

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	No. 4:22-CR-297 SRC
LEWIS REED,	)	
	)	
Defendant.	)	

GUILTY PLEA AGREEMENT

Come now the parties and hereby agree, as follows:

1. PARTIES:

The parties are the defendant Lewis Reed, represented by defense counsel N. Scott Rosenblum, and the United States of America (hereinafter "United States" or "Government"), represented by Assistant United States Attorney Hal Goldsmith and the Office of the United States Attorney for the Eastern District of Missouri. This agreement does not, and is not intended to, bind any governmental office or agency other than the United States Attorney for the Eastern District of Missouri. The Court is neither a party to nor bound by this agreement.

2. GUILTY PLEA:

Pursuant to Rule 11(c)(1)(A), Federal Rules of Criminal Procedure, in exchange for the defendant's voluntary plea of guilty to counts Two, and Four of the Indictment, the United States agrees that no further federal prosecution will be brought in this District relative to the defendant's criminal conduct as set forth in the Indictment, of which the Government is aware at this time.

In addition, the parties agree that the U.S. Sentencing Guidelines Total Offense Level analysis agreed to by the parties herein is the result of negotiation and led, in part, to the guilty plea. The parties further agree that either party may request a sentence above or below the U.S. Sentencing Guidelines range (combination of Total Offense Level and Criminal History Category) ultimately determined by the Court pursuant to any chapter of the Guidelines and Title 18, United States Code, Section 3553(a). The parties further agree that notice of any such request will be given no later than ten days prior to sentencing and that said notice shall specify the legal and factual bases for the request.

3. ELEMENTS:

As to Count Two of the Indictment, the defendant admits to knowingly violating Title 18, United States Code, Section 666(a)(1)(B), and admits there is a factual basis for the plea and further fully understands that the elements of the crime are:

1. Defendant was an agent of the City of St. Louis, Missouri;
2. During each one-year period covered by the Indictment, defendant accepted and agreed to accept something of value from “John Doe” in connection with pending and proposed business and transactions with the City of St. Louis, including, but not limited to, business and transactions related to “John Doe’s” Project A, and “John Doe’s” trucking/hauling company;
3. The business and transactions related to “John Doe’s” Project A and “John Doe’s” trucking/hauling company involved something of a value of \$5,000 or more; and,
4. The City of St. Louis, Missouri received federal program benefits in excess of \$10,000 during each of the one-year periods covered by in the Indictment.

As to Count Four of the Indictment, the defendant admits to knowingly violating Title 18, United States Code, Section 1952(a)(3), and admits there is a factual basis for the plea and further fully understands that the elements of the crime are:

1. Defendant used a cellular telephone in interstate commerce;
2. Defendant did so with the intent to promote, manage, establish, carry on, or facilitate the promotion, management, establishment, or carrying on, of any unlawful activity, that is Acceding to Corruption and Official Misconduct in violation of Missouri Revised Statutes, and the prohibition against receiving private gain and gifts in violation of the St. Louis City Code of Ordinances; and,
3. Defendant knowingly committed an act or acts in performing or attempting to perform the unlawful activity.

4. FACTS:

The parties agree that the facts in this case are as follows and that the government would prove these facts beyond a reasonable doubt if the case were to go to trial. These facts may be considered as relevant conduct pursuant to Section 1B1.3:

1. The City of St. Louis, Missouri was a governmental entity that received federal assistance in excess of \$10,000 during each of calendar years 2020, 2021, and 2022, as covered by the Indictment.
2. The St. Louis Board of Aldermen (hereinafter referred to as the “Board of Aldermen”) was the legislative branch of St. Louis city government, and legislative authority in the city was vested in its twenty- eight members. It was a primary function of the Board of Aldermen to enact Ordinances through the passage of Board Bills relating to city services, the licensing and regulating of businesses, and other municipal activities including real estate property Tax Abatements. It was one of the functions of Aldermen to issue Letters of Support that communicated support for real estate development projects proposed for land located in their respective Wards, as well as real estate property Tax Abatements for those projects, which letters were instrumental in securing governmental action or inaction relating to the proposed projects.

3. Section 576.020 of the Missouri Revised Statutes made it a felony crime for any public servant, including a St. Louis City Alderman, to knowingly accept or agree to accept any benefit, direct or indirect, in return for his official vote, opinion, recommendation, judgment, decision, action or exercise of discretion as a public servant. Section 576.040 of the Missouri Revised Statutes made it a misdemeanor crime for any public servant, including a St. Louis City Alderman, in such person's public capacity or under color of such person's office or employment, to knowingly receive any fee or reward for the execution of any official act or the performance of a duty imposed by law or by the terms of his employment, that is not due.

