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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
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7
 8 **UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF NEVADA**

9 UNITED STATES OF AMERICA,
 10 Plaintiff,
 11 v.
 12 ARI SHAQUILLE WILSON,
 13 Defendant.

No. 2:23-cr-00073-RFB-BNW

**Plea Agreement for Defendant
 Ari Shaquille Wilson Pursuant to Fed. R.
 Crim. P. 11(c)(1)(A) and (B)**

14
 15
 16 This plea agreement between Ari Shaquille Wilson (“defendant”) and the United States
 17 Attorney’s Office for the District of Nevada (the “USAO”) sets forth the parties’ agreement
 18 regarding the criminal charges referenced herein and the applicable sentences, fines, and
 19 forfeiture in the above-captioned case. This agreement binds only defendant and the USAO and
 20 does not bind the district court, the U.S. Probation Office, or any other federal, state, local, or
 21 foreign prosecuting, enforcement, administrative, or regulatory authorities. This agreement does
 22 not prohibit the USAO or any agency or third party from seeking any other civil or
 23 administrative remedies, including administrative forfeiture or civil forfeiture *in rem* actions,
 24 directly or indirectly against defendant or defendant’s property.

1 This agreement becomes effective upon signature by defendant, defendant's counsel, and
2 an Assistant United States Attorney.

3 **I. DEFENDANT'S OBLIGATIONS**

4 1. Defendant agrees to:

- 5 a. At the earliest opportunity requested by the USAO and provided by the
6 district court, appear and plead guilty to Count One of the superseding information in this case,
7 which charges defendant with Illegal Acquisition of Firearms, in violation of 18 U.S.C.
8 §§ 922(a)(6) and 924(a)(2);
- 9 b. Stipulate to the facts agreed to in this agreement;
- 10 c. Abide by all agreements regarding sentencing contained in this agreement;
- 11 d. Not seek to withdraw defendant's guilty plea once it is entered;
- 12 e. Appear for all court appearances, surrender as ordered for service of
13 sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter;
- 14 f. Not commit any federal, state, or local crime;
- 15 g. Be truthful at all times with the U.S. Probation and Pretrial Services Offices
16 and the Court;
- 17 h. Before and after sentencing, upon request by the Court, the USAO, or the
18 Probation Office, provide accurate and complete financial information, submit sworn
19 statements, and/or give depositions under oath concerning defendant's assets and defendant's
20 ability to pay. As part of the required disclosure, defendant agrees to provide any and all
21 financial information and authorizations requested by the Probation Office for preparation of the
22 Presentence Report. Defendant further agrees that, upon filing of this agreement, the USAO is
23 authorized to obtain defendant's credit report. Defendant will also complete a financial form
24 provided by the USAO, to include all supporting documentation, and return it to the USAO

1 within ten (10) days from entry of the plea. Defendant agrees that the district court may enter
2 any order necessary to effectuate or facilitate disclosure of defendant's financial information.

3 i. To facilitate payment of any fine, restitution, or assessment, surrender
4 assets defendant obtained directly or indirectly as a result of defendant's crimes. Defendant
5 agrees to voluntarily release funds and property under defendant's control or in which defendant
6 has any property interest, before and after sentencing, to pay any fine or restitution identified in
7 this agreement, agreed to by the parties, or ordered by the Court.

8 j. The forfeiture of the property and the imposition of the forfeiture of the
9 property as set forth in this plea agreement and the Forfeiture Allegation of the Superseding
10 Criminal Information.

11 II. THE USAO'S OBLIGATIONS

12 2. The USAO agrees to:

13 a. Stipulate to facts agreed to in this agreement;
14 b. Abide by all agreements regarding sentencing contained in this agreement;
15 c. At sentencing, provided that defendant demonstrates an acceptance of
16 responsibility for the offense up to and including the time of sentencing, recommend a two-level
17 reduction in the applicable sentencing guidelines offense level, pursuant to USSG § 3E1.1, and
18 move for an additional one-level reduction if available under that section;

19 d. At sentencing, move to dismiss the remaining counts of the indictment as
20 against defendant. Defendant agrees, however, that the district court may consider any dismissed
21 charges in determining the applicable sentencing guidelines range, the propriety and extent of
22 any departure from that range, and the sentence to be imposed.

