

STEPHANIE S. CHRISTENSEN
Acting United States Attorney
SCOTT M. GARRINGER
Assistant United States Attorney
Chief, Criminal Division
GREGORY D. BERNSTEIN (Cal. Bar No. 299204)
DAVID C. LACHMAN (Cal. Bar No. 261711)
NISHA CHANDRAN (Cal. Bar No. 325345)
Assistant United States Attorneys
Major Frauds/General Crimes Sections
1100/1200 United States Courthouse
312 North Spring Street
Los Angeles, California 90012
Telephone: (213) 894-3183/5564/2429
Facsimile: (213) 894-0141
E-mail: gregory.bernstein@usdoj.gov
david.lachman@usdoj.gov
nisha.chandran@usdoj.gov

Attorneys for Plaintiff
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

NATALIE LE DEMOLA et al.,

Defendants.

No. CR 22-205-JFW-13

PLEA AGREEMENT FOR DEFENDANT
AMBER WADE

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

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

1 a. At the earliest opportunity requested by the USAO and
2 provided by the Court, appear and plead guilty to count nineteen of
3 the indictment in United States v. Natalie Le Demola et al., CR No.
4 22-205-JFW, which charges defendant with bank fraud in violation of
5 18 U.S.C. §§ 1344(2), 2(a), 2(b).

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 assessment at or before the
19 time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessments.

21 h. Defendant agrees that any and all criminal debt
22 ordered by the Court will be due in full and immediately. The
23 government is not precluded from pursuing, in excess of any payment
24 schedule set by the Court, any and all available remedies by which to
25 satisfy defendant's payment of the full financial obligation,
26 including referral to the Treasury Offset Program.

27 i. Complete the Financial Disclosure Statement on a form
28 provided by the USAO and, within 30 days of defendant's entry of a

1 guilty plea, deliver the signed and dated statement, along with all
2 of the documents requested therein, to the USAO by either email at
3 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
4 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
5 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
6 criminal debt shall be assessed based on the completed Financial
7 Disclosure Statement and all required supporting documents, as well
8 as other relevant information relating to ability to pay.

9 j. Authorize the USAO to obtain a credit report upon
10 returning a signed copy of this plea agreement.

11 k. Consent to the USAO inspecting and copying all of
12 defendant's financial documents and financial information held by the
13 United States Probation and Pretrial Services Office.

14 THE USAO'S OBLIGATIONS

15 3. The USAO agrees to:

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

17 b. Abide by all agreements regarding sentencing contained
18 in this agreement.

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

25 d. At the time of sentencing, provided that defendant
26 demonstrates an acceptance of responsibility for the offense up to
27 and including the time of sentencing, recommend a two-level reduction
28 in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 NATURE OF THE OFFENSE

4 4. Defendant understands that for defendant to be guilty of
5 the crime charged in count nineteen, that is, bank fraud in violation
6 of Title 18, United States Code, Sections 1344(2), 2(a), 2(b), the
7 following must be true: (1) the defendant knowingly carried out a
8 scheme or plan to obtain money or property from Bank of America, NA
9 ("Bank of America") by making false statements or promises; (2) the
10 defendant knew that the statements or promises were false; (3) the
11 statements or promises were material, that is, they had a natural
12 tendency to influence, or were capable of influencing, a financial
13 institution to part with money or property; (4) the defendant acted
14 with the intent to defraud; and (5) Bank of America was federally
15 insured.

16 5. Defendant understands that she is guilty of the
17 aforementioned offense, even if she personally did not commit the act
18 or acts constituting the crime but aided and abetted in its
19 commission. To "aid and abet" means intentionally to help someone
20 else commit a crime. For defendant to be guilty of bank fraud by
21 aiding and abetting, the following must be true: (1) someone else
22 committed bank fraud; (2) defendant aided, counseled, commanded,
23 induced, or procured that person with respect to at least one element
24 of bank fraud; (3) defendant acted with the intent to facilitate bank
25 fraud; and (4) defendant acted before the crime was completed.

26 Defendant further understands that she is guilty of the
27 aforementioned offense, even if she personally did not commit the act
28 or acts constituting the crime, if she willfully caused an act to be

1 done that if directly performed by her would be an offense against
2 the United States. A defendant who puts in motion or causes the
3 commission of an indispensable element of the offense may be
4 found guilty as if she had committed this element herself.

5 PENALTIES AND RESTITUTION

6 6. Defendant understands that the statutory maximum sentence
7 that the Court can impose for a violation of Title 18, United States
8 Code, Sections 1344(2), 2(a), 2(b), is: 30 years' imprisonment; a
9 five-year period of supervised release; a fine of \$1,000,000 or twice
10 the gross gain or gross loss resulting from the offense, whichever is
11 greatest; and a mandatory special assessment of \$100.

