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8 Attorneys for Plaintiff
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 STEPHEN GLOVER,

16 Defendant.

No. 2:22-cr-00260-PA

PLEA AGREEMENT FOR DEFENDANT
STEPHEN GLOVER

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

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. Give up the right to indictment by a grand jury and,
27 at the earliest opportunity requested by the USAO and provided by the
28 Court, appear and plead guilty to a two-count information in the form

1 attached to this agreement as Exhibit A or a substantially similar
2 form, which charges defendant with mail fraud in violation of 18
3 U.S.C. § 1341 (count one) and theft of mail matter by officer or
4 employee in violation of 18 U.S.C. § 1709 (count two).

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

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

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

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

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

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

20 h. At or before the time of sentencing, make a
21 prejudgment payment by delivering a certified check or money order to
22 the Fiscal Clerk of the Court in the amount of \$1,000 to be applied
23 to satisfy defendant's anticipated criminal debt. Payments may be
24 made to the Clerk, United States District Court, Fiscal Department,
25 255 East Temple Street, Room 1178, Los Angeles, California 90012.

26 i. Defendant agrees that any and all criminal debt
27 ordered by the Court will be due in full and immediately. The
28 government is not precluded from pursuing, in excess of any payment

1 schedule set by the Court, any and all available remedies by which to
2 satisfy defendant's payment of the full financial obligation,
3 including referral to the Treasury Offset Program.

4 j. Complete the Financial Disclosure Statement on a form
5 provided by the USAO and, within 30 days of defendant's entry of a
6 guilty plea, deliver the signed and dated statement, along with all
7 of the documents requested therein, to the USAO by either email at
8 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
9 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
10 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
11 criminal debt shall be assessed based on the completed Financial
12 Disclosure Statement and all required supporting documents, as well
13 as other relevant information relating to ability to pay.

14 k. Authorize the USAO to obtain a credit report upon
15 returning a signed copy of this plea agreement.

16 l. Consent to the USAO inspecting and copying all of
17 defendant's financial documents and financial information held by the
18 United States Probation and Pretrial Services Office.

19 THE USAO'S OBLIGATIONS

20 3. The USAO agrees to:

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

22 b. Abide by all agreements regarding sentencing contained
23 in this agreement.

24 c. At the time of sentencing, provided that defendant
25 demonstrates an acceptance of responsibility for the offenses up to
26 and including the time of sentencing, recommend a two-level reduction
27 in the applicable Sentencing Guidelines offense level, pursuant to
28 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an

1 additional one-level reduction if available under that section.

2 d. Recommend that defendant be sentenced to a term of
3 imprisonment no higher than the low end of the applicable Sentencing
4 Guidelines range, provided that the offense level used by the Court
5 to determine that range is 22 or higher and provided that the Court
6 does not depart downward in offense level or criminal history
7 category. For purposes of this agreement, the low end of the
8 Sentencing Guidelines range is that defined by the Sentencing Table
9 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the
10 term of imprisonment that may be permissible through the substitution
11 of community confinement or home detention as a result of the offense
12 level falling within Zone B or Zone C of the Sentencing Table.

13 e. Except for criminal tax violations (including
14 conspiracy to commit such violations chargeable under 18 U.S.C.
15 § 371), not further criminally prosecute defendant for violations of
16 18 U.S.C. § 1028A (aggravated identity theft) arising out of
17 defendant's conduct described in the agreed-to factual basis set
18 forth in paragraph 13 below. Defendant understands that the USAO is
19 free to criminally prosecute defendant for any other unlawful past
20 conduct or any unlawful conduct that occurs after the date of this
21 agreement. Defendant agrees that at the time of sentencing the Court
22 may consider the uncharged conduct 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 after
25 consideration of the Sentencing Guidelines and all other relevant
26 factors under 18 U.S.C. § 3553(a).

27 NATURE OF THE OFFENSES

28 4. Defendant understands that for defendant to be guilty of

1 the crime charged in count one of the information, that is, mail
2 fraud, in violation of Title 18, United States Code, Section 1341,
3 the following must be true: (1) defendant knowingly participated in a
4 scheme or plan to defraud, or a scheme or plan for obtaining money or
5 property by means of false or fraudulent pretenses, representations,
6 or promises; (2) the statements made or facts omitted as part of the
7 scheme were material; that is, they had a natural tendency to
8 influence, or were capable of influencing, a person to part with
9 money or property; (3) defendant acted with the intent to defraud;
10 that is, the intent to deceive and cheat; and (4) defendant used, or
11 caused to be used, the mails to carry out or attempt to carry out an
12 essential part of the scheme.