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1 **III. ELEMENTS OF THE OFFENSE**

2 3. Count One: The elements of Illegal Acquisition of Firearms under 18 U.S.C.
3 § 922(a)(6), are as follows:

4 First: Ventura Munitions, Lock N Load Tactical, Guard Bees Firearms Training,
5 Freedom Firearms, and Big Gun gun stores (collectively “the FFLs”) were
6 each a licensed firearms dealer;

7 Second: in connection with acquiring and attempting to acquire the specified
8 firearms in the information from the FFLs, the defendant made a false
9 statement;

10 Third: the defendant knew the statement was false; and

11 Fourth: the false statement was material; that is, the false statement had a natural
12 tendency to influence or was capable of influencing the FFLs into believing
13 that the firearms could be lawfully sold to the defendant.

14 *See Ninth Circuit Model Criminal Jury Instruction 14.8 (2022 ed.)*

15 **IV. CONSEQUENCES OF CONVICTION**

16 4. Maximum Statutory Penalties:

17 a. Defendant understands that the statutory maximum sentence the district
18 court can impose for a violation of 18 U.S.C. §§ 922(a)(6) and 924(a)(2) as charged in Count One
19 through Six, is: 10 years imprisonment; a 3-year period of supervised release; a fine of \$250,000
20 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a
21 mandatory special assessment of \$100.

22 5. Criminal Forfeiture: Defendant understands that the district court will impose the
23 forfeiture of the property.

1 6. Parole Abolished: Defendant acknowledges that defendant's prison sentence
2 cannot be shortened by early release on parole because parole has been abolished.

3 7. Supervised Release: Defendant understands that supervised release is a period of
4 time following imprisonment during which defendant will be subject to various restrictions and
5 requirements. Defendant understands that if defendant violates one or more of the conditions of
6 any supervised release imposed, defendant may be returned to prison for all or part of the term of
7 supervised release authorized by statute for the offense that resulted in the term of supervised
8 release, which could result in defendant serving a total term of imprisonment greater than the
9 statutory maximum stated above.

10 8. Factors under 18 U.S.C. § 3553: Defendant understands that the district court
11 must consider the factors set forth in 18 U.S.C. § 3553(a) in determining defendant's sentence.
12 However, the statutory maximum sentence limit the district court's discretion in determining
13 defendant's sentence.

14 9. Potential Collateral Consequences of Conviction: Defendant understands that, by
15 pleading guilty, defendant may be giving up valuable government benefits and valuable civic
16 rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the
17 right to serve on a jury. Defendant understands that once the district court accepts defendant's
18 guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition.
19 Defendant understands that the conviction in this case may also subject defendant to various
20 other collateral consequences, including but not limited to revocation of probation, parole, or
21 supervised release in another case and suspension or revocation of a professional license.
22 Defendant understands that unanticipated collateral consequences will not serve as grounds to
23 withdraw defendant's guilty plea.

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1 numbers SV7064016 and SV7082523; and one Zastava Arms, model ZPAPM70, 7.62 x 39
2 caliber rifle bearing serial number Z70-138769.

3 On January 19, 2023, at Guard Bees Firearms Training (FFL-3), defendant filled out an
4 ATF Form 4473 to acquire one Century Arms, VSKA, 7.62 x 39 caliber rifle bearing serial
5 number SV7105564.

6 On January 24, 2023, at Freedom Firearms (FFL-4), defendant filled out an ATF Form
7 4473 to acquire one Century Arms, model VSKA, 7.62 x 39 rifles bearing serial number
8 SV7123351.

9 On January 25, 2023, at Freedom Firearms (FFL-4), defendant filled out an ATF Form
10 4473 to acquire one Century Arms, model VSKA, 7.62 x 39 rifles bearing serial number
11 SV71123547.

12 On January 24, 2023, at Big Gun (FFL-5), defendant filled out an ATF Form 4473 to
13 acquire one Century Arms, model C39V2, 7.62 x 39 rifle, bearing serial number C39V2A29544;
14 and one Century Arms, model BFT47, 7.62 x 39 rifle, bearing serial number BFT47017260.

