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 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,
 13
 Plaintiff,
 14
 v.
 15
 16 STEPHEN WILLIAM BEAL,
 Defendant.

No. CR 20-060-JLS(A)
PLEA AGREEMENT FOR DEFENDANT
STEPHEN WILLIAM BEAL
 (REDACTED)

17
 18
 19 1. This constitutes the plea agreement between STEPHEN WILLIAM
 20 BEAL ("defendant") and the United States Attorney's Office for the
 21 Central District of California (the "USAO") in the above-captioned
 22 case. This agreement is limited to the USAO and cannot bind any
 23 other federal, state, local, or foreign prosecuting, enforcement,
 24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:
 27 a. At the earliest opportunity requested by the USAO and
 28 provided by the Court, appear and plead guilty to counts nine,

1 thirteen, and fourteen of the first superseding indictment in United
2 States v. Stephen William Beal, CR No. 20-060-JLS(A), which charges
3 defendant with wire fraud in violation of 18 U.S.C. 1343, Social
4 Security Fraud in violation of 18 U.S.C. 408(a)(1), and Concealment
5 of Bankruptcy Assets in violation of 18 U.S.C. § 152(1).

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

7 c. Abide by all agreements regarding sentencing contained
8 in this agreement.

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

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

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

18 g. Pay the applicable special assessments at or before
19 the time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessments.

21 h. Complete the Financial Disclosure Statement on a form
22 provided by the USAO and, within 30 days of defendant's entry of a
23 guilty plea, deliver the signed and dated statement, along with all
24 of the documents requested therein, to the USAO by either email at
25 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
26 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
27 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
28 criminal debt shall be assessed based on the completed Financial

1 Disclosure Statement and all required supporting documents, as well
2 as other relevant information relating to ability to pay.

3 i. Authorize the USAO to obtain a credit report upon
4 returning a signed copy of this plea agreement.

5 j. Consent to the USAO inspecting and copying all of
6 defendant's financial documents and financial information held by the
7 United States Probation and Pretrial Services Office.

8 FORFEITURE AND FINANCIAL ACCOUNTABILITY

9 3. Defendant further agrees:

10 a. To forfeit all right, title, and interest in and to
11 any and all monies, properties, and/or assets of any kind, derived
12 from or acquired as a result of, or used to facilitate the commission
13 of, or involved in the illegal activity to which defendant is
14 pleading guilty, specifically including, but not limited to, the
15 following: 7103 E. El Paseo Street, Long Beach, California
16 (collectively, the "Forfeitable Assets").

17 b. To the Court's entry of an order of forfeiture at or
18 before sentencing with respect to the Forfeitable Assets and to the
19 forfeiture of the assets.

20 c. To take whatever steps are necessary to pass to the
21 United States clear title to the Forfeitable Assets, including,
22 without limitation, the execution of a consent decree of forfeiture
23 and the completing of any other legal documents required for the
24 transfer of title to the United States.

25 d. Not to contest any administrative forfeiture
26 proceedings or civil judicial proceedings commenced against the
27 Forfeitable Assets. If defendant submitted a claim and/or petition
28 for remission for all or part of the Forfeitable Assets on behalf of

1 himself or any other individual or entity, defendant shall and hereby
2 does withdraw any such claims or petitions, and further agrees to
3 waive any right he may have to seek remission or mitigation of the
4 forfeiture of the Forfeitable Assets.

5 e. Not to assist any other individual in any effort
6 falsely to contest the forfeiture of the Forfeitable Assets.

7 f. Not to claim that reasonable cause to seize the
8 Forfeitable Assets was lacking.

9 g. To prevent the transfer, sale, destruction, or loss of
10 any and all assets described above to the extent defendant has the
11 ability to do so.

12 h. To fill out and deliver to the USAO a completed
13 financial statement listing defendant's assets on a form provided by
14 the USAO.

15 i. That forfeiture of Forfeitable Assets shall not be
16 counted toward satisfaction of any special assessment, fine,
17 restitution, costs, or other penalty the Court may impose.

