WALTER,

16 Defendant.

No. CR 19-594(A)-ODW-1

PLEA AGREEMENT FOR DEFENDANT  
STEPHEN ANDREW WALTER

17

18 1. This constitutes the plea agreement between defendant  
 19 STEPHEN ANDREW WALTER ("defendant") and the United States Attorney's  
 20 Office for the Central District of California (the "USAO") in the  
 21 above-captioned case. This agreement is limited to the USAO and  
 22 cannot bind any other federal, state, local, or foreign prosecuting,  
 23 enforcement, administrative, or regulatory authorities.

24 RULE 11(c)(1)(C) AGREEMENT

25 2. Defendant understands that this agreement is entered into  
 26 pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).  
 27 Accordingly, defendant understands that, if the Court determines that  
 28 it will not accept this agreement, absent a breach of this agreement

1 by defendant prior to that determination and whether or not defendant  
2 elects to withdraw any guilty plea entered pursuant to this  
3 agreement, this agreement will, with the exception of paragraph 22  
4 below, be rendered null and void and both defendant and the USAO will  
5 be relieved of their obligations under this agreement. Defendant  
6 agrees, however, that if defendant breaches this agreement prior to  
7 the Court's determination whether or not to accept this agreement,  
8 the breach provisions of this agreement, paragraphs 25 and 26 below,  
9 will control, with the result that defendant will not be able to  
10 withdraw any guilty plea entered pursuant to this agreement, the USAO  
11 will be relieved of all of its obligations under this agreement, and  
12 the Court's failure to follow any recommendation or request regarding  
13 sentence set forth in this agreement will not provide a basis for  
14 defendant to withdraw defendant's guilty plea.

15 DEFENDANT'S OBLIGATIONS

16 3. Defendant agrees to:

17 a. Give up the right to indictment by a grand jury and,  
18 at the earliest opportunity requested by the USAO and provided by the  
19 Court, appear and plead guilty to count one of the first superseding  
20 information in the form attached to this agreement as Exhibit A or a  
21 substantially similar form (the "superseding information"), which  
22 charges defendant with distribution of fentanyl, a schedule II  
23 narcotic drug controlled substance, in violation of 21 U.S.C. §§  
24 841(a)(1), (b)(1)(C).

25 b. Not contest facts agreed to in this agreement.

26 c. Abide by all agreements regarding sentencing contained  
27 in this agreement and affirmatively recommend to the Court that it  
28 impose sentence in accordance with paragraph 14 of this agreement.

1 d. Appear for all court appearances, surrender as ordered  
2 for service of sentence, obey all conditions of any bond, and obey  
3 any other ongoing court order in this matter.

4 e. Not commit any crime; however, offenses that would be  
5 excluded for sentencing purposes under United States Sentencing  
6 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
7 within the scope of this agreement.

8 f. Be truthful at all times with the United States  
9 Probation and Pretrial Services Office and the Court.

10 g. Pay the applicable special assessment at or before the  
11 time of sentencing unless defendant has demonstrated a lack of  
12 ability to pay such assessments.

13 h. Withdraw any pending motion filed by defendant before  
14 the Court.

15 THE USAO'S OBLIGATIONS

16 4. The USAO agrees to:

17 a. Not contest facts agreed to in this agreement.

18 b. Abide by all agreements regarding sentencing contained  
19 in this agreement and affirmatively recommend to the Court that it  
20 impose sentence in accordance with paragraph 18 of this agreement.

21 c. At the time of sentencing, move to dismiss the  
22 underlying indictment as against defendant. Defendant agrees,  
23 however, that at the time of sentencing the Court may consider any  
24 dismissed charges in determining the applicable Sentencing Guidelines  
25 range, the propriety and extent of any departure from that range, and  
26 the sentence to be imposed.

27 d. Except for criminal tax violations (including  
28 conspiracy to commit such violations chargeable under 18 U.S.C.

1 § 371), not further criminally prosecute defendant for violations of  
2 21 U.S.C. §§ 841(a)(1) and 846 arising out of defendant's conduct  
3 described in the agreed-to factual basis set forth in paragraph 11  
4 below. Defendant understands that the USAO is free to criminally  
5 prosecute defendant for any other unlawful past conduct or any  
6 unlawful conduct that occurs after the date of this agreement.  
7 Defendant agrees that at the time of sentencing the Court may  
8 consider the uncharged conduct in determining the applicable  
9 Sentencing Guidelines range, the propriety and extent of any  
10 departure from that range, and the sentence to be imposed after  
11 consideration of the Sentencing Guidelines and all other relevant  
12 factors under 18 U.S.C. § 3553(a).

13 NATURE OF THE OFFENSE

14 5. Defendant understands that for defendant to be guilty of  
15 the crime charged in the superseding information, that is,  
16 distribution of fentanyl, a schedule II narcotic drug controlled  
17 substance, in violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C), the  
18 following must be true: (1) defendant knowingly distributed fentanyl;  
19 and (2) defendant knew it was fentanyl or some other federally  
20 controlled substance.

21 "Distributing" means delivering or transferring possession of a  
22 controlled substance to another person, with or without any financial  
23 interest in the transaction.

24 A defendant may also be found guilty of distribution of fentanyl  
25 even if the defendant did not commit the acts constituting that crime  
26 but aided and abetted in its commission. To "aid and abet" means  
27 intentionally to help someone else commit a crime. To prove that  
28 defendant is guilty of distribution of fentanyl by aiding and

1 abetting, the government must prove each of the following beyond a  
2 reasonable doubt:

3 First, someone else committed the crime of distribution of  
4 fentanyl;

5 Second, the defendant aided, counseled, commanded, induced, or  
6 procured that person with respect to at least one element of the  
7 crime of distribution of fentanyl;

8 Third, the defendant acted with the intent to facilitate the  
9 crime of distribution of fentanyl; and

10 Fourth, the defendant acted before the crime was completed.

11 PENALTIES

12 6. Defendant understands that the statutory maximum sentence  
13 that the Court can impose for a violation of 21 U.S.C. §§ 841(a)(1)  
14 and (b)(1)(C), as charged in the superseding information, is: 20  
15 years' imprisonment; a lifetime period of supervised release; a fine  
16 of \$1,000,000 or twice the gross gain or gross loss resulting from  
17 the offense, whichever is greatest; and a mandatory special  
18 assessment of \$100. Defendant understands that the Court must impose  
19 a term of supervised release that is not less than three years.

20 7. Defendant understands that under 21 U.S.C. § 862a,  
21 defendant will not be eligible for assistance under state programs  
22 funded under the Social Security Act or Federal Food Stamp Act or for  
23 federal food stamp program benefits, and that any such benefits or  
24 assistance received by defendant's family members will be reduced to  
25 reflect defendant's ineligibility.

26 8. Defendant understands that supervised release is a period  
27 of time following imprisonment during which defendant will be subject  
28 to various restrictions and requirements. Defendant understands that

1 if defendant violates one or more of the conditions of any supervised  
2 release imposed, defendant may be returned to prison for all or part  
3 of the term of supervised release authorized by statute for the  
4 offense that resulted in the term of supervised release, which could  
5 result in defendant serving a total term of imprisonment greater than  
6 the statutory maximum stated above.

7 9. Defendant understands that, by pleading guilty, defendant  
8 may be giving up valuable government benefits and valuable civic  
9 rights, such as the right to vote, the right to possess a firearm,  
10 the right to hold office, and the right to serve on a jury. Defendant  
11 understands that he is pleading guilty to a felony and that it is a  
12 federal crime for a convicted felon to possess a firearm or  
13 ammunition. Defendant understands that the conviction in this case  
14 may also subject defendant to various other collateral consequences,  
15 including but not limited to revocation of probation, parole, or  
16 supervised release in another case and suspension or revocation of a  
17 professional license. Defendant understands that unanticipated  
18 collateral consequences will not serve as grounds to withdraw  
19 defendant's guilty plea.

20 10. Defendant and his counsel have discussed the fact that, and  
21 defendant understands that, if defendant is not a United States  
22 citizen, the convictions in this case makes it practically inevitable  
23 and a virtual certainty that defendant will be removed or deported  
24 from the United States. Defendant may also be denied United States  
25 citizenship and admission to the United States in the future.  
26 Defendant understands that while there may be arguments that  
27 defendant can raise in immigration proceedings to avoid or delay  
28 removal, removal is presumptively mandatory and a virtual certainty

1 in this case. Defendant further understands that removal and  
2 immigration consequences are the subject of a separate proceeding and  
3 that no one, including his attorney or the Court, can predict to an  
4 absolute certainty the effect of his convictions on his immigration  
5 status. Defendant nevertheless affirms that he wants to plead guilty  
6 regardless of any immigration consequences that his plea may entail,  
7 even if the consequence is automatic removal from the United States.

8 FACTUAL BASIS

9 11. Defendant admits that defendant is, in fact, guilty of the  
10 offense to which defendant is agreeing to plead guilty. Defendant  
11 and the USAO agree to the statement of facts provided below and agree  
12 that this statement of facts is sufficient to support a plea of  
13 guilty to the charge described in this agreement and to establish the  
14 Sentencing Guidelines factors set forth in paragraphs 13 and 14 below  
15 but is not meant to be a complete recitation of all facts relevant to  
16 the underlying criminal conduct or all facts known to either party  
17 that relate to that conduct.

18 On or about the September 4, 2018, in Los Angeles, California,  
19 within the Central District of California, defendant knowingly and  
20 intentionally directed Ryan Michael Reavis to distribute fentanyl in  
21 the form of counterfeit oxycodone pills, to Cameron James Pettit.  
22 Defendant knew that the pills that he directed Reavis to give to  
23 Pettit contained fentanyl or some other federally controlled  
24 substance, and at all relevant times intended for Reavis to  
25 distribute the pills to Pettit.

26 Later that evening, at defendant's direction, Reavis delivered  
27 the pills to Pettit. Shortly thereafter, Pettit distributed these  
28 pill containing fentanyl to M.M. M.M. later ingested the fentanyl

1 supplied by Pettit, which, in combination with cocaine and alcohol,  
2 caused M.M.'s death from a fatal overdose on or about September 7,  
3 2018. M.M. would not have died from an overdose but for the fentanyl  
4 contained in the pills that M.M. had received from Pettit on  
5 September 4, 2018.

6 SENTENCING FACTORS AND AGREED-UPON SENTENCE

7 12. Defendant understands that in determining defendant's  
8 sentence the Court is required to calculate the applicable Sentencing  
9 Guidelines range and to consider that range, possible departures  
10 under the Sentencing Guidelines, and the other sentencing factors set  
11 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
12 Sentencing Guidelines are advisory only.

13 13. Pursuant to U.S.S.G. §§ 1B1.2(a) and (c), the parties agree  
14 and stipulate that defendant committed a separate violation of 21  
15 U.S.C. § 841(b)(1)(C) (distribution of fentanyl resulting in death)  
16 from that set forth in the superseding information, in that, on or  
17 about September 4, 2018, defendant knowingly and intentionally  
18 distributed fentanyl, the use of which fentanyl resulted in the death  
19 of M.M. The parties further agree and stipulate that the overdose  
20 death of M.M. resulting from defendant's distribution of fentanyl  
21 constitutes a more serious offense than the "offense of conviction"  
22 set forth in the superseding information for purposes of calculating  
23 the applicable Sentencing Guidelines offense level. Accordingly,  
24 pursuant to U.S.S.G. §§ 2D1.1(a)(2), 1B1.2(a) and 1B1.2(c), the  
25 parties agree and stipulate that the Court should calculate the  
26 Sentencing Guidelines as if defendant had been convicted of the  
27 offense described in this paragraph (and described further in the  
28 factual basis above) and therefore apply a base offense level 38.



1 The parties further agree and stipulate that application of such a  
2 base offense level, which is greater than the base offense level that  
3 would otherwise apply, is independently supported by U.S.S.G. §  
4 5K2.1. Defendant agrees to not recommend, argue, or otherwise  
5 suggest that the Court impose a base offense level other than 38.

6 14. Defendant and the USAO agree to the following applicable  
7 Sentencing Guidelines factors:

8	Base Offense Level:	38	[U.S.S.G. § 2D1.1(a)(2)]
9	Acceptance of Responsibility:	-3	[U.S.S.G. § 3E1.1]
10	Total Offense Level:	35	
11	Criminal History Category:	III	
<hr/>			
12	Guideline Range:	210-262 months' imprisonment	
13		\$1,000,000 fine	

14 15. The parties agree not to argue that any other specific  
15 offense characteristics, adjustments, or departures be imposed.

16 16. Defendant and the USAO agree that, taking into account the  
17 factors listed in 18 U.S.C. § 3553(a)(1)-(7) and the relevant  
18 sentencing guideline factors set forth above, an appropriate  
19 disposition of this case is that the Court impose a sentence of: 204  
20 months' imprisonment; a five-year period of supervised release with  
21 conditions to be fixed by the Court; and \$100 special assessment.  
22 The parties also agree that no prior imprisonment (other than credits  
23 that the Bureau of Prisons may allow under 18 U.S.C. § 3585(b)) may  
24 be credited against this stipulated sentence, including credit under  
25 Sentencing Guideline § 5G1.3.

26 WAIVER OF CONSTITUTIONAL RIGHTS

27 17. Defendant understands that by pleading guilty, defendant  
28 gives up the following rights:

- 1 a. The right to be indicted by a grand jury.
- 2 b. The right to persist in a plea of not guilty.
- 3 c. The right to a speedy and public trial by jury.
- 4 d. The right to be represented by counsel - and if
- 5 necessary have the Court appoint counsel -- at trial. Defendant
- 6 understands, however, that, defendant retains the right to be
- 7 represented by counsel -- and if necessary have the Court appoint
- 8 counsel -- at every other stage of the proceeding.

9 e. The right to be presumed innocent and to have the

10 burden of proof placed on the government to prove defendant guilty

11 beyond a reasonable doubt.

12 f. The right to confront and cross-examine witnesses

13 against defendant.

14 g. The right to testify and to present evidence in

15 opposition to the charges, including the right to compel the

16 attendance of witnesses to testify.

17 h. The right not to be compelled to testify, and, if

18 defendant chose not to testify or present evidence, to have that

19 choice not be used against defendant.

20 i. Any and all rights to pursue any affirmative defenses,

21 Fourth Amendment or Fifth Amendment claims, and other pretrial

22 motions that have been filed or could be filed.

23 WAIVER OF APPEAL OF CONVICTION

24 18. Defendant understands that, with the exception of an appeal

25 based on a claim that defendant's guilty plea was involuntary, by

26 pleading guilty defendant is waiving and giving up any right to

27 appeal defendant's conviction on the offense to which defendant is

28 pleading guilty. Defendant understands that this waiver includes,

1 but is not limited to, arguments that the statute to which defendant  
2 is pleading guilty is unconstitutional, and any and all claims that  
3 the statement of facts provided herein is insufficient to support  
4 defendant's plea of guilty.

5 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

6 19. Defendant agrees that, provided the Court imposes the  
7 sentence specified in paragraph 14 above, defendant gives up the  
8 right to appeal any portion of that sentence.

9 20. The USAO agrees that, provided the Court imposes the  
10 sentence specified in paragraph 14 above, the USAO gives up its right  
11 to appeal any portion of that sentence.

12 WAIVER OF COLLATERAL ATTACK

13 21. Defendant also gives up any right to bring a post-  
14 conviction collateral attack on the conviction or sentence, except  
15 for a post-conviction collateral attack based on a claim of  
16 ineffective assistance of counsel. Defendant understands that this  
17 waiver includes, but is not limited to, arguments that the statute to  
18 which defendant is pleading guilty is unconstitutional, any claims  
19 that the statement of facts provided herein is insufficient to  
20 support defendant's plea of guilty, a claim of newly discovered  
21 evidence, or a claim based on an explicitly retroactive change in the  
22 applicable Sentencing Guidelines, sentencing statutes, or statutes of  
23 conviction.

24 RESULT OF WITHDRAWAL OF GUILTY PLEA

25 22. Defendant agrees that if, after entering a guilty plea  
26 pursuant to this agreement, defendant seeks to withdraw and succeeds  
27 in withdrawing defendant's guilty plea on any basis other than a  
28 claim and finding that entry into this plea agreement was

1 involuntary, then (a) the USAO will be relieved of all of its  
2 obligations under this agreement; and (b) should the USAO choose to  
3 pursue any charge that was either dismissed or not filed as a result  
4 of this agreement, then (i) any applicable statute of limitations  
5 will be tolled between the date of defendant's signing of this  
6 agreement and the filing commencing any such action; and  
7 (ii) defendant waives and gives up all defenses based on the statute  
8 of limitations, any claim of pre-indictment delay, or any speedy  
9 trial claim with respect to any such action, except to the extent  
10 that such defenses existed as of the date of defendant's signing this  
11 agreement.

12 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

13 23. Defendant agrees that if the count of conviction is  
14 vacated, reversed, or set aside, both the USAO and defendant will be  
15 released from all their obligations under this agreement.

16 EFFECTIVE DATE OF AGREEMENT

17 24. This agreement is effective upon signature and execution of  
18 all required certifications by defendant, defendant's counsel, and an  
19 Assistant United States Attorney.

20 BREACH OF AGREEMENT

21 25. Defendant agrees that if defendant, at any time after the  
22 signature of this agreement and execution of all required  
23 certifications by defendant, defendant's counsel, and an Assistant  
24 United States Attorney, knowingly violates or fails to perform any of  
25 defendant's obligations under this agreement ("a breach"), the USAO  
26 may declare this agreement breached. All of defendant's obligations  
27 are material, a single breach of this agreement is sufficient for the  
28 USAO to declare a breach, and defendant shall not be deemed to have

1 cured a breach without the express agreement of the USAO in writing.  
2 If the USAO declares this agreement breached, and the Court finds  
3 such a breach to have occurred, then: (a) if defendant has previously  
4 entered a guilty plea pursuant to this agreement, defendant will not  
5 be able to withdraw the guilty plea, (b) the USAO will be relieved of  
6 all its obligations under this agreement, and (c) the Court's failure  
7 to follow any recommendation or request regarding sentence set forth  
8 in this agreement will not provide a basis for defendant to withdraw  
9 defendant's guilty plea.

10 26. Following the Court's finding of a knowing breach of this  
11 agreement by defendant, should the USAO choose to pursue any charge  
12 that was either dismissed or not filed as a result of this agreement,  
13 then:

14 a. Defendant agrees that any applicable statute of  
15 limitations is tolled between the date of defendant's signing of this  
16 agreement and the filing commencing any such action.

17 b. Defendant waives and gives up all defenses based on  
18 the statute of limitations, any claim of pre-indictment delay, or any  
19 speedy trial claim with respect to any such action, except to the  
20 extent that such defenses existed as of the date of defendant's  
21 signing this agreement.

22 c. Defendant agrees that: (i) any statements made by  
23 defendant, under oath, at the guilty plea hearing (if such a hearing  
24 occurred prior to the breach); (ii) the agreed to factual basis  
25 statement in this agreement; and (iii) any evidence derived from such  
26 statements, shall be admissible against defendant in any such action  
27 against defendant, and defendant waives and gives up any claim under  
28 the United States Constitution, any statute, Rule 410 of the Federal

1 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
2 Procedure, or any other federal rule, that the statements or any  
3 evidence derived from the statements should be suppressed or are  
4 inadmissible.

5 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

6 OFFICE NOT PARTIES

7 27. Defendant understands that the Court and the United States  
8 Probation and Pretrial Services Office are not parties to this  
9 agreement and need not accept any of the USAO's sentencing  
10 recommendations or the parties' agreements to facts, sentencing  
11 factors, or sentencing. Defendant understands that the Court will  
12 determine the facts, sentencing factors, and other considerations  
13 relevant to sentencing and will decide for itself whether to accept  
14 and agree to be bound by this agreement.

15 28. Defendant understands that both defendant and the USAO are  
16 free to: (a) supplement the facts by supplying relevant information  
17 to the United States Probation and Pretrial Services Office and the  
18 Court, (b) correct any and all factual misstatements relating to the  
19 Court's Sentencing Guidelines calculations and determination of  
20 sentence, and (c) argue on appeal and collateral review that the  
21 Court's Sentencing Guidelines calculations and the sentence it  
22 chooses to impose are not error, although each party agrees to  
23 maintain its view that the calculations and sentence referenced in  
24 paragraphs 13 and 14 are consistent with the facts of this case.  
25 While this paragraph permits both the USAO and defendant to submit  
26 full and complete factual information to the United States Probation  
27 and Pretrial Services Office and the Court, even if that factual  
28 information may be viewed as inconsistent with the facts agreed to in

1 this agreement, this paragraph does not affect defendant's and the  
2 USAO's obligations not to contest the facts agreed to in this  
3 agreement.

4 NO ADDITIONAL AGREEMENTS

5 29. Defendant understands that, except as set forth herein,  
6 there are no promises, understandings, or agreements between the USAO  
7 and defendant or defendant's attorney, and that no additional  
8 promise, understanding, or agreement may be entered into unless in a  
9 writing signed by all parties or on the record in court.

10 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

11 30. The parties agree that this agreement will be considered  
12 part of the record of defendant's guilty plea hearing as if the  
13 entire agreement had been read into the record of the proceeding.

14 AGREED AND ACCEPTED

15 UNITED STATES ATTORNEY'S OFFICE  
16 FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

17 TRACY L. WILKISON  
18 Acting United States Attorney

19 *Solomon Kim*

10/22/2021

20 ELIA HERRERA  
21 SOLOMON KIM  
Assistant United States Attorneys

Date

22 *Stephen Andrew Walter*

10/22/2021

23 STEPHEN ANDREW WALTER  
24 Defendant

Date

25 *W. S. Harris*  
26 WILLIAM HARRIS

10/22/2021

27 Attorney for Defendant  
28 STEPHEN ANDREW WALTER

Date

CERTIFICATION OF DEFENDANT

1

2 I have read this agreement in its entirety. I have had enough

3 time to review and consider this agreement, and I have carefully and

4 thoroughly discussed every part of it with my attorney. I understand

5 the terms of this agreement, and I voluntarily agree to those terms.

6 I have discussed the evidence with my attorney, and my attorney has

7 advised me of my rights, of possible pretrial motions that might be

8 filed, of possible defenses that might be asserted either prior to or

9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),

10 of relevant Sentencing Guidelines provisions, and of the consequences

11 of entering into this agreement. No promises, inducements, or

12 representations of any kind have been made to me other than those

13 contained in this agreement. No one has threatened or forced me in

14 any way to enter into this agreement. I am satisfied with the

15 representation of my attorney in this matter, and I am pleading

16 guilty because I am guilty of the charge and wish to take advantage

17 of the promises set forth in this agreement, and not for any other

18 reason.

19 Stephen Andrew Walter

20 STEPHEN ANDREW WALTER  
21 Defendant

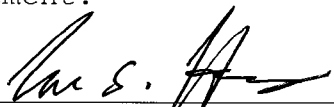
10/22/2021

22 Date



CERTIFICATION OF DEFENDANT'S ATTORNEY

I am defendant STEPHEN ANDREW WALTER's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



WILLIAM HARRIS  
Attorney for Defendant  
STEPHEN ANDREW WALTER

10/22/2021

Date