15 Each of the five above-mentioned gun stores were licensed firearms dealers. On each of
16 the ATF Form 4473s defendant filled out identified above, defendant made the false statement
17 that he was the actual buyer of the identified firearms, when he knew he was purchasing the
18 firearms for another person. Defendant knew the statements were false. Defendant knew that the
19 false statements would influence the sellers into believing that the firearms could legally be sold
20 to defendant.

21 Defendant purchased the firearms for two other individuals. Defendant knew that
22 Individuals 1 and 2 were "cartel types" and "real gangsters." Defendant knew Individual 2 to be
23 an illegal alien in the United States. Defendant further knew that Individuals 1 and 2 were
24 driving in from California into Nevada to pick up the firearms from defendant and transport the

1 firearms outside of Nevada. Defendant transferred the nine firearms purchased at FFL-1 and
2 FFL-2 to Individuals 1 and 2 in January of 2023. Therefore, defendant knew or had reason to
3 know that his conduct would result in the transport, transfer, or disposal of a firearm to an
4 individual whose possession or receipt of the firearm would be unlawful; or who intended to use
5 or dispose of the firearm unlawfully. Defendant knew or had reason to believe that the offense
6 would result in the transfer of a firearm to a prohibited person.

7 Each of the firearms defendant purchased and transferred to the two individuals
8 contained a high-capacity magazine.

9 All of the aforementioned conduct occurred in the State and Federal District of Nevada.

10 VI. SENTENCING FACTORS

11 12. Discretionary Nature of Sentencing Guidelines: Defendant understands that in
12 determining defendant's sentence, the district court is required to calculate the applicable
13 sentencing guidelines range and to consider that range, possible departures under the sentencing
14 guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant
15 understands that the sentencing guidelines are advisory only, that defendant cannot have any
16 expectation of receiving a sentence within the calculated sentencing guidelines range, and that
17 after considering the sentencing guidelines and the other § 3553(a) factors, the district court will
18 be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum
19 set by statute for the crime of conviction.

20 13. Offense Level Calculations: The parties jointly agree and stipulate that, in
21 calculating defendant's advisory guidelines sentencing range, the Court should use the following
22 base offense level and adjustments; acknowledge that these stipulations do not bind the district
23 court; and agree that they will not seek to apply or advocate for the use of any other base offense
24

1 level(s) or any other specific offense characteristics, enhancements, or reductions in calculating
 2 the advisory guidelines range:

3 Base Offense Level USSG § 2K2.1(a)(4):	20
4 At least 8 and up to 24 Firearms USSG § 2K2.1 (b)(1)(B):	+4
5 <u>Trafficking of Firearms USSG § 2K2.1(b)(5):</u>	<u>+4</u>
6 Adjusted Offense Level:	28

7 14. Reduction for Acceptance of Responsibility: Under USSG § 3E1.1(a), the USAO
 8 will recommend that defendant receive a two-level downward adjustment for acceptance of
 9 responsibility unless defendant (a) fails to truthfully admit facts establishing a factual basis for the
 10 guilty plea when defendant enters the plea; (b) fails to truthfully admit facts establishing the
 11 amount of restitution owed when defendant enters the guilty plea; (c) fails to truthfully admit
 12 facts establishing the forfeiture allegations when defendant enters the guilty plea; (d) provides
 13 false or misleading information to the USAO, the Court, Pretrial Services, or the Probation
 14 Office; (e) denies involvement in the offense or provides conflicting statements regarding
 15 defendant’s involvement or falsely denies or frivolously contests conduct relevant to the offense;
 16 (f) attempts to withdraw defendant’s guilty plea; (g) commits or attempts to commit any crime;
 17 (h) fails to appear in court; or (i) violates the conditions of pretrial release.

18 Under USSG § 3E1.1(b), if the district court determines that defendant’s total offense
 19 level before operation of § 3E1.1(a) is 16 or higher, and if the USAO recommends a two-level
 20 downward adjustment pursuant to the preceding paragraph, the USAO will move for an
 21 additional one-level downward adjustment for acceptance of responsibility before sentencing
 22 because defendant communicated defendant’s decision to plead guilty in a timely manner that
 23 enabled the USAO to avoid preparing for trial and to efficiently allocate its resources.