4. Section 4.02.010 of the St. Louis City Code of Ordinances, which applied to St. Louis City Aldermen, stated in part, that: "No officer or employee shall, for private gain, grant any special consideration, treatment or advantage to any person. Nor shall any officer solicit or accept any payment or gift of money or any other thing of value for any service performed in his official capacity nor for the doing of any act which he is required by law to do."

5. The St. Louis Development Corporation (hereinafter referred to as "SLDC") was the economic development agency of the City of St. Louis. The Land Clearance Redevelopment Authority (hereinafter referred to as "LCRA"), a department of the SLDC, oversaw many aspects of public and private real estate development in the City of St. Louis. One of the primary functions of LCRA was to review development proposals that included requests for public assistance in the form of Tax Abatement. The Land Reutilization Authority (hereinafter referred to as "LRA"), also a department of the SLDC, owned and maintained vacant land and buildings in the City of St. Louis for sale. One of the primary functions of LRA was to review purchase offers for city owned land and to enter into agreements for the sale of city owned land.

6. Real estate Tax Abatement is a development tool designed to assist businesses with renovation and new construction projects. Tax Abatement freezes the tax assessment in improvements to property at the pre-development level. In the City of St. Louis, it was necessary that a business owner seeking Tax Abatement for a planned development obtain the support of the Alderman of the Ward in which the development was proposed. A Letter of Support from the Alderman was required for both the SLDC and the Board of Aldermen to approve development plans and Tax Abatements within a particular Alderman's Ward.

7. Defendant **LEWIS REED**, President of the St. Louis Board of Aldermen, was publicly elected, was an employee and agent of the City of St. Louis, and was paid a salary by the City of St. Louis. His duties included representing and assisting the residents of the City of St. Louis, and presiding over the Board of Aldermen. He was first elected during 2007, and re-elected during 2011, 2015, and 2019. He previously served as the elected 6th Ward Alderman, having first been elected during 1999. As President of the Board of Aldermen, he also served on the City's Board of Estimate and Apportionment, along with the Mayor and the Comptroller.

8. Co-Defendant John Collins-Muhammad, Alderman for the 21st Ward, was publicly elected, was an employee and agent of the City of St. Louis, and was paid a salary by the City of St. Louis. His duties included representing and assisting the residents of the 21st Ward and the City of St. Louis. He was first elected during 2017, and re-elected during 2021. In his position, he owed the citizens of his Ward and of the City of St. Louis his honest services.

9. An individual (hereinafter referred to as "John Doe") was the owner and operator of several small businesses located in both the City of St. Louis and St. Louis County. John Doe owned vacant property in co-defendant John Collins-Muhammad's 21st Ward which he planned to

develop with construction of a gas station/convenience store. John Doe sought property Tax Abatement for that planned development and needed John Collins-Muhammad's support and Board of Aldermen approval for his desired property Tax Abatement.

10. On January 18, 2020, John Doe requested John Collins-Muhammad's help and assistance in obtaining a property Tax Abatement for his planned gas station/convenience store development in the 21st Ward, (hereinafter referred to as "Project A").

11. From January, 2020 through July, 2021, John Collins-Muhammad provided John Doe with his Aldermanic Letters of Support for a Tax Abatement for Project A, and submitted various Board Bills which were intended to provide the Tax Abatement for Project A. However, due to community pressure upon Collins-Muhammad not to support Project A, including a formal recall effort by residents of the 21st Ward, Collins-Muhammad did not carry through with obtaining the final Board Bills necessary to provide the Tax Abatement for Project A. John Doe provided cash bribes, campaign donations, and an automobile to Collins-Muhammad in exchange for Collins-Muhammad's continued promises and agreement to obtain the Tax Abatement for Project A during that period of time.

12. On August 9, 2021, John Doe spoke with K.W., a lobbyist and former campaign manager for defendant **LEWIS REED**, and requested K.W.'s assistance in getting a meeting with co-defendant John Collins-Muhammad and **LEWIS REED** in order to discuss John Doe's ongoing desire to obtain a Tax Abatement for Project A. John Doe promised to pay K.W. for setting up the meeting.

John Doe: "...need meeting with me, you, John, and Mr. Reed as soon as you can...Look, \$20,000 times 10, almost quarter million dollars, man."

K.W.: "I got you."