18 j. With respect to any criminal forfeiture ordered as a
19 result of this plea agreement, defendant waives: (1) the requirements
20 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
21 notice of the forfeiture in the charging instrument, announcements of
22 the forfeiture sentencing, and incorporation of the forfeiture in the
23 judgment; (2) all constitutional and statutory challenges to the
24 forfeiture (including by direct appeal, habeas corpus or any other
25 means); and (3) all constitutional, legal, and equitable defenses to
26 the forfeiture of the Forfeitable Assets in any proceeding on any
27 grounds including, without limitation, that the forfeiture
28 constitutes an excessive fine or punishment. Defendant acknowledges

1 that forfeiture of the Forfeitable Assets is part of the sentence
2 that may be imposed in this case and waives any failure by the Court
3 to advise defendant of this, pursuant to Federal Rule of Criminal
4 Procedure 11(b)(1)(J), at the time the Court accepts defendant's
5 guilty pleas.

6 THE USAO'S OBLIGATIONS

7 4. The USAO agrees to:

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

9 b. Abide by all agreements regarding sentencing contained
10 in this agreement.

11 c. At the time of sentencing, move to dismiss the
12 underlying indictment and remaining counts of the first superseding
13 indictment as against defendant. Defendant agrees, however, that at
14 the time of sentencing the Court may consider any dismissed charges
15 in determining the applicable Sentencing Guidelines range, the
16 propriety and extent of any departure from that range, and the
17 sentence to be imposed.

18 d. At the time of sentencing, provided that defendant
19 demonstrates an acceptance of responsibility for the offenses up to
20 and including the time of sentencing, recommend a two-level reduction
21 in the applicable Sentencing Guidelines offense level, pursuant to
22 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
23 additional one-level reduction if available under that section.

24 e. For purposes of the offenses charged in the above-
25 captioned case only, recommend that defendant be sentenced to a term
26 of imprisonment of time-served at the time of sentencing and that the
27 term of imprisonment be served concurrently to any term of
28 imprisonment imposed in the case, United States v. Beal, SA CR 19-

1 047-JLS. In no way does this plea agreement limit the government's
2 sentencing recommendation in the case, United States v. Beal, SA CR
3 19-047-JLS.

4 f. Except for criminal tax violations (including
5 conspiracy to commit such violations chargeable under 18 U.S.C.
6 § 371), not criminally prosecute [REDACTED] for violations of [REDACTED]
7 [REDACTED]
8 [REDACTED] Defendant
9 understands that the USAO is free to criminally prosecute [REDACTED]
10 [REDACTED] for any other unlawful conduct. Defendant agrees that
11 government has not stated an intent to prosecute [REDACTED].
12 Defendant has received discovery related to his offenses and agrees
13 that there is probable cause to prosecute [REDACTED] for
14 violations of [REDACTED]. Defendant acknowledges that
15 defendant has discussed with defendant's attorney, and carefully
16 considered, the possible advantages and disadvantages to defendant of
17 agreeing to this provision as part of this Agreement; defendant is
18 agreeing to this provision as part of this Agreement freely and
19 voluntarily because defendant believes agreeing to this provision as
20 part of this Agreement to be in defendant's best interests; and
21 defendant is not agreeing to this provision as part of this Agreement
22 because of threats, coercion, or other undue influence by the USAO.

23 NATURE OF THE OFFENSES

24 5. Defendant understands that for defendant to be guilty of
25 the crime charged in count nine, that is, wire fraud, in violation of
26 Title 18, United States Code, Section 1343, the following must be
27 true: (1) the defendant knowingly participated in and devised a
28 scheme or plan to defraud, or a scheme or plan for obtaining money or

1 property by means of false or fraudulent pretenses, representations,
2 or promises; (2) the statements made as part of the scheme were
3 material; that is, they had a natural tendency to influence, or were
4 capable of influencing, a person to part with money or property; (3)
5 the defendant acted with the intent to defraud, that is, the intent
6 to deceive and cheat; and (4) the defendant used, or caused to be
7 used, an interstate wire communication to carry out or attempt to
8 carry out an essential part of the scheme.

9 6. Defendant understands that for defendant to be guilty of
10 the crime charged in count thirteen, that is, Social Security fraud,
11 in violation of Title 18, United States Code, Section 408(a)(1), the
12 following must be true: (1) the defendant had knowledge of an event
13 affecting his right to receive a Social Security Disability insurance
14 benefit payment; (2) the defendant knowingly concealed or failed to
15 disclose this event to the Social Security Administration; and (3)
16 the defendant concealed or failed to disclose this event to the
17 Social Security Administration with the intent to fraudulently secure
18 payment of Social Security Disability insurance benefit when no
19 payment to him was authorized.