13 5. Defendant understands that for defendant to be guilty of
14 the crime charged in count two of the information, that is, theft of
15 mail matter by officer or employee, in violation of Title 18, United
16 States Code, Section 1709, the following must be true: (1) while
17 working as a Postal Service employee, defendant came into possession
18 of the letter; (2) the letter was intended to be conveyed by mail;
19 and (3) defendant embezzled the letter.

20 PENALTIES AND RESTITUTION

21 6. Defendant understands that the statutory maximum sentence
22 that the Court can impose for a violation of Title 18, United States
23 Code, Section 1341, is: 20 years' imprisonment; a three-year period
24 of supervised release; a fine of \$250,000 or twice the gross gain or
25 gross loss resulting from the offense, whichever is greatest; and a
26 mandatory special assessment of \$100.

27 7. Defendant understands that the statutory maximum sentence
28 that the Court can impose for a violation of Title 18, United States

1 Code, Section 1709, is: 5 years' imprisonment; a three-year period of
2 supervised release; a fine of \$250,000 or twice the gross gain or
3 gross loss resulting from the offense, whichever is greatest; and a
4 mandatory special assessment of \$100.

5 8. Defendant understands, therefore, that the total maximum
6 sentence for all offenses to which defendant is pleading guilty is:
7 25 years' imprisonment; a three-year period of supervised release; a
8 fine of \$500,000 or twice the gross gain or gross loss resulting from
9 the offenses, whichever is greatest; and a mandatory special
10 assessment of \$200.

11 9. Defendant understands that defendant will be required to
12 pay full restitution to the victim(s) of the offenses to which
13 defendant is pleading guilty. Defendant agrees that, in return for
14 the USAO's compliance with its obligations under this agreement, the
15 Court may order restitution to persons other than the victim(s) of
16 the offenses to which defendant is pleading guilty and in amounts
17 greater than those alleged in the counts to which defendant is
18 pleading guilty. In particular, defendant agrees that the Court may
19 order restitution to any victim of any of the following for any
20 losses suffered by that victim as a result: any relevant conduct, as
21 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which
22 defendant is pleading guilty. The parties currently believe that the
23 applicable amount of restitution is approximately \$151,698, but
24 recognize and agree that this amount could change based on facts that
25 come to the attention of the parties prior to sentencing.

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

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

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

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

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

8 FACTUAL BASIS

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

18 At all times relevant to this plea agreement, defendant was
19 employed as a mail carrier for the United States Postal Service
20 (USPS) at the U.S. Post Office in Valencia, California. Starting in
21 August 2020 and continuing through June 2021, within the Central
22 District of California, defendant knowingly participated in a scheme
23 to defraud the California Employment Development Department (EDD) of
24 hundreds of thousands of dollars of COVID-related unemployment funds.
25 While participating in the scheme, defendant acted with the intent to
26 defraud; that is, the intent to deceive and cheat.

27 In the fraudulent scheme, defendant's co-schemers would apply
28 for unemployment benefits from California EDD using false statements

1 to qualify, and sometimes using stolen identities. The U.S. mails
2 were used to carry out the fraudulent scheme. Specifically, based
3 upon the fraudulent applications for EDD benefits, California EDD
4 would mail out debit cards and other correspondence to the addresses
5 listed on the applications. On or about June 15, 2021, EDD mailed a
6 debit card in the name of victim R.M. to an address in Valencia,
7 California. While working as a USPS mail carrier, defendant stole
8 that EDD mail from his mail route. During the search of defendant's
9 residence in June 2021, agents found that EDD mail with debit card in
10 R.M.'s name, as well as two other debit cards in the names of S.M.
11 and K.Br. During the search of defendant's girlfriend's residence on
12 that same day, agents found approximately 37 pieces of mail from EDD
13 addressed to approximately 15 different names.

14 Defendant abused his position as a USPS mail carrier to further
15 the mail fraud scheme. Specifically, defendant would provide
16 addresses on his mail route to co-schemers, which the co-schemers
17 would then use as the mailing address on the fraudulent applications
18 for unemployment benefits filed with the California EDD. After
19 California EDD mailed out debit cards or other correspondence to the
20 addresses listed on those applications, defendant would then
21 intercept and steal that mail. Defendant and co-schemers would then
22 use those EDD debit cards in other people's names.

23 When interviewed by law enforcement, defendant admitted to using
24 EDD debit cards in other people's names to withdraw thousands of
25 dollars in cash from ATMs. Defendant also admitted that he would
26 sometimes activate the EDD debit cards in other people's names by
27 calling EDD and using PINs he had discovered from stolen EDD mail.

28 Defendant also stole mail unrelated to California EDD, including

1 more than 10 personal and business checks payable to others, which
 2 totaled to approximately \$23,266.15.

3 The parties agree that for purposes of this plea agreement, the
 4 intended loss applicable to defendant's participation in the mail
 5 fraud scheme is \$270,698, the intended loss from the stolen non-EDD
 6 related checks is approximately \$23,266, and the number of pieces of
 7 mail that defendant stole is approximately 40.