John Doe: “So, divided by month that’s \$2,000 a month, that I have to pay for property tax. Instead of doing that, we can take care of it between each other, you know what I mean?”

K.W.: “Right...I got you.”

13. John Doe’s partner in his trucking company, S.M., had previously introduced John Doe to **LEWIS REED** on January 28, 2021, when **REED** was running for Mayor of St. Louis. On that date, **REED** agreed to help John Doe obtain Minority Business Enterprise (“MBE”) certification for his trucking and hauling company, and also agreed to help John Doe get contracts for trucking and hauling on future city construction projects. In exchange for his agreement and use of his official position to assist and support John Doe in obtaining MBE certification and trucking contracts, John Doe gave **LEWIS REED** \$2,000 cash.

John Doe: “Do cash rather than checks?”

REED: “Yeah, that’s fine, too. That’ll work, yeah.”

Using an automatic money counter, John Doe then counted out \$2,000.

REED: “That’s nice.”

John Doe: “Right?”

REED: “That...that’s nice.”

John Doe: “There you go my brother, that’s two grand.”

REED: “Oh, man, that’s perfect.”

John Doe: “Yes sir, yes sir.”

S.M.: “Alright, but we’re going to get our trucking thing. When you get on the trucking thing, we going definitely....”

REED: “OK.”

John Doe: “Please.”

REED: “Alright, listen....”

John Doe: Help us out, we need a few contracts.”

REED: "Done."

John Doe: "You know, to kind of, uh, help us."

REED: "Yeah."

.....

John Doe: "We're going to help each other for the long run."

REED: "The long run. We're gonna' all grow together."

Over the next several months, John Doe gave **LEWIS REED** campaign contributions totaling \$3,500 and four additional cash payments totaling \$4,000, all in exchange for **REED's** continued agreement, assistance and use of his official position to provide MBE certification and city contracts for John Doe's trucking company. **LEWIS REED** continued to provide advice and assistance to John Doe in order for John Doe's trucking company to receive MBE certification and contracts. While John Doe continued working to navigate the city's administrative processes, his company never received MBE certification or contracts.

14. On August 9, 2021, John Doe spoke in a telephone conference with defendant **LEWIS REED** and K.W. and requested **LEWIS REED's** assistance as President of the Board of Aldermen in getting the Tax Abatement for Project A.

John Doe: "So I kind of like from before when I was working with him he do have highly respect for you, you know what I mean? So I thought about bringing it over to you."

REED: "Oh yeah, I'll, I'll... Yeah, don't worry about it, give me the, give [K.W.] the address to it, I'm walking now I don't have a pen or pencil with me, if you give [K.W.] the address to it then...I'll look into it and then talk to John (Collins-Muhammad) about it."

.....

John Doe: "You know I really worked with him (John Collins-Muhammad) a lot, I was always there for him, I helped him out, I gave him a nice car."

REED: "Oh, yeah."

John Doe: "I was really there for him, you know. And now if I have this being built, and I don't have the Tax Abatement, it's like, \$20,000 a month, you know, a year I mean."

REED: "Yup, yup, yup. Let me do that, let me, send me the address and then let's go from there on it."

John Doe: "I will, thank you my brother, thank you for your time."

REED: "Don't lose any sleep right now.... We may be able, I may be able to get a lot of it moving right away...."

15. On August 26, 2021, a meeting was held at **LEWIS REED's** campaign headquarters in south St. Louis City. John Doe, **LEWIS REED**, K.W., and John Collins-Muhammad attended the meeting. Just before this meeting, John Collins-Muhammad and **LEWIS REED** met privately and discussed John Doe's Project A and the promised Tax Abatement. During the larger group meeting, the group discussed John Doe's proposed development and Tax Abatement for Project A. **LEWIS REED** agreed and promised that he would provide whatever assistance was necessary in order to obtain the Tax Abatement for John Doe's Project A, even assuring John Doe that he would cause the Board of Aldermen to override any potential veto by the Mayor of Collins-Muhammad's Board Bill providing the Tax Abatement. **REED** also counseled John Doe to slow down the construction of Project A in order to give Collins-Muhammad sufficient time to move the Board Bill providing the Tax Abatement through the Board of Aldermen.

REED: "Yeah. And if she tries to do that we'll override that veto. The other key point is we do not have to have authority from the Administration to move forward with Tax Abatement, the way he's doing it now. So, it positions it very well.... When we come back on the 17th, we're gonna work with John (**Collins-Muhammad**) and we're gonna expedite it and get it moving and get it moved out."

John Doe: "The project. I've started...."