20 7. Defendant understands that for defendant to be guilty of
21 the crime charged in count fourteen, that is, Concealment of
22 Bankruptcy Assets, in violation of Title 18, United States Code,
23 Section 152(1), the following must be true: (1) there was a
24 bankruptcy proceeding in existence; (2) assets belonged to the
25 bankruptcy estate; (3) the defendant knowingly concealed assets from
26 creditors, custodian, trustee, marshal, United States Trustee, or
27 other person charged with control or custody of such property; and
28

1 (4) the defendant acted fraudulently, that is, with the intent to
2 deceive any creditor, the trustee, or the bankruptcy judge.

3 PENALTIES AND RESTITUTION

4 8. Defendant understands that the statutory maximum sentence
5 that the Court can impose for a violation of Title 18, United States
6 Code, Section 1343, is: 20 years of imprisonment; a three-year period
7 of supervised release; a fine of \$250,000 or twice the gross gain or
8 gross loss resulting from the offense, whichever is greatest; and a
9 mandatory special assessment of \$100.

10 9. Defendant understands that the statutory maximum sentence
11 that the Court can impose for a violation of Title 18, United States
12 Code, Section 408(a)(1), is: 5 years of imprisonment; a three-year
13 period of supervised release; a fine of \$250,000 or twice the gross
14 gain or gross loss resulting from the offense, whichever is greatest;
15 and a mandatory special assessment of \$100.

16 10. Defendant understands that the statutory maximum sentence
17 that the Court can impose for a violation of Title 18, United States
18 Code, Section 152(1), is: 5 years of imprisonment; a three-year
19 period of supervised release; a fine of \$250,000 or twice the gross
20 gain or gross loss resulting from the offense, whichever is greatest;
21 and a mandatory special assessment of \$100.

22 11. Defendant understands, therefore, that the total maximum
23 sentence for all offenses to which defendant is pleading guilty is:
24 30 years of imprisonment; a three-year period of supervised release;
25 a fine of \$750,000 or twice the gross gain or gross loss resulting
26 from the offenses, whichever is greatest; and a mandatory special
27 assessment of \$300.

28

1 12. Defendant understands that defendant will be required to
2 pay full restitution to the victim(s) of the offenses to which
3 defendant is pleading guilty. Defendant agrees that, in return for
4 the USAO's compliance with its obligations under this agreement, the
5 Court may order restitution to persons other than the victim(s) of
6 the offenses to which defendant is pleading guilty and in amounts
7 greater than those alleged in the counts to which defendant is
8 pleading guilty. In particular, defendant agrees that the Court may
9 order restitution to any victim of any of the following for any
10 losses suffered by that victim as a result: (a) any relevant conduct,
11 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to
12 which defendant is pleading guilty; and (b) any counts dismissed
13 pursuant to this agreement as well as all relevant conduct, as
14 defined in U.S.S.G. § 1B1.3, in connection with those counts. The
15 parties currently believe that the applicable amount of restitution
16 is approximately \$1.5 million, but recognize and agree that this
17 amount could change based on facts that come to the attention of the
18 parties prior to sentencing.

19 13. Defendant understands that supervised release is a period
20 of time following imprisonment during which defendant will be subject
21 to various restrictions and requirements. Defendant understands that
22 if defendant violates one or more of the conditions of any supervised
23 release imposed, defendant may be returned to prison for all or part
24 of the term of supervised release authorized by statute for the
25 offense that resulted in the term of supervised release, which could
26 result in defendant serving a total term of imprisonment greater than
27 the statutory maximum stated above.

28

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

14 15. Defendant and his counsel have discussed the fact that, and
15 defendant understands that, if defendant is not a United States
16 citizen, the convictions in this case makes it practically inevitable
17 and a virtual certainty that defendant will be removed or deported
18 from the United States. Defendant may also be denied United States
19 citizenship and admission to the United States in the future.
20 Defendant understands that while there may be arguments that
21 defendant can raise in immigration proceedings to avoid or delay
22 removal, removal is presumptively mandatory and a virtual certainty
23 in this case. Defendant further understands that removal and
24 immigration consequences are the subject of a separate proceeding and
25 that no one, including his attorney or the Court, can predict to an
26 absolute certainty the effect of his convictions on his immigration
27 status. Defendant nevertheless affirms that he wants to plead guilty
28

1 regardless of any immigration consequences that his pleas may entail,
2 even if the consequence is automatic removal from the United States.