8 SENTENCING FACTORS

9 14. 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 crimes of
 20 conviction.

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

23 Count one (mail fraud)

24	Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
25	\$250k < loss < \$550k:	+12	U.S.S.G. § 2B1.1(b)(1)(G)
26	> 10 victims:	+2	U.S.S.G. § 2B1.1(b)(2)(A)
27	Possess >5 means of ID:	+2	U.S.S.G. § 2B1.1(b)(11)(C)
28	Abuse of position of trust	+2	U.S.S.G. § 3B1.3

Count two (mail theft)

Base Offense Level:	6	U.S.S.G. § 2B1.1(a)(2)
\$250k < loss < \$550k:	+12	U.S.S.G. § 2B1.1(b)(1)(G)
> 10 victims:	+2	U.S.S.G. § 2B1.1(b)(2)(A)
Possess >5 means of ID:	+2	U.S.S.G. § 2B1.1(b)(11)(C)
Abuse of position of trust	+2	U.S.S.G. § 3B1.3

The USAO will agree to a two-level downward adjustment for acceptance of responsibility (and, if applicable, move for an additional one-level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the conditions set forth in paragraph 3(c) are met and if defendant has not committed, and refrains from committing, acts constituting obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as discussed below. Subject to paragraph 27 below, defendant and the USAO agree not to seek, argue, or suggest in any way, either orally or in writing, that any other specific offense characteristics, adjustments, or departures relating to the offense level be imposed. Defendant agrees, however, that if, after signing this agreement but prior to sentencing, defendant were to commit an act, or the USAO were to discover a previously undiscovered act committed by defendant prior to signing this agreement, which act, in the judgment of the USAO, constituted obstruction of justice within the meaning of U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set forth in that section and to argue that defendant is not entitled to a downward adjustment for acceptance of responsibility under U.S.S.G. § 3E1.1.

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

17. Defendant and the USAO reserve the right to argue for a

1 sentence outside the sentencing range established by the Sentencing
2 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
3 (a)(2), (a)(3), (a)(6), and (a)(7).

4 WAIVER OF CONSTITUTIONAL RIGHTS

5 18. Defendant understands that by pleading guilty, defendant
6 gives up the following rights:

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

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

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

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

17 e. The right to confront and cross-examine witnesses
18 against defendant.

19 f. The right to testify and to present evidence in
20 opposition to the charges, including the right to compel the
21 attendance of witnesses to testify.

22 g. The right not to be compelled to testify, and, if
23 defendant chose not to testify or present evidence, to have that
24 choice not be used against defendant.

25 h. Any and all rights to pursue any affirmative defenses,
26 Fourth Amendment or Fifth Amendment claims, and other pretrial
27 motions that have been filed or could be filed.
28

WAIVER OF APPEAL OF CONVICTIONS

19. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty pleas were involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's convictions on the offenses to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statutes to which defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's pleas of guilty.

WAIVER OF APPEAL AND COLLATERAL ATTACK

20. Defendant agrees that, provided the Court imposes a total term of imprisonment within or below the range corresponding to an offense level of 25 and a criminal history category calculated by the Court, defendant gives up the right to appeal all of the following:

(a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court, including, to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) the amount and terms of any restitution order, provided it requires payment of no more than \$250,000; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the

1 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

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

14 22. This agreement does not affect in any way the right of the
15 USAO to appeal the sentence imposed by the Court.

16 RESULT OF WITHDRAWAL OF GUILTY PLEA

17 23. Defendant agrees that if, after entering guilty pleas
18 pursuant to this agreement, defendant seeks to withdraw and succeeds
19 in withdrawing any of defendant's guilty pleas on any basis other
20 than a claim and finding that entry into this plea agreement was
21 involuntary, then the USAO will be relieved of all of its obligations
22 under this agreement.

23 EFFECTIVE DATE OF AGREEMENT

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

27 BREACH OF AGREEMENT

28 25. Defendant agrees that if defendant, at any time after the

signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered guilty pleas pursuant to this agreement, defendant will not be able to withdraw the guilty pleas, and (b) the USAO will be relieved of all its obligations under this agreement.

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

OFFICE NOT PARTIES

26. 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.

27. 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

1 maintain its view that the calculations in paragraph 15 are
2 consistent with the facts of this case. While this paragraph permits
3 both the USAO and defendant to submit full and complete factual
4 information to the United States Probation and Pretrial Services
5 Office and the Court, even if that factual information may be viewed
6 as inconsistent with the facts agreed to in this agreement, this
7 paragraph does not affect defendant's and the USAO's obligations not
8 to contest the facts agreed to in this agreement.