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1 15. Criminal History Category: Defendant acknowledges that the district court may
2 base defendant's sentence in part on defendant's criminal record or criminal history. The district
3 court will determine defendant's criminal history category under the sentencing guidelines.

4 16. Additional Sentencing Information: The stipulated sentencing guidelines
5 calculations are based on information now known to the parties. Defendant understands that
6 both defendant and the USAO are free to (a) supplement the facts in this agreement by supplying
7 relevant information to the U.S. Probation and Pretrial Services Offices and the district court
8 regarding the nature, scope, and extent of defendant's criminal conduct and any aggravating or
9 mitigating facts or circumstances; and (b) correct any and all factual misstatements relating to the
10 district court's sentencing guidelines calculations and determination of sentence. While this
11 paragraph permits both the USAO and defendant to submit full and complete factual
12 information to the U.S. Probation and Pretrial Services Offices and the district court, even if that
13 factual information may be viewed as inconsistent with the facts agreed to in this agreement, this
14 paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed
15 to in this agreement. Good faith efforts to provide truthful information or to correct factual
16 misstatements shall not be grounds for defendant to withdraw defendant's guilty plea.

17 Defendant acknowledges that the U.S. Probation Office may calculate the sentencing
18 guidelines differently and may rely on additional information it obtains through its investigation.
19 Defendant also acknowledges that the district court may rely on this and other additional
20 information as it calculates the sentencing guidelines range and makes other sentencing
21 determinations, and the district court's reliance on such information shall not be grounds for
22 defendant to withdraw defendant's guilty plea.

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1 **VII. POSITIONS REGARDING SENTENCING**

2 17. The USAO will recommend that the district court sentence defendant to no more
3 than 57 months in custody. Defendant may argue for a downward variance pursuant to 18
4 U.S.C. § 3553.

5 18. Defendant acknowledges that the district court does not have to follow the
6 recommendation of either party.

7 19. Notwithstanding its agreement to recommend a sentence as described above, the
8 USAO reserves its right to defend any lawfully imposed sentence on appeal or in any post-
9 conviction litigation.

10 20. If defendant commits any act that results in the Court finding that defendant is
11 not entitled to a downward adjustment for acceptance of responsibility, the USAO is entitled to
12 argue for any sentence it deems appropriate under 18 U.S.C. § 3553(a). In any such event,
13 Defendant remains bound by the provisions of this agreement and shall not have the right to
14 withdraw defendant's guilty plea.

15 **VIII. WAIVER OF CONSTITUTIONAL RIGHTS**

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

- 18 a. The right to persist in a plea of not guilty;
- 19 b. The right to a speedy and public trial by jury;
- 20 c. The right to be represented by counsel—and if necessary have the court
21 appoint counsel—at trial. Defendant understands, however, that, defendant retains the right to
22 be represented by counsel—and if necessary have the court appoint counsel—at every other stage
23 of the proceeding;
- 24

1 d. The right to be presumed innocent and to have the burden of proof placed
2 on the USAO to prove defendant guilty beyond a reasonable doubt;

3 e. The right to confront and cross-examine witnesses against defendant;

4 f. The right to testify and to present evidence in opposition to the charges,
5 including the right to compel the attendance of witnesses to testify;

6 g. The right not to be compelled to testify, and, if defendant chose not to
7 testify or present evidence, to have that choice not be used against defendant; and

8 h. The right to pursue any affirmative defenses; Fourth Amendment or Fifth
9 Amendment claims; any other pretrial motions that have been or could have been filed; and
10 challenges to any adverse pre-trial rulings (unless specifically reserved in the following section).

11 **IX. WAIVER OF APPELLATE RIGHTS**

12 22. Waiver of Appellate Rights: Defendant knowingly and expressly waives: (a) the
13 right to appeal any sentence imposed within or below the applicable Sentencing Guideline range
14 as determined by the district court; (b) the right to appeal the manner in which the district court
15 determined that sentence on the grounds set forth in 18 U.S.C. § 3742; and (c) the right to appeal
16 any other aspect of the conviction, including but not limited to the constitutionality of the
17 statutes of conviction; any other aspect of the sentence, including but not limited to the
18 constitutionality of any mandatory or standard conditions of supervised release; and any order of
19 restitution or forfeiture.