REED: "Can you slow it down some?"

Collins-Muhammad: “As long as you don’t complete construction before you get the Tax Abatement.”

REED: “Can you slow it down a little bit?”

John Doe: “I don’t want to complete it....”

REED: “You don’t even want it substantially complete....Here’s the thing, for you John (**Collins-Muhammad**), you don’t want him to have that project substantially completed.”

.....

REED: “You need to find, just a piece of advice, find ways to slow your project down.”

.....

John Doe: “This is gonna save me at least a quarter million dollars in the tax thing, you know.”

.....

REED: “OK, good....Good...I want to make sure this isn’t lost. Slow it down. He’s going to try and do that October thing, because if it’s the first couple weeks in November, that’s still a massive home run for him (**John COLLNS-MUHAMMAD**). Because that is still moving some shit, to get that done....The other thing is, you don’t want to be substantially complete because that just makes a heavier lift on his part.”

John Doe: “Sure, I can slow down.”

REED: “We’re all good.”

.....

REED: “[John Doe], you’ve got our support, so we’ll get things done for you.”

John Doe: “Appreciate it.”

REED: “You’re welcome. If you need us for anything, let us know....Let me know anything, anything you need, you know we got you, we got you.”

At the end of the meeting, John Doe gave \$1,000 cash to **LEWIS REED** in exchange for his continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

16. On September 24, 2021, John Collins-Muhammad took legislative action and submitted Board Bill Number 99 to the Board of Aldermen. Board Bill Number 99 sought Board approval to blight an area within John Collins-Muhammad's Ward, including John Doe's Project A property.

17. On October 15, 2021, Board Bill Number 99 received its second reading before the Board of Aldermen. On October 22, 2021, Board Bill Number 99 received Perfection from the Board of Aldermen, and on October 29, 2021, Board Bill Number 99 received its third reading before the Board. The Board of Aldermen passed Board Bill Number 99 on October 29, 2021, and **LEWIS REED** took legislative action and signed the Board Bill and submitted the Board Bill to the Mayor for final approval and signature. Board Bill 99 was issued St. Louis City Ordinance Number 71417 and became effective November 18, 2021.

18. On November 6, 2021, John Doe met with **LEWIS REED** and K.W. at **LEWIS REED's** south St. Louis campaign headquarters. During the meeting, the group discussed the Tax Abatement for Project A and passage of John Collins-Muhammad's Board Bill 99 by the Board of Aldermen.

REED: "I talked to John, and um,...so he said that he got everything done, you know, worked on paperwork and stuff like that. Just tell me what needs, where you are, what you need next, and I'll tell him to go do it."

John Doe: "That was really helpful, you know, you stepping in. I appreciate it a lot. He did tell me that it passed."

REED: "Yep, we got it passed out of the Board."

.....

John Doe: "I want to really take care of you, my brother. This is big time help for me and I really appreciate you, you know?"

At that point in their conversation, John Doe gave **LEWIS REED** \$1,000 cash in exchange for

his continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

REED: "Oh, thank you."

John Doe: "Your help means a lot to me, you know? Without your help, I could not get my Tax Abatement which is that really helping my business, you know? So, just please stay on top of him until we finish this, you know?"

REED: "Absolutely....If there's anything that you need, let me know."

19. John Collins-Muhammad submitted the redevelopment plan to the LCRA, and on December 14, 2021, the LCRA approved John Collins-Muhammad's redevelopment plan for the 21st Ward, which included John Doe's Project A. The redevelopment plan included approval for up to 25 years of tax abatement (10 years of 100% tax abatement followed by 15 years of tax abatement based on 50% of the assessed value of the incremental improvements).

20. On December 18, 2021, at the request of **LEWIS REED**, John Doe met with **REED** at his campaign headquarters. **LEWIS REED** explained to John Doe that residents of John Collins-Muhammad's Ward were attempting to recall him as Alderman by gathering signatures on a petition.

REED: "After he passed that Bill, yours, a bunch of people..."

John Doe: "...thanks to you."

REED: "Oh, you're welcome."

.....

REED: "So, people in the community got pissed, and they put a recall in on [Collins-Muhammad]....So, his election really isn't until 2023. But what they're saying is that he needs to be removed from office right now because of that Bill....This is a bunch of bullshit...for whatever reason they don't like your project or whatever....I know that we're going to defeat 'em. We're going to defeat 'em."