9 28. Defendant understands that even if the Court ignores any
10 sentencing recommendation, finds facts or reaches conclusions
11 different from those agreed to, and/or imposes any sentence up to the
12 maximum established by statute, defendant cannot, for that reason,
13 withdraw defendant's guilty pleas, and defendant will remain bound to
14 fulfill all defendant's obligations under this agreement. Defendant
15 understands that no one -- not the prosecutor, defendant's attorney,
16 or the Court -- can make a binding prediction or promise regarding
17 the sentence defendant will receive, except that it will be within
18 the statutory maximum.

19 POTENTIAL CASA APPLICATION

20 29. Defendant intends to submit an application to participate
21 in the Court's Conviction and Sentence Alternatives ("CASA") program.
22 Defendant understands that any application will be reviewed by the
23 USAO and the CASA program team using their ordinary procedures for a
24 determination whether defendant would be accepted for participation
25 in the CASA program, and there is no certainty that defendant would
26 be accepted for participation in the CASA program.

27 30. With this understanding, defendant and the USAO agree as
28 follows if defendant submits a CASA application:

1 a. After entry of defendant's guilty pleas, defendant and
2 the USAO will request that preparation of a presentence report be
3 delayed, that any previously set sentencing date be vacated, and that
4 a status conference be scheduled for a date approximately 60 days
5 after entry of defendant's guilty pleas;

6 b. If the CASA program team determines that defendant
7 should be accepted for participation in the CASA program, defendant
8 and the USAO will execute an addendum to the plea agreement
9 incorporating the terms of defendant's participation in the CASA
10 program, but otherwise leaving all other terms of the instant plea
11 agreement in effect ("CASA plea agreement addendum");

12 c. If defendant and the USAO file a CASA plea agreement
13 addendum, they will jointly request that the Court (i) order that
14 this case be transferred to the CASA judicial officer; (ii) refer
15 defendant to the CASA program for the CASA program judicial officer
16 to take defendant's amended guilty plea pursuant to the CASA plea
17 agreement; and (iii) permit defendant to begin his participation in
18 the CASA program;

19 d. If either: (i) defendant is not accepted for
20 participation in the CASA program; or (ii) the Court does not agree
21 to allow defendant's participation in the CASA program; then the
22 Court shall be so advised at or prior to the status conference
23 referenced in subparagraph (a) above, defendant's guilty pleas
24 pursuant to this agreement shall remain in place, and the parties
25 will jointly request that the Court set a date for defendant's
26 sentencing and order that the United States Probation Office prepare
27 defendant's presentence report.
28

NO ADDITIONAL AGREEMENTS

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

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

32. 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

TRACY L. WILKISON
United States Attorney

CHARLES E. PELL
Assistant United States Attorney

STEPHEN GLOVER
Defendant

ALEJANDRO BARRIENTOS/IJEOMA
UCHECHI EKE
Attorneys for Defendant STEPHEN
GLOVER

Date

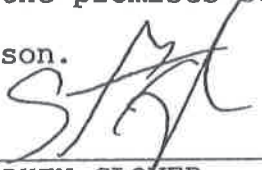
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Date

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

1 advised me of my rights, of possible pretrial motions that might be
 2 filed, of possible defenses that might be asserted either prior to or
 3 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
 4 of relevant Sentencing Guidelines provisions, and of the consequences
 5 of entering into this agreement. No promises, inducements, or
 6 representations of any kind have been made to me other than those
 7 contained in this agreement. No one has threatened or forced me in
 8 any way to enter into this agreement. I am satisfied with the
 9 representation of my attorney in this matter, and I am pleading
 10 guilty because I am guilty of the charges and wish to take advantage
 11 of the promises set forth in this agreement, and not for any other
 12 reason.

13 
 14 STEPHEN GLOVER
 15 Defendant

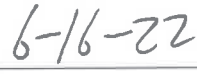
16 06-15-2022
 17 Date

18 CERTIFICATION OF DEFENDANT'S ATTORNEY

19 I am STEPHEN GLOVER's attorney. I have carefully and thoroughly
 20 discussed every part of this agreement with my client. Further, I
 21 have fully advised my client of his rights, of possible pretrial
 22 motions that might be filed, of possible defenses that might be
 23 asserted either prior to or at trial, of the sentencing factors set
 24 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
 25 provisions, and of the consequences of entering into this agreement.
 26 To my knowledge: no promises, inducements, or representations of any
 27 kind have been made to my client other than those contained in this
 28 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

1 forth in this agreement is sufficient to support my client's entry of
2 guilty pleas pursuant to this agreement.

3 
4 J. ALEJANDRO BARRIENTOS/IJEOMA
5 UCHECHI EKE
6 Attorneys for Defendant STEPHEN
7 GLOVER
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Date