



1           3. Pursuant to 18 U.S.C. § 3559(a)(3), violation of 21 U.S.C. §§ 841(a)(1),  
2 841(b)(1)(C), and 846, as alleged in Count One of the Indictment, constitutes a Class C felony.

3           4. Pursuant to the Plea Agreement, Respondent admitted the following:

4           a. Count One: The elements of Conspiracy to Distribute a Controlled Substance in  
5 violation of 21 U.S.C. §§ 841(a)(1), 841(b)(1)(C), and 846 are:

6                   i. First, beginning at a time unknown but not later than on or about October  
7 21, 2018, and continuing to on or about May 23, 2019, there was an  
8 agreement between two or more persons to unlawfully possess with intent  
9 to distribute oxycodone, a schedule II controlled substance; and

10                   ii. Second, the Respondent joined in the agreement knowing of its purpose and  
11 intending to help accomplish that purpose.

12           5. Pursuant to the Plea Agreement, Respondent admitted and declared under penalty  
13 of perjury that the facts set forth below are true and correct:

14           a. Between about October 21, 2018, and continuing to on or about May 23, 2019,  
15 Respondent entered into an agreement with Myron Motley, Joe Jeannette, and  
16 others. They agreed to distribute controlled substances, specifically oxycodone and  
17 hydrocodone. Respondent would write prescriptions to his co-conspirators not for  
18 a legitimate medical purpose and not in the usual course of professional practice.  
19 They would fill the prescriptions and give some of the pills to Motley for further  
20 sales. Sometimes Respondent would be paid in cash for writing the prescriptions  
21 and sometimes Respondent would write prescriptions for himself and have the co-  
22 conspirator fill the prescription and Respondent would receive the pills.

23           b. Respondent joined in the agreement knowing its purpose was unlawful and with  
24 the intent to help accomplish that purpose.

25           c. All of the foregoing occurred in the State and Federal District of Nevada.

26           6. Pursuant to the Plea Agreement, Respondent also admitted that he is, in fact, guilty  
27 of the offense to which Respondent agreed to plead guilty, and he acknowledges that if he elected  
28 to go to trial instead of pleading guilty, the United States could prove his guilt beyond a

1 reasonable doubt. Respondent further acknowledges that his admissions and declarations of fact  
2 set forth in the Plea Agreement satisfy every element of the charged offense.

3 **COUNT I**

4 **NRS 630.306(1)(c) (Illegal Distribution of Controlled Substances)**

5 7. All of the allegations in the above paragraphs are hereby incorporated by reference  
6 as though fully set forth herein.

7 8. Pursuant to NRS 630.306(1)(c), distribution, including administering, dispensing or  
8 prescribing, of any controlled substance to others except as authorized by law is grounds for  
9 disciplinary action against a licensee.

10 9. As demonstrated by, but not limited to, the above-outlined facts, Respondent  
11 knowingly and intentionally distributed controlled substances, oxycodone and hydrocodone,  
12 outside the usual course of his professional practice and not for a legitimate medical purpose, in  
13 violation of 21 U.S.C. §§ 841(a)(1), 841(b)(1)(C) and 846.

14 10. By reason of the foregoing, Respondent is subject to discipline by the Board as  
15 provided in NRS 630.352.

16 **COUNT II**

17 **NRS 630.306(1)(p) (Unsafe or Unprofessional Conduct)**

18 11. All of the allegations in the above paragraphs are hereby incorporated by reference  
19 as though fully set forth herein.

20 12. Engaging in any act that is unsafe or unprofessional conduct in accordance with  
21 regulations adopted by the Board is grounds for disciplinary action against a licensee pursuant to  
22 NRS 630.306(1)(p).

23 13. As demonstrated by, but not limited to, the above-outlined facts, Respondent  
24 knowingly and intentionally dispensed controlled substances, oxycodone and hydrocodone,  
25 outside the usual course of his professional practice and not for a legitimate medical purpose.

26 14. Respondent's conduct was unsafe and unprofessional.

27 15. By reason of the foregoing, Respondent is subject to discipline by the Board as  
28 provided in NRS 630.352.