REED also discussed the redrawing of the Aldermanic Districts and the upcoming reduction from 28 to 14 Wards scheduled for a March, 2023 city-wide election, which **REED** thought would

benefit John Doe, as Collins-Muhammad's Ward would be expanded significantly. **REED** explained to John Doe that for the March, 2023 election, he was going to run a "unified Campaign....It'll be my election and whoever else I'm supporting across the 14 Wards."

REED: "Right now we have a majority of the Board. So of the 28 members we can deliver 20 votes, right? But we can't override a veto yet. So, if we get to the point where we can automatically override a veto, then it doesn't matter who's sitting in the Mayor's Office or anything. So, of the 14 seats that are up, we need to control 10, we'd like to control 10 of them....If we do that, we control the City at that point."

REED told John Doe that to achieve the desired election results, he was going to work to collect One Million Dollars in campaign funds, and he asked John Doe to provide \$20,000.

John Doe: "I brought some (cash) with me today. What do you think for today? How much?"

REED: "If you can do five (\$5,000) today, or something like that, that would be a huge help."

John Doe: "I got you. I got you. But I was really trying to get with you now, I've got somebody who was working on the Tax Abatement named [Z.W.]"

REED: "[Z.W.]? Oh, hold on a second. Let's have a break between this conversation and that conversation. So that they're not...legally I can't put them together in one meeting. So, let's finish this one, and then...talk about that."

John Doe: "OK. Me, I don't know too much, you know, the legal stuff and all that. And I care less about it, you know what I mean?"

REED: "Oh, I know."

John Doe: "What I'm trying to do, to be honest, is to get my project together, you know?"

REED: "Oh, yeah, yeah."

.....

REED: "So, the blighting Bill passed, so now he wants to just do..."

John Doe: "...the Tax Abatement, you know what I mean?"

REED: "Got you, got you."

.....

REED: “So, what I’ll do, we’ll grab that other Bill and move it. Let me look at that original Bill though, let me look at the original Bill....Let me find, I’ll find out. And then, if you want to, if you want me to talk to [Z.W.] directly, I will.”

John Doe: “Sure, please, please.”

REED: “That’s unc customary for me. Normally I would never do that, but for you, brother, I’ll do that, I’ll call and have a direct conversation....We go back in session, January 14 we come back in session. So, if we introduce (the Tax Abatement Bill) the 14th, I’m going to write this schedule down for you.”

REED then wrote out a schedule for introduction and passage of the Tax Abatement Board Bill for John Doe’s Project A. As **REED** gave John Doe the written schedule, John Doe gave **REED** \$4,000 cash in exchange for his continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

REED: “Thanks, man.”

John Doe: “Any time, my brother. I appreciate you a lot, because, you know, you helped me big time.

.....

REED: “That will be the schedule (for the Tax Abatement Board Bill).”

John Doe: “Here’s four (\$4,000), OK?”

REED: “Thank you.”

John Doe: “But please, my brother, push on (with the Tax Abatement Board Bill).”

REED: “Oh, absolutely. Absolutely.”

21. On January 10, 2022, John Doe spoke with K.W. about the promised Tax Abatement for Project A. K.W. advised John Doe that he had spoken with **LEWIS REED** who assured K.W. that the Board Bill for John Doe’s Project A Tax Abatement was going to move forward in the Board of Aldermen, and that the project was a priority for **REED**.

K.W.: “[**LEWIS REED**] is on top of it. ‘Tell [John Doe] I got him, we know what we got to do and he’ll be a priority.’ So, that was his words, that’s what he told me.”

.....

K.W.: “I told [**LEWIS REED**], I said, ‘if [John Doe]’s going to be able to help you with your project (campaign funds), you’ve got to help him with his project (Project A Tax Abatement).’ He said, ‘got it, got it....’”

22. On January 14, 2022, as **LEWIS REED** and John Collins-Muhammad had promised, Collins-Muhammad took legislative action and introduced Board Bill number 152 to the Board of Aldermen to provide a Tax Abatement for John Doe’s Project A. The Bill was referred to co-defendant Jeffrey Boyd’s HUDZ Committee for further action and review. On February 22, 2022, Board Bill number 152 was heard in the HUDZ Committee, approved, and sent back to the Board of Aldermen for further review. On February 25, 2022, Board Bill number 152 had its second reading before the Board of Aldermen. On March 4, 2022, Board Bill number 152 was read again before the Board of Aldermen and perfected. On March 11, 2022, Board Bill number 152 was passed by the Board of Aldermen. **LEWIS REED** took legislative action and signed the Board Bill and submitted the Board Bill to the Mayor for final approval and signature. Board Bill 152 was issued St. Louis City Ordinance Number 71476 and became effective April 30, 2022.

23. On March 17, 2022, **LEWIS REED** met with John Doe at **REED**’s campaign headquarters. John Doe gave \$3,000 cash to **REED** in exchange for his continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

John Doe: “John (Collins-Muhammad) has just told me, you know, that everything went well, that you signed it (Board Bill 152), you know?”

REED: “Yep, yep.”

John Doe: “And I really appreciate that. That was a great...”

REED: “You’re welcome.”

John Doe: "So, I was kind of worried a little bit about, being a little late. But thanks to you, thanks to John, things came to be well."

REED: "Perfect, perfect. And if you've got any other ones going, let us know right away, so we can help."

John Doe: "I don't want to count it over to you, that's about three grand. I really appreciate you my brother."

REED: "Oh man, thank you. Oh, thanks man, I appreciate you."

John Doe: "Thanks to you. Thanks to you."

REED: "I appreciate you."

John Doe: "No problem."

REED: "I appreciate you. Thank you. Thank you. And let me know if you need anything."

24. None of the cash payments received by **LEWIS REED** from John Doe and referenced above and in the Indictment were reported by **REED** in his reporting to the Missouri Ethics Commission. Similarly, none of the cash payments received by **LEWIS REED** from John Doe were deposited into a bank account.

25. In his communications with John Doe and St. Louis City employees, as referenced above and in the Indictment, **LEWIS REED** used his cellular telephone to conduct conversations, and to send text messages and email.

26. The business and transactions related to Project A, as referenced above and in the Indictment, involved something of a value of \$5,000 or more.

27. The parties agree that calculating the potential benefit to be received by John Doe relative to Project A, and any City trucking/hauling contracts, is not possible and, therefore, for purposes of applying U.S.S.G. Section 2C1.1(b)(2), the parties agree that loss should be calculated based upon the value of anything received by defendant **LEWIS REED**.

28. Further, Defendant, **LEWIS REED**, admits, acknowledges as true, and accepts responsibility for all of the acts and conduct set forth in paragraphs 11 through 55 of the Indictment.

5. STATUTORY PENALTIES:

The defendant fully understands that the maximum possible penalties provided by law for the crimes to which the defendant is pleading guilty are:

As to Count Two of the Indictment, imprisonment of not more than 10 years, a fine of not more than \$250,000, or both such imprisonment and fine. As to Count Four of the Indictment, imprisonment of not more than 5 years, a fine of not more than \$250,000, or both such imprisonment and fine. As to each of the above-referenced Counts, there is also a mandatory \$100 Special Assessment and the Court may also impose a period of supervised release of not more than three years.

6. U.S. SENTENCING GUIDELINES (2021 MANUAL):

The defendant understands that this offense is affected by the U.S. Sentencing Guidelines and the actual sentencing range is determined by both the Total Offense Level and the Criminal History Category. The parties agree that the following are the applicable U.S. Sentencing Guidelines Total Offense Level provisions.

Counts Two, and Four of the Indictment:

a. Chapter 2 Offense Conduct:

(1) **Base Offense Level:** The parties agree that the base offense level is 14, as found in Section 2C1.1(a)(1), as defendant was a public official.

(2) **Specific Offense Characteristics:** The parties agree that the following Specific Offense Characteristics apply:

It is the Government's position that Two levels are added because the offense involved more than one bribe, pursuant to Section 2C1.1(b)(1). Defendant reserves the right to argue at the time of sentencing that this enhancement does not apply.

It is the Government's position that Four levels are added because the value received by defendant was more than \$15,000 but not more than 40,000, pursuant to Sections 2C1.1(b)(2) and 2B1.1(b)(1)(C).

The parties agree that Four levels are added because the offense involved an elected public official, pursuant to Section 2C1.1(b)(3).

b. Chapter 3 Adjustments:

(1) Acceptance of Responsibility: The parties agree that three levels should be deducted pursuant to Section 3E1.1(a) and (b), because the defendant has clearly demonstrated acceptance of responsibility and timely notified the government of the defendant's intention to plead guilty. The parties agree that the defendant's eligibility for this deduction is based upon information presently known. If subsequent to the taking of the guilty plea the government receives new evidence of statements or conduct by the defendant which it believes are inconsistent with defendant's eligibility for this deduction, the government may present said evidence to the court, and argue that the defendant should not receive all or part of the deduction pursuant to Section 3E1.1, without violating the plea agreement.

Other Adjustments: The parties agree that the following additional adjustments apply:
None.

Estimated Total Offense Level: The Government estimates that the Total Offense Level as to each of Counts Two and Four is 21. Defendant reserves the right to argue that the Total Offense Level as to each of Counts Two and Four is less than 21.

Criminal History: The determination of the defendant's Criminal History Category shall be left to the Court. Either party may challenge, before and at sentencing, the finding of the Presentence Report as to the defendant's criminal history and the applicable category. The defendant's criminal history is known to the defendant and is substantially available in the Pretrial Services Report.

Effect of Parties' U.S. Sentencing Guidelines Analysis: The parties agree that the Court is not bound by the Guidelines analysis agreed to herein. The parties may not have foreseen all applicable Guidelines. The Court may, in its discretion, apply or not apply any Guideline despite the agreement herein and the parties shall not be permitted to withdraw from the plea agreement.

7. WAIVER OF APPEAL AND POST-CONVICTION RIGHTS:

a. Appeal: The defendant has been fully apprised by defense counsel of the defendant's rights concerning appeal and fully understands the right to appeal the sentence under Title 18, United States Code, Section 3742.

(1) Non-Sentencing Issues: The parties waive all rights to appeal all non-jurisdictional, non-sentencing issues, including, but not limited to, any issues relating to pretrial motions, discovery, the guilty plea, the constitutionality of the statute(s) to which defendant is pleading guilty and whether defendant's conduct falls within the scope of the statute(s).

(2) Sentencing Issues: In the event the Court accepts the plea, accepts the U.S. Sentencing Guidelines Total Offense Level agreed to herein, and, after determining a Sentencing Guidelines range, sentences the defendant within or below that range, then, as part of this agreement, the defendant hereby waives all rights to appeal all sentencing issues other than Criminal History, but only if it affects the Base Offense Level or Criminal History Category. Similarly, the Government hereby waives all rights to appeal all sentencing issues other than Criminal History, provided the Court accepts the plea, the agreed Total Offense Level and sentences the defendant within or above that range.

b. Habeas Corpus: The defendant agrees to waive all rights to contest the conviction or sentence in any post-conviction proceeding, including one pursuant to Title 28, United States Code, Section 2255, except for claims of prosecutorial misconduct or ineffective assistance of counsel.

c. Right to Records: The defendant waives all rights, whether asserted directly or by a representative, to request from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 522, or the Privacy Act, Title 5, United States Code, Section 552(a).

8. OTHER:

a. Disclosures Required by the United States Probation Office: The defendant agrees to truthfully complete and sign forms as required by the United States Probation Office prior to sentencing and consents to the release of these forms and any supporting documentation by the United States Probation Office to the government.

b. Civil or Administrative Actions not Barred; Effect on Other Governmental

Agencies: Nothing contained herein limits the rights and authority of the United States to take any civil, tax, immigration/deportation or administrative action against the defendant.

c. Supervised Release: Pursuant to any supervised release term, the Court will impose standard conditions upon the defendant and may impose special conditions related to the crime defendant committed. These conditions will be restrictions on the defendant to which the defendant will be required to adhere. Violation of the conditions of supervised release resulting in revocation may require the defendant to serve a term of imprisonment equal to the length of the term of supervised release, but not greater than the term set forth in Title 18, United States Code, Section 3583(e)(3), without credit for the time served after release. The defendant understands that parole has been abolished

d. Mandatory Special Assessment: Pursuant to Title 18, United States Code, Section 3013, the Court is required to impose a mandatory special assessment of \$100 per felony count for a total of \$200, which the defendant agrees to pay at the time of sentencing. Money paid by the defendant toward any restitution or fine imposed by the Court shall be first used to pay any unpaid mandatory special assessment.

e. Possibility of Detention: The defendant may be subject to immediate detention pursuant to the provisions of Title 18, United States Code, Section 3143.

f. Fines, Restitution and Costs of Incarceration and Supervision: The Court may impose a fine, restitution (in addition to any penalty authorized by law), costs of incarceration and costs of supervision. The defendant agrees that any fine or restitution imposed by the Court will be due and payable immediately. Pursuant to Title 18, United States Code, Section 3663A,

an order of restitution is mandatory for all crimes listed in Section 3663A(c). Regardless of the Count of conviction, the amount of mandatory restitution imposed shall include all amounts allowed by Section 3663A(b) and the amount of loss agreed to by the parties, including all relevant conduct loss. The defendant agrees to provide full restitution to all victims of all charges in the indictment.

g. Forfeiture: The defendant knowingly and voluntarily waives any right, title, and interest in all items seized by law enforcement officials during the course of their investigation, whether or not they are subject to forfeiture, and agrees not to contest the vesting of title of such items in the United States. The defendant agrees to abandon his interest in all seized items and further agrees that said items may be disposed of or destroyed by law enforcement officials in any manner without further notice. By abandoning these items, the defendant waives any future rights to receive additional notice, a valuation of the items, or the opportunity to submit a claim to contest the disposition or destruction of the items that may exist under any policies or procedures of the seizing agency.

9. ACKNOWLEDGMENT AND WAIVER OF THE DEFENDANT'S RIGHTS:

In pleading guilty, the defendant acknowledges, fully understands and hereby waives his rights, including but not limited to: the right to plead not guilty to the charges; the right to be tried by a jury in a public and speedy trial; the right to file pretrial motions, including motions to suppress or exclude evidence; the right at such trial to a presumption of innocence; the right to require the government to prove the elements of the offenses against the defendant beyond a reasonable doubt; the right not to testify; the right not to present any evidence; the right to be protected from compelled self-incrimination; the right at trial to confront and cross-examine

adverse witnesses; the right to testify and present evidence and the right to compel the attendance of witnesses. The defendant further understands that by this guilty plea, the defendant expressly waives all the rights set forth in this paragraph.

The defendant fully understands that the defendant has the right to be represented by counsel, and if necessary, to have the Court appoint counsel at trial and at every other stage of the proceeding. The defendant's counsel has explained these rights and the consequences of the waiver of these rights. The defendant fully understands that, as a result of the guilty plea, no trial will, in fact, occur and that the only action remaining to be taken in this case is the imposition of the sentence.

The defendant is fully satisfied with the representation received from defense counsel. The defendant has reviewed the government's evidence and discussed the government's case and all possible defenses and defense witnesses with defense counsel. Defense counsel has completely and satisfactorily explored all areas which the defendant has requested relative to the government's case and any defenses.

The guilty plea could impact defendant's immigration status or result in deportation. In particular, if any crime to which defendant is pleading guilty is an "aggravated felony" as defined by Title 8, United States Code, Section 1101(a)(43), removal or deportation is presumed mandatory. Defense counsel has advised the defendant of the possible immigration consequences, including deportation, resulting from the plea.

10. VOLUNTARY NATURE OF THE GUILTY PLEA AND PLEA AGREEMENT:

This document constitutes the entire agreement between the defendant and the government, and no other promises or inducements have been made, directly or indirectly, by

any agent of the government, including any Department of Justice attorney, concerning any plea to be entered in this case. In addition, the defendant states that no person has, directly or indirectly, threatened or coerced the defendant to do or refrain from doing anything in connection with any aspect of this case, including entering a plea of guilty.

The defendant acknowledges having voluntarily entered into both the plea agreement and the guilty plea. The defendant further acknowledges that this guilty plea is made of the defendant's own free will and that the defendant is, in fact, guilty.

11. CONSEQUENCES OF POST-PLEA MISCONDUCT:

After pleading guilty and before sentencing, if defendant commits any crime, other than minor traffic offenses, violates any condition of release that results in revocation, violates any term of this guilty plea agreement, intentionally provides misleading, incomplete or untruthful information to the U.S. Probation Office or fails to appear for sentencing, the United States, at its option, may be released from its obligations under this agreement. The Government may also, in its discretion, proceed with this agreement and may advocate for any sentencing position supported by the facts, including but not limited to obstruction of justice and denial of acceptance of responsibility.

12. NO RIGHT TO WITHDRAW GUILTY PLEA:

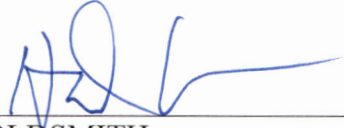
Pursuant to Rule 11(c) and (d), Federal Rules of Criminal Procedure, the defendant understands that there will be no right to withdraw the plea entered under this agreement, except

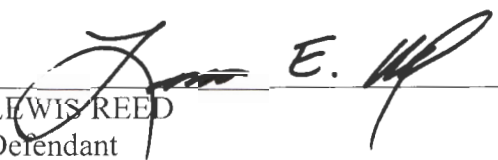
where the Court rejects those portions of the plea agreement which deal with charges the government agrees to dismiss or not to bring.

August 26, 2022
Date

8/26/22
Date

8/26/22
Date


HAL GOLDSMITH
Assistant United States Attorney


LEWIS REED
Defendant


N. SCOTT ROSENBLUM
Attorneys for Defendant