12 7. Defendant understands that defendant will be required to
13 pay full restitution to the victim of the offense to which defendant
14 is pleading guilty. Defendant agrees that, in return for the USAO's
15 compliance with its obligations under this agreement, the Court may
16 order restitution to persons other than the victim of the offense to
17 which defendant is pleading guilty and in amounts greater than those
18 alleged in the count to which defendant is pleading guilty. In
19 particular, defendant agrees that the Court may order restitution to
20 any victim of any of the following for any losses suffered by that
21 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
22 § 1B1.3, in connection with the offense to which defendant is
23 pleading guilty; and (b) any counts dismissed pursuant to this
24 agreement as well as all relevant conduct, as defined in U.S.S.G.
25 § 1B1.3, in connection with those counts. The parties currently
26 believe that the applicable amount of restitution is approximately
27 \$10,500, but recognize and agree that this amount could change based
28

1 on facts that come to the attention of the parties prior to
2 sentencing.

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

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

25 10. Defendant and her counsel have discussed the fact that, and
26 defendant understands that, if defendant is not a United States
27 citizen, the conviction in this case makes it practically inevitable
28 and a virtual certainty that defendant will be removed or deported

1 from the United States. Defendant may also be denied United States
2 citizenship and admission to the United States in the future.
3 Defendant understands that while there may be arguments that
4 defendant can raise in immigration proceedings to avoid or delay
5 removal, removal is presumptively mandatory and a virtual certainty
6 in this case. Defendant further understands that removal and
7 immigration consequences are the subject of a separate proceeding and
8 that no one, including her attorney or the Court, can predict to an
9 absolute certainty the effect of her conviction on her immigration
10 status. Defendant nevertheless affirms that she wants to plead
11 guilty regardless of any immigration consequences that her plea may
12 entail, even if the consequence is automatic removal from the United
13 States.

14 FACTUAL BASIS

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

24 Beginning on or about August 31, 2020, and continuing through at
25 least on or about September 26, 2020, in Los Angeles County, within
26 the Central District of California, and elsewhere, defendant
27 knowingly carried out a scheme or plan to obtain money or property
28 from Bank of America by making false statements or promises;

1 defendant knew that the statements or promises were false; the
2 statements or promises were material, that is, they had a natural
3 tendency to influence, or were capable of influencing, Bank of
4 America to part with money or property; and defendant acted with the
5 intent to defraud. At all relevant times, Bank of America was a
6 financial institution that was insured by the Federal Deposit
7 Insurance Company.

8 Specifically, on August 13, 2020, coconspirators assumed victim
9 N.T.S.'s identity and electronically filed an application in N.T.S.'s
10 name for Pandemic Unemployment Assistance benefits, a form of
11 unemployment insurance benefits for residents of California who were
12 unemployed because of the COVID-19 pandemic ("pandemic benefits").
13 N.T.S. did not authorize anyone, including WADE's coconspirators, to
14 apply for pandemic benefits in his name. The California Employment
15 Development Department ("EDD") approved the application, created an
16 EDD debit account with Bank of America in N.T.S.'s name, mailed a
17 debit card linked to the EDD debit account to the mailing address
18 coconspirators provided, and deposited unemployment insurance
19 benefits, including pandemic assistance benefits, to the EDD debit
20 account.

21 Beginning on or about August 31, 2020, WADE assumed N.T.S.'s
22 identity and used the EDD debit card issued in N.T.S.'s name, ending
23 in number 7456 (the "NTS Card"), to make fraudulent cash withdrawals
24 of pandemic benefits from ATMs operated by Bank of America in Los
25 Angeles County. On August 31, 2020, WADE withdrew \$1,000 from a Bank
26 of America ATM in Palmdale, California, using the NTS card. On
27 September 7, 2020, WADE withdrew \$1,000 from a Bank of America ATM in
28 Palmdale, California, using the NTS Card. On September 25, 2020,

1 WADE withdrew \$1,000 from a Bank of America ATM in Palmdale,
 2 California, using the NTS Card. In total, WADE fraudulently withdrew
 3 approximately \$10,500 in EDD funds from Bank of America ATMs using
 4 the NTS Card in 11 separate transactions between August 31, 2020, and
 5 September 26, 2020. N.T.S. did not know WADE and did not authorize
 6 her to use the NTS card to make withdrawals from the EDD debit
 7 account created in N.T.S.'s name.

8 SENTENCING FACTORS

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

21 13. Defendant and the USAO agree to the following applicable
 22 Sentencing Guidelines factors:

23 Base Offense Level: 7 U.S.S.G. § 2B1.1(a) (1)

24 Loss Amount of \$10,500 +2 U.S.S.G. § 2B1.1(b) (1) (B)

25 Defendant and the USAO reserve the right to argue that additional
 26 specific offense characteristics, adjustments, and departures under
 27 the Sentencing Guidelines are appropriate.

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

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

7 WAIVER OF CONSTITUTIONAL RIGHTS

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

10 a. The right to persist in a plea of not guilty.

11 b. The right to a speedy and public trial by jury.

12 c. The right to be represented by counsel -- and if
13 necessary have the Court appoint counsel -- at trial. Defendant
14 understands, however, that, defendant retains the right to be
15 represented by counsel -- and if necessary have the Court appoint
16 counsel -- at every other stage of the proceeding.

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

20 e. The right to confront and cross-examine witnesses
21 against defendant.

22 f. The right to testify and to present evidence in
23 opposition to the charges, including the right to compel the
24 attendance of witnesses to testify.

25 g. The right not to be compelled to testify, and, if
26 defendant chose not to testify or present evidence, to have that
27 choice not be used against defendant.

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

4 WAIVER OF APPEAL OF CONVICTION

5 17. Defendant understands that, with the exception of an appeal
6 based on a claim that defendant's guilty plea was involuntary, by
7 pleading guilty defendant is waiving and giving up any right to
8 appeal defendant's conviction on the offense to which defendant is
9 pleading guilty. Defendant understands that this waiver includes,
10 but is not limited to, arguments that the statute to which defendant
11 is pleading guilty is unconstitutional, and any and all claims that
12 the statement of facts provided herein is insufficient to support
13 defendant's plea of guilty.

14 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND WAIVER OF COLLATERAL

15 ATTACK

16 18. Defendant agrees that, provided the Court imposes a term of
17 imprisonment within or below the range corresponding to an offense
18 level of 7 and the criminal history category calculated by the Court,
19 defendant gives up the right to appeal all of the following: (a) the
20 procedures and calculations used to determine and impose any portion
21 of the sentence; (b) the term of imprisonment imposed by the Court;
22 (c) the fine imposed by the Court, provided it is within the
23 statutory maximum; (d) to the extent permitted by law, the
24 constitutionality or legality of defendant's sentence, provided it is
25 within the statutory maximum; (e) the amount and terms of any
26 restitution order, provided it requires payment of no more than
27 \$10,500; (f) the term of probation or supervised release imposed by
28 the Court, provided it is within the statutory maximum; and (g) any

1 of the following conditions of probation or supervised release
2 imposed by the Court: the conditions set forth in Second Amended
3 General Order 20-04 of this Court; the drug testing conditions
4 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
5 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

6 19. Defendant also gives up any right to bring a post-
7 conviction collateral attack on the conviction or sentence, including
8 any order of restitution, except a post-conviction collateral attack
9 based on a claim of ineffective assistance of counsel, a claim of
10 newly discovered evidence, or an explicitly retroactive change in the
11 applicable Sentencing Guidelines, sentencing statutes, or statutes of
12 conviction. Defendant understands that this waiver includes, but is
13 not limited to, arguments that the statute to which defendant is
14 pleading guilty is unconstitutional, and any and all claims that the
15 statement of facts provided herein is insufficient to support
16 defendant's plea of guilty.

17 20. The USAO agrees that, provided (a) all portions of the
18 sentence are at or below the statutory maximum specified above and
19 (b) the Court imposes a term of imprisonment of within or above the
20 range corresponding to an offense level of 7 and the criminal history
21 category calculated by the Court, the USAO gives up its right to
22 appeal any portion of the sentence, with the exception that the USAO
23 reserves the right to appeal the amount of restitution ordered if
24 that amount is less than \$10,500.

25 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

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

13 EFFECTIVE DATE OF AGREEMENT

14 22. This agreement is effective upon signature and execution of
15 all required certifications by defendant, defendant's counsel, and an
16 Assistant United States Attorney.

17 BREACH OF AGREEMENT

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

1 entered a guilty plea pursuant to this agreement, defendant will not
2 be able to withdraw the guilty plea, and (b) the USAO will be
3 relieved of all its obligations under this agreement.

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

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

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

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

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICESOFFICE NOT PARTIES

25. Defendant understands that the Court and the United States Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

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

27. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be at or
5 below the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

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

12 //

13 //

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. 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

STEPHANIE S. CHRISTENSEN
Acting United States Attorney



DAVID C. LACHMAN
Assistant United States Attorney

August 1, 2022

Date

AMBER WADE
Defendant

Date

DAVID REED
Attorney for Defendant AMBER WADE

Date

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. 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

STEPHANIE S. CHRISTENSEN
Acting United States Attorney

DAVID C. LACHMAN
Assistant United States Attorney

Date

Aug. 1, 2022

AMBER WADE
Defendant

Date

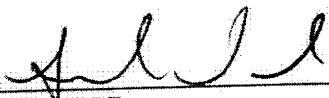
Aug 1 2022

DAVID REED
Attorney for Defendant AMBER WADE

Date

CERTIFICATION OF DEFENDANT

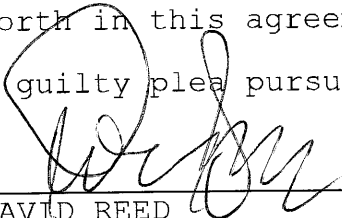
I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with 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 charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.


AMBER WADE
Defendant

Aug. 1, 2022
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am AMBER WADE's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of her 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.



DAVID REED
Attorney for Defendant AMBER WADE



Date