20 23. Defendant reserves only the right to appeal any portion of the sentence that is an
21 upward departure or variance from the applicable Sentencing Guideline range as determined by
22 the district court.

23 24. Waiver of Post-Conviction Rights: Defendant also knowingly and expressly
24 waives all collateral challenges, including any claims under 28 U.S.C. § 2255, to defendant's

1 conviction, sentence, and the procedure by which the district court adjudicated guilt and
2 imposed sentence, except non-waivable claims of ineffective assistance of counsel.

3 25. Preservation of Evidence: Defendant acknowledges that the USAO and the
4 agencies investigating this case are not obligated or required to preserve any evidence obtained in
5 the investigation of this case.

6 **X. FORFEITURE**

7 26. Defendant knowingly and voluntarily:

8 a. Agrees to the district court imposing the civil judicial forfeiture and the
9 criminal forfeiture of:

- 10 i. One (1) Century Arms, VSKA, 7.62 x 39 caliber rifle bearing serial
11 number SV7105564;
- 12 ii. One (1) Century Arms, model VSKA, 7.62 x 39 rifles bearing serial
13 number SV7123351;
- 14 iii. One (1) Century Arms, model VSKA, 7.62 x 39 rifles bearing serial
15 number SV71123547;
- 16 iv. One (1) Century Arms, model C39V2, 7.62 x 39 rifle, bearing serial
17 number C39V2A29544;
- 18 v. One (1) Century Arms, model BFT47, 7.62 x 39 rifle, bearing serial
19 number BFT47017260;
- 20 vi. any and all compatible ammunition

21 (all of which constitutes property);

22 b. Agrees to the civil judicial forfeiture and the criminal forfeiture of the
23 property;

24 c. Forfeits the property to the United States;

1 d. Relinquishes all possessory rights, ownership rights, and all rights, titles,
2 and interests in the property;

3 e. Waives defendant's right to any civil judicial forfeiture proceedings and any
4 criminal forfeiture proceedings of the property (proceedings);

5 f. Waives service of process of any and all documents filed in this action and
6 any proceedings concerning the forfeiture of the property arising from the facts and
7 circumstances of this case;

8 g. Waives any further notice to defendant, defendant's agents, and
9 defendant's attorney regarding the forfeiture and disposition of the property;

10 h. Agrees not to file any claim, answer, petition, and other documents in any
11 proceedings concerning the property; agrees not to contest, and agrees not to assist any other
12 person and entity to contest, the forfeiture; and agrees to withdraw immediately any claim,
13 answer, petition, and other documents in any proceedings;

14 i. Waives the statute of limitations, the CAFRA requirements, Fed. R. Crim.
15 P. 7, 11, 32.2, and 43(a), including, but not limited to, forfeiture notice in the charging
16 document, the court advising defendant of the forfeiture at the change of plea, the court having a
17 forfeiture hearing, the court making factual findings regarding the forfeiture, the court
18 announcing the forfeiture at the change of plea and sentencing, the court attaching the forfeiture
19 order to the Judgment in a Criminal Case, and any and all constitutional, statutory, legal,
20 equitable rights, defenses, and claims regarding the property in any proceedings, including, but
21 not limited to, double jeopardy and due process under the Fifth Amendment to the United States
22 Constitution;

1 j. Waives all constitutional, statutory, legal, equitable rights, defenses, and
2 claims regarding the property in any proceedings, including, but not limited to, a jury trial under
3 the Sixth Amendment to the United States Constitution;

4 k. Waives any and all constitutional, statutory, legal, equitable rights,
5 defenses, and claims regarding the property in any proceedings, including, but not limited to,
6 excessive fines clause and cruel and unusual punishments clause under the Eighth Amendment
7 to the United States Constitution;

8 l. Waives any and all constitutional, statutory, legal, equitable rights,
9 defenses, and claims to the property in any proceedings under *Honeycutt v. United States*, 581 U.S.
10 443 (2017); *United States v. Thompson*, 990 F.3d 680 (9th Cir. 2021); and *United States v. Prasad*, 18
11 F.4th 313 (9th Cir. 2021);

12 m. Agrees to the entry of an Order of Forfeiture of the property to the United
13 States;

14 n. Waives the right to appeal any Order of Forfeiture;

15 o. Agrees the property is forfeited to the United States and can be taken into
16 custody immediately by the USAO;

17 p. Agrees and understands the civil administrative forfeiture, the civil judicial
18 forfeiture, and the criminal forfeiture of the property shall not be treated as satisfaction of any
19 assessment, fine, restitution, cost of imprisonment, and any other penalty the Court may impose
20 upon defendant in addition to the forfeiture;

21 q. Agrees and understands that on the government's motion, the court may at
22 any time enter an order of forfeiture or amend an existing order of forfeiture to include
23 subsequently located property or substitute property under Fed. R. Crim. P. 32.2(b)(2)(A) and
24 (C) and 32.2(e);

1 r. Acknowledges the amount of the forfeiture may differ from, and may be
2 significantly greater than or less than, the amount of restitution;

3 s. Agrees to take all steps as requested by the USAO to pass clear title of any
4 forfeitable assets to the United States and to testify truthfully in any judicial forfeiture
5 proceedings. Defendant understands and agrees that the property represents facilitating property
6 of illegal conduct and is forfeitable; and

7 t. Admits the property is any firearm or ammunition involved in or used in
8 any knowing violation of 18 U.S.C. § 922(a)(6) and is subject to forfeiture under 18 U.S.C. §
9 924(d)(1) with 28 U.S.C. § 2461(c).

10 **XI. RESULT OF WITHDRAWAL OF GUILTY PLEA**
11 **OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTION**

12 27. Consequence of Withdrawal of Guilty Plea: Defendant agrees that if, after
13 entering guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in
14 withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into
15 this agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under
16 this agreement and (b) should the USAO choose to pursue any charge that was either dismissed
17 or not filed as a result of this agreement, or that the government agreed to move to dismiss at
18 sentencing as part of this agreement, or that the government agreed to move to dismiss at
19 sentencing as part of this agreement, then (i) any applicable statute of limitations will be tolled
20 between the date of defendant's signing of this agreement and the filing commencing any such
21 action; and (ii) defendant waives and gives up all defenses based on the statute of limitations,
22 any claim of pre-indictment delay, or any speedy trial claim with respect to any such action,
23 except to the extent that such defenses existed as of the date of defendant's signing this
24 agreement.

1 28. Consequence of Vacatur, Reversal, or Set-aside: Defendant agrees that if
2 defendant's conviction is vacated, reversed, or set aside, both the USAO and defendant will be
3 released from all their obligations under this agreement, except that, should the USAO choose to
4 pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any
5 applicable statute of limitations will be tolled between the date of defendant's signing of this
6 agreement and the filing commencing any such action; and (ii) defendant waives and gives up all
7 defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy
8 trial claim with respect to any such action, except to the extent that such defenses existed as of
9 the date of defendant's signing this agreement.

10 **XII. BREACH OF AGREEMENT**

11 29. Defendant agrees that if, at any time after this agreement becomes effective,
12 defendant knowingly violates or fails to perform any of defendant's obligations under this
13 agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's
14 obligations are material, a single breach of this agreement is sufficient for the USAO to declare a
15 breach, and defendant shall not be deemed to have cured a breach without the express agreement
16 of the USAO in writing. If the USAO declares this agreement breached, and the district court
17 finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea
18 pursuant to this agreement, defendant will remain bound by the provisions of this agreement and
19 will not be able to withdraw the guilty plea; and (b) the USAO will be relieved of all its
20 obligations under this agreement.

21 30. Following the Court's finding of a knowing breach of this agreement by defendant,
22 should the USAO choose to pursue any charge contained in the indictment, or that was either
23 dismissed or not filed as a result of this agreement, or that the government agreed to move to
24 dismiss at sentencing as part of this agreement, then:

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

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

7 c. Defendant agrees that: (i) any statements made by defendant, under oath,
8 at the guilty plea hearing (if such a hearing occurred prior to the breach); (ii) the agreed to factual
9 basis statement in this agreement; and (iii) any evidence derived from such statements, shall be
10 admissible against defendant in any such action against defendant, and defendant waives and
11 gives up any claim under the United States Constitution, any statute, Federal Rule of Evidence
12 410, Federal Rule of Criminal Procedure 11(f), or any other federal rule, that the statements or
13 any evidence derived from the statements should be suppressed or are inadmissible.

14
15 **XIII. COURT AND UNITED STATES PROBATION
AND PRETRIAL SERVICES OFFICE NOT PARTIES**

16 31. Defendant understands that the Court and the U.S. Probation and Pretrial
17 Services Office are not parties to this agreement and need not accept any of the USAO's
18 sentencing recommendations or the parties' agreements to facts or sentencing factors.

19 32. Defendant understands that both defendant and the USAO are free to argue on
20 appeal and collateral review that the district court's sentencing guidelines calculations and the
21 sentence it chooses to impose are not error.

22 33. Defendant understands that even if the district court ignores any sentencing
23 recommendation, finds facts or reaches conclusions different from those agreed to by the parties,
24 or imposes any sentence up to the maximum established by statute, defendant cannot, for that

1 reason, withdraw defendant's guilty plea, and defendant will remain bound to fulfill all
2 defendant's obligations under this agreement. Defendant understands that no one—not the
3 prosecutor, defendant's attorney, or the Court—can make a binding prediction or promise
4 regarding the sentence defendant will receive, except that it will be within the statutory
5 maximum.

6 XIV. ADDITIONAL ACKNOWLEDGMENTS

- 7 34. Defendant acknowledges that:
- 8 a. Defendant read this agreement and defendant understands its terms and
9 conditions.
- 10 b. Defendant had adequate time to discuss this case, the evidence, and this
11 agreement with defendant's attorney.
- 12 c. Defendant carefully and thoroughly discussed all terms of this agreement
13 with defendant's attorney.
- 14 d. Defendant understands the terms of this agreement and voluntarily agrees
15 to those terms.
- 16 e. Defendant has discussed with defendant's attorney the following: the
17 evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses that
18 might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C. § 3553(a);
19 the relevant sentencing guidelines provisions; and consequences of entering into this agreement.
- 20 f. The representations contained in this agreement are true and correct,
21 including the factual basis for defendant's offense set forth in this agreement.
- 22 g. Defendant was not under the influence of any alcohol, drug, or medicine
23 that would impair defendant's ability to understand the agreement when defendant considered
24 signing this agreement and when defendant signed it.

1 35. Defendant understands that defendant alone decides whether to plead guilty or go
2 to trial, and acknowledges that defendant has decided to enter defendant's guilty plea knowing of
3 the charges brought against defendant, defendant's possible defenses, and the benefits and
4 possible detriments of proceeding to trial.

5 36. Defendant understands that no promises, understandings, or agreements other
6 than those set forth in this agreement have been made or implied by defendant, defendant's
7 attorney, or the USAO, and no additional promises, agreements, or conditions shall have any
8 force or effect unless set forth in writing and signed by all parties or confirmed on the record
9 before the district court.

10 37. Defendant acknowledges that defendant decided to plead guilty voluntarily and
11 that no one threatened, coerced, or forced defendant to enter into this agreement.

12 38. Defendant is satisfied with the representation of defendant's attorney, and
13 defendant is pleading guilty because defendant is guilty of the charges and chooses to take
14 advantage of the promises set forth in this agreement and for no other reason.

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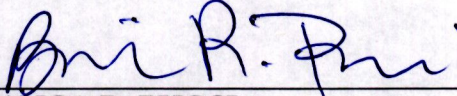
XV. PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

39. 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 DISTRICT OF NEVADA

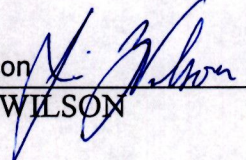
JASON M. FRIERSON
United States Attorney



BIANCA R. PUCCI
Assistant United States Attorney

10/16/2023


Date

/s/ Ari Shaquille Wilson  10/31/23

ARI SHAQUILLE WILSON
Defendant

10/16/23

Date

/s/ Keisha K. Matthews  10/31/23

KEISHA MATTHEWS
Attorney for Defendant Ari Shaquille Wilson

10/16/23

Date