COUNT III

**NRS 630.301(9) (Disreputable Conduct)**

16. All of the allegations in the above paragraphs are hereby incorporated by reference as though fully set forth herein.

17. Conduct that brings the medical profession into disrepute is grounds for discipline pursuant to NRS 630.301(9), including, without limitation, conduct that violates any provision of a code of ethics adopted by the Board by regulation based on a national code of ethics.

18. As demonstrated by, but not limited to, the above-outlined facts, Respondent's conduct brings the medical profession into disrepute.

19. By reason of the foregoing, Respondent is subject to discipline by the Board as provided in NRS 630.352.

**WHEREFORE**, the Investigative Committee prays:

1. That the Board give Respondent notice of the charges herein against him and give him notice that he may file an answer to the Complaint herein as set forth in NRS 630.339(2) within twenty (20) days of service of the Complaint;

2. That the Board set a time and place for a formal hearing after holding an Early Case Conference pursuant to NRS 630.339(3);

3. That the Board determine what sanctions to impose if it determines there has been a violation or violations of the Medical Practice Act committed by Respondent;

4. That the Board award fees and costs for the investigation and prosecution of this case as outlined in NRS 622.400;

5. That the Board make, issue and serve on Respondent its findings of fact, conclusions of law and order, in writing, that includes the sanctions imposed; and

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6. That the Board take such other and further action as may be just and proper in these premises.

DATED this 9th day of March, 2021.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

By: \_\_\_\_\_

  
Donald K. White, Esq., Deputy General Counsel  
Attorney for the Investigative Committee

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VERIFICATION

STATE OF NEVADA        )  
                                  : ss.  
COUNTY OF CLARK     )

Victor M. Muro, M.D., having been duly sworn, hereby deposes and states under penalty of perjury that he is the Chairman of the Investigative Committee of the Nevada State Board of Medical Examiners that authorized the Complaint against the Respondent herein; that he has read the foregoing Complaint; and that based upon information discovered in the course of the investigation into a complaint against Respondent, he believes that the allegations and charges in the foregoing Complaint against Respondent are true, accurate, and correct.

DATED this 9<sup>th</sup> day of March, 2021.

INVESTIGATIVE COMMITTEE OF THE  
NEVADA STATE BOARD OF MEDICAL EXAMINERS

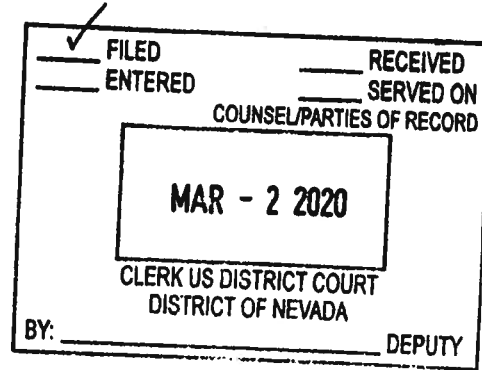
*U M Muro MD*

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Victor M. Muro, M.D., Chairman

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# EXHIBIT 1

1 NICHOLAS A. TRUTANICH  
 United States Attorney  
 2 District of Nevada  
 Nevada Bar Number 13644  
 3 ROBERT A. KNIEF  
 Assistant United States Attorney  
 4 501 Las Vegas Boulevard South, Suite 1100  
 Las Vegas, Nevada 89101  
 5 Telephone: (702) 388-6336  
 Email: Robert.Knief@usdoj.gov  
 6 Counsel for Plaintiff United States



7 UNITED STATES DISTRICT COURT  
 8 FOR THE DISTRICT OF NEVADA

9 UNITED STATES OF AMERICA,  
 10 Plaintiff,  
 11 v.  
 12 ERIC MATH,  
 13 Defendant.

No. 3:19-cr-0026-LRH-WGC

**Plea Agreement Pursuant to Fed. R. Crim. P. 11(c)(1)(A) and (B)**

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



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**I. DEFENDANT'S OBLIGATIONS**