3 16. Defendant understands that, if defendant is not a United
4 States citizen, the felony convictions in this case may subject
5 defendant to: removal, also known as deportation, which may, under
6 some circumstances, be mandatory; denial of citizenship; and denial
7 of admission to the United States in the future. The Court cannot,
8 and defendant's attorney also may not be able to, advise defendant
9 fully regarding the immigration consequences of the felony
10 convictions in this case. Defendant understands that unexpected
11 immigration consequences will not serve as grounds to withdraw
12 defendant's guilty pleas.

13 CRIMINAL FORFEITURE

14 17. The Court will also order forfeiture of the property listed
15 in the Forfeiture Allegations indictment pursuant to 18 U.S.C.
16 § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

17 FACTUAL BASIS

18 18. Defendant admits that defendant is, in fact, guilty of the
19 offenses to which defendant is agreeing to plead guilty. Defendant
20 and the USAO agree to the statement of facts provided below and agree
21 that this statement of facts is sufficient to support pleas of guilty
22 to the charges described in this agreement and to establish the
23 Sentencing Guidelines factors set forth in paragraph 14 below but is
24 not meant to be a complete recitation of all facts relevant to the
25 underlying criminal conduct or all facts known to either party that
26 relate to that conduct.

27 Between January 2010 and December 2021, defendant engaged in a
28 scheme to defraud the Hartford, a disability insurance company, in

1 order to obtain fraudulent disability benefits. From January 2010
2 through January 2019, defendant submitted fraudulent disability forms
3 and false statements from his doctors claiming that he could not work
4 because he suffered from aphasia, difficulty communicating, memory
5 loss, and an inability to read. He also claimed his disability
6 prevented him from acting as a sailboat captain and engaging in a
7 high-powered rocketry hobby. He also claimed that he could not
8 engage in household chores, had difficulty dressing himself, could
9 not do crossword puzzles, and could not watch movies. Contrary to
10 the representations he made in the disability forms and through his
11 doctors, defendant was able to work, did not have difficulty
12 communicating, did not have memory loss, was able to read, could act
13 as a sailboat captain, could engage in the hobby of high-powered
14 rockets, could complete household chores, could do crossword puzzles,
15 and could watch movies. During this time, defendant worked
16 professionally as an actor, passed four closed-book tests in order to
17 obtain sailing certifications, engaged in the hobby of high-powered
18 rocketry, and remodeled his residence. As a result of defendant's
19 scheme to defraud and false statements to the Hartford, defendant
20 received approximately \$1 million in fraudulent disability payments
21 from January 2009 through January 2019. Defendant's statements to
22 the Hartford were material, in that the Hartford would not have paid
23 disability benefits had defendant disclosed the true facts. In order
24 to facilitate his scheme to defraud, defendant used the wires,
25 specifically causing his disability forms and doctor statements to be
26 transmitted through interstate wires. In addition, defendant
27 received some of the disability payments through electronic deposit
28

1 into his bank account, thereby using interstate wires. Specifically,
 2 defendant caused the following transmissions over the wires:

COUNT	DATE	ITEM WIRED
EIGHT	September 6, 2018	Physician statement from Treating Physician 1 defendant BEAL caused to be transmitted via facsimile from Orange County within the Central District of California to the Hartford in Lexington, Kentucky
NINE	November 6, 2019	Physician statement from Treating Physician 2 and Claimant questionnaire defendant BEAL caused to be transmitted via facsimile from the Central District of California to the Hartford in Lexington, Kentucky
TEN	February 22, 2019	Payment in the amount of \$3,648.33 to be transmitted via Electronic Fund Transfer from South Windsor, Connecticut to the Central District of California
ELEVEN	March 22, 2019	Payment in the amount of \$3,648.33 to be transmitted via Electronic Fund Transfer from South Windsor, Connecticut to the Central District of California
TWELVE	December 31, 2019	Payment in the amount of \$18,241.65 to be transmitted via Electronic Fund Transfer from South Windsor, Connecticut to the Central District of California

19
 20 Between January 2010 and December 2021, defendant committed
 21 Social Security fraud. Prior to January 2010, defendant applied for
 22 and obtained Social Security benefits due to a disability. Knowing
 23 that he did not suffer from a disability as early as January 2010,
 24 defendant concealed and failed to disclose his lack of disability to
 25 the Social Security Administration, a fact that he was required to do
 26 under the law. In concealing and failing to disclose such
 27 information, defendant intended to fraudulently secure disability
 28 payments from the Social Security Administration when he knew that he

1 was not entitled to such payments. As a result of defendant's Social
2 Security fraud, defendant received over \$350,000 in fraudulent Social
3 Security benefits from January 2010 through January 2019.

4 Defendant also concealed assets from the bankruptcy trustee and
5 bankruptcy court in connection with the filing of his 2009
6 bankruptcy. Defendant filed for bankruptcy on October 5, 2009, In re
7 Stephen William Beal, Bankruptcy Case No. 2:09-bk-37002-NB. Through
8 the bankruptcy proceeding, defendant discharged approximately
9 \$117,000 of debt. Prior to the completion of defendant's chapter 13
10 plan and the entry of discharge, defendant received \$350,000 as a
11 result of a lawsuit filed against Marsh McLennan on an accidental
12 death policy. This money was an asset belonging to the bankruptcy
13 estate, which defendant was required to report to the trustee.
14 Defendant did not report receipt of this money to the chapter 13
15 trustee, the bankruptcy court, or his creditors, despite knowing he
16 was required to do so. After receiving this money, defendant
17 immediately transferred large portions of it to brokerage accounts.
18 Defendant acted fraudulently, with the intent to deceive and cheat
19 the trustee, bankruptcy court, and his creditors, and to deprive his
20 creditors of money.

21 SENTENCING FACTORS

22 19. Defendant understands that in determining defendant's
23 sentence the Court is required to calculate the applicable Sentencing
24 Guidelines range and to consider that range, possible departures
25 under the Sentencing Guidelines, and the other sentencing factors set
26 forth in 18 U.S.C. § 3553(a). Defendant understands that the
27 Sentencing Guidelines are advisory only, that defendant cannot have
28 any expectation of receiving a sentence within the calculated

1 Sentencing Guidelines range, and that after considering the
2 Sentencing Guidelines and the other § 3553(a) factors, the Court will
3 be free to exercise its discretion to impose any sentence it finds
4 appropriate up to the maximum set by statute for the crimes of
5 conviction.

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

8 Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
9 Loss more than \$550,000:	+14	U.S.S.G. § 2B1.1(b)(1)(H)
10 Bankruptcy fraud	+2	U.S.S.G. § 2B1.1(b)(9)

11 Defendant and the USAO reserve the right to argue that additional
12 specific offense characteristics, adjustments, and departures under
13 the Sentencing Guidelines are appropriate.

14 21. Defendant understands that there is no agreement as to
15 defendant's criminal history or criminal history category.

16 22. Defendant and the USAO reserve the right to argue for a
17 sentence outside the sentencing range established by the Sentencing
18 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
19 (a)(2), (a)(3), (a)(6), and (a)(7).

20 WAIVER OF CONSTITUTIONAL RIGHTS

21 23. Defendant understands that by pleading guilty, defendant
22 gives up the following rights:

- 23 a. The right to persist in a plea of not guilty.
- 24 b. The right to a speedy and public trial by jury.
- 25 c. The right to be represented by counsel -- and if
26 necessary have the Court appoint counsel -- at trial. Defendant
27 understands, however, that, defendant retains the right to be
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1 represented by counsel -- and if necessary have the Court appoint
2 counsel -- at every other stage of the proceeding.

3 d. The right to be presumed innocent and to have the
4 burden of proof placed on the government to prove defendant guilty
5 beyond a reasonable doubt.

6 e. The right to confront and cross-examine witnesses
7 against defendant.

8 f. The right to testify and to present evidence in
9 opposition to the charges, including the right to compel the
10 attendance of witnesses to testify.

11 g. The right not to be compelled to testify, and, if
12 defendant chose not to testify or present evidence, to have that
13 choice not be used against defendant.

14 h. Any and all rights to pursue any affirmative defenses,
15 Fourth Amendment or Fifth Amendment claims, and other pretrial
16 motions that have been filed or could be filed.

17 WAIVER OF RETURN OF DIGITAL DATA

18 24. Understanding that the government has in its possession
19 digital devices and/or digital media seized from defendant, defendant
20 waives any right to the return of digital data contained on those
21 digital devices and/or digital media and agrees that if any of these
22 digital devices and/or digital media are returned to defendant, the
23 government may delete all digital data from those digital devices
24 and/or digital media before they are returned to defendant.

25 WAIVER OF APPEAL OF CONVICTION

26 25. Defendant understands that, with the exception of an appeal
27 based on a claim that defendant's guilty pleas were involuntary, by
28 pleading guilty defendant is waiving and giving up any right to

1 appeal defendant's convictions on the offenses to which defendant is
2 pleading guilty. Defendant understands that this waiver includes,
3 but is not limited to, arguments that the statutes to which defendant
4 is pleading guilty are unconstitutional, and any and all claims that
5 the statement of facts provided herein is insufficient to support
6 defendant's pleas of guilty.

7 WAIVER OF APPEAL AND COLLATERAL ATTACK

8 26. Defendant gives up the right to appeal all of the
9 following: (a) the procedures and calculations used to determine and
10 impose any portion of the sentence; (b) the term of imprisonment
11 imposed by the Court, including, to the extent permitted by law, the
12 constitutionality or legality of defendant's sentence, provided it is
13 within the statutory maximum; (c) the fine imposed by the Court,
14 provided it is within the statutory maximum; (d) the amount and terms
15 of any restitution order, provided it requires payment of no more
16 than \$1.5 million; (e) the term of probation or supervised release
17 imposed by the Court, provided it is within the statutory maximum;
18 and (f) any of the following conditions of probation or supervised
19 release imposed by the Court: the conditions set forth in Second
20 Amended General Order 20-04 of this Court; the drug testing
21 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
22 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

23 27. Defendant also gives up any right to bring a post-
24 conviction collateral attack on the convictions or sentence,
25 including any order of restitution, except a post-conviction
26 collateral attack based on a claim of ineffective assistance of
27 counsel, a claim of newly discovered evidence, or an explicitly
28 retroactive change in the applicable Sentencing Guidelines,

1 sentencing statutes, or statutes of conviction. Defendant
2 understands that this waiver includes, but is not limited to,
3 arguments that the statutes to which defendant is pleading guilty are
4 unconstitutional, and any and all claims that the statement of facts
5 provided herein is insufficient to support defendant's pleas of
6 guilty.

7 28. This agreement does not affect in any way the right of the
8 USAO to appeal the sentence imposed by the Court.

9 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

10 29. Defendant agrees that if any count of conviction is
11 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
12 resentence defendant on any remaining counts of conviction, with both
13 the USAO and defendant being released from any stipulations regarding
14 sentencing contained in this agreement, (b) ask the Court to void the
15 entire plea agreement and vacate defendant's guilty pleas on any
16 remaining counts of conviction, with both the USAO and defendant
17 being released from all their obligations under this agreement, or
18 (c) leave defendant's remaining convictions, sentence, and plea
19 agreement intact. Defendant agrees that the choice among these three
20 options rests in the exclusive discretion of the USAO.

21 RESULT OF WITHDRAWAL OF GUILTY PLEA

22 30. Defendant agrees that if, after entering guilty pleas
23 pursuant to this agreement, defendant seeks to withdraw and succeeds
24 in withdrawing defendant's guilty pleas on any basis other than a
25 claim and finding that entry into this plea agreement was
26 involuntary, then (a) the USAO will be relieved of all of its
27 obligations under this agreement; and (b) should the USAO choose to
28 pursue any charge that was either dismissed or not filed as a result

1 of this agreement, then (i) any applicable statute of limitations
2 will be tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action; and
4 (ii) defendant waives and gives up all defenses based on the statute
5 of limitations, any claim of pre-indictment delay, or any speedy
6 trial claim with respect to any such action, except to the extent
7 that such defenses existed as of the date of defendant's signing this
8 agreement.

9 EFFECTIVE DATE OF AGREEMENT

10 31. This agreement is effective upon signature and execution of
11 all required certifications by defendant, defendant's counsel, and an
12 Assistant United States Attorney.

13 BREACH OF AGREEMENT

14 32. Defendant agrees that if defendant, at any time after the
15 signature of this agreement and execution of all required
16 certifications by defendant, defendant's counsel, and an Assistant
17 United States Attorney, knowingly violates or fails to perform any of
18 defendant's obligations under this agreement ("a breach"), the USAO
19 may declare this agreement breached. All of defendant's obligations
20 are material, a single breach of this agreement is sufficient for the
21 USAO to declare a breach, and defendant shall not be deemed to have
22 cured a breach without the express agreement of the USAO in writing.
23 If the USAO declares this agreement breached, and the Court finds
24 such a breach to have occurred, then: (a) if defendant has previously
25 entered guilty pleas pursuant to this agreement, defendant will not
26 be able to withdraw the guilty pleas, and (b) the USAO will be
27 relieved of all its obligations under this agreement.

28

1 33. Following the Court's finding of a knowing breach of this
2 agreement by defendant, should the USAO choose to pursue any charge
3 that was either dismissed or not filed as a result of this agreement,
4 then:

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

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

13 c. Defendant agrees that: (i) any statements made by
14 defendant, under oath, at the guilty plea hearing (if such a hearing
15 occurred prior to the breach); (ii) the agreed to factual basis
16 statement in this agreement; and (iii) any evidence derived from such
17 statements, shall be admissible against defendant in any such action
18 against defendant, and defendant waives and gives up any claim under
19 the United States Constitution, any statute, Rule 410 of the Federal
20 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
21 Procedure, or any other federal rule, that the statements or any
22 evidence derived from the statements should be suppressed or are
23 inadmissible.

24 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25 OFFICE NOT PARTIES

26 34. Defendant understands that the Court and the United States
27 Probation and Pretrial Services Office are not parties to this
28 agreement and need not accept any of the USAO's sentencing

1 recommendations or the parties' agreements to facts or sentencing
2 factors.

3 35. Defendant understands that both defendant and the USAO are
4 free to: (a) supplement the facts by supplying relevant information
5 to the United States Probation and Pretrial Services Office and the
6 Court, (b) correct any and all factual misstatements relating to the
7 Court's Sentencing Guidelines calculations and determination of
8 sentence, and (c) argue on appeal and collateral review that the
9 Court's Sentencing Guidelines calculations and the sentence it
10 chooses to impose are not error, although each party agrees to
11 maintain its view that the calculations in paragraph 14 are
12 consistent with the facts of this case. While this paragraph permits
13 both the USAO and defendant to submit full and complete factual
14 information to the United States Probation and Pretrial Services
15 Office and the Court, even if that factual information may be viewed
16 as inconsistent with the facts agreed to in this agreement, this
17 paragraph does not affect defendant's and the USAO's obligations not
18 to contest the facts agreed to in this agreement.

19 36. Defendant understands that even if the Court ignores any
20 sentencing recommendation, finds facts or reaches conclusions
21 different from those agreed to, and/or imposes any sentence up to the
22 maximum established by statute, defendant cannot, for that reason,
23 withdraw defendant's guilty pleas, and defendant will remain bound to
24 fulfill all defendant's obligations under this agreement. Defendant
25 understands that no one -- not the prosecutor, defendant's attorney,
26 or the Court -- can make a binding prediction or promise regarding
27 the sentence defendant will receive, except that it will be within
28 the statutory maximum.

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NO ADDITIONAL AGREEMENTS

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

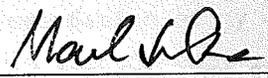
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

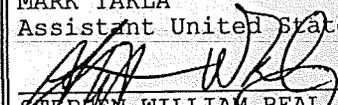
E. MARTIN ESTRADA
United States Attorney



MARK TAKLA
Assistant United States Attorneys

30 OCT 2023

Date


STEPHEN WILLIAM BEAL
Defendant

16/10/2023

Date


MEGHAN BLANCO
Attorney for Defendant Stephen
William Beal

10-16-23

Date

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my 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. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

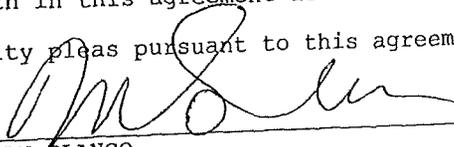

STEPHEN WILLIAM BEAL
Defendant

16/10/2023
Date

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Stephen William Beal'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 guilty pleas pursuant to this agreement.


MEGHAN BLANCO
Attorney for Defendant Stephen
William Beal

10-16-23
Date