1. Defendant agrees to:

- a. At the earliest opportunity requested by the USAO and provided by the district court, appear and plead guilty to Count 1 of the indictment in this case, which charges defendant with conspiracy to distribute a controlled substance – hydrocodone, and oxycodone in violation of 21 U.S.C. §§ 841(a)(1), 841(b)(1)(C), and 846 (Count Two);
- b. Stipulate to the facts agreed to in this agreement;
- c. Abide by all agreements regarding sentencing contained in this agreement;
- d. Not seek to withdraw defendant's guilty plea once it is entered;
- e. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter;
- f. Not commit any federal, state, or local crime;
- g. Be truthful at all times with the U.S. Probation and Pretrial Services Offices and the Court;

**II. THE USAO'S OBLIGATIONS**

2. The USAO agrees to:

- a. Stipulate to facts agreed to in this agreement;
- b. Abide by all agreements regarding sentencing contained in this agreement;
- c. At sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable sentencing guidelines offense level, pursuant to USSG § 3E1.1, and move for an additional one-level reduction if available under that section;
- d. At sentencing, move to dismiss the remaining counts of the indictment as against defendant. Defendant agrees, however, that the district court may consider any dismissed

1 charges in determining the applicable sentencing guidelines range, the propriety and extent of  
2 any departure from that range, and the sentence to be imposed.

3 **III. ELEMENTS OF THE OFFENSE**

4 3. Count One: The elements of conspiracy to distribute a controlled substance –  
5 hydrocodone, and oxycodone in violation of 21 U.S.C. §§ 841(a)(1), 841(b)(1)(C), and 846 are as  
6 follows:

7 First: Beginning at a time unknown, but not later than on or about October 21,  
8 2018, and continuing to on or about May 23, 2019, there was an agreement  
9 between two or more persons to unlawfully possess with intent to distribute  
10 oxycodone, a schedule II controlled substance; and

11 Second: The defendant joined in the agreement knowing of its purpose and  
12 intending to help accomplish that purpose.

13 Ninth Circuit Model Criminal Jury Instr. 9.19.

14 **IV. CONSEQUENCES OF CONVICTION**

15 4. Maximum Statutory Penalties:

16 Defendant understands that the statutory maximum sentence the district court can  
17 impose for a violation of 21 U.S.C. §§ 841(a)(1), 841(b)(1)(C), and 846 as charged in Count 1, is:  
18 20 years imprisonment; a minimum of five years and up to lifetime supervised release a fine of  
19 \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest;  
20 and a mandatory special assessment of # \$100.

21 5. Defendant understands that under 21 U.S.C. § 862a, defendant will not be eligible  
22 for assistance under state programs funded under the Social Security Act or Federal Food Stamp  
23 Act or for federal food stamp program benefits, and that any such benefits or assistance received  
24 by defendant's family members will be reduced to reflect defendant's ineligibility.

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

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

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

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

23           10.      Potential Removal/Deportation Consequences of Conviction: Defendant  
24 understands that, if defendant is not a United States citizen, the felony conviction in this case

1 may subject defendant to removal, also known as deportation, which may, under some  
2 circumstances, be mandatory; denial of citizenship; and denial of admission to the United States  
3 in the future. The district court cannot, and defendant's attorney also may not be able to, advise  
4 defendant fully regarding the immigration consequences of the felony conviction in this case.  
5 Defendant understands that unexpected immigration consequences will not serve as grounds to  
6 withdraw defendant's guilty plea.

7 **V. FACTUAL BASIS**

8 11. Defendant admits that defendant is, in fact, guilty of the offense to which  
9 defendant is agreeing to plead guilty. Defendant acknowledges that if defendant elected to go to  
10 trial instead of pleading guilty, the USAO could prove defendant's guilt beyond a reasonable  
11 doubt. Defendant further acknowledges that defendant's admissions and declarations of fact set  
12 forth below satisfy every element of the charged offense. Defendant waives any potential future  
13 claim that the facts defendant admitted below are insufficient to satisfy the elements of the  
14 charged offense. Defendant admits and declares under penalty of perjury that the facts set forth  
15 below are true and correct:

16 Between about October 21, 2018, and continuing to on or about May 23, 2019, I entered  
17 into an agreement with Myron Motley, Joe Jeannette, and others. We agreed to distribute  
18 controlled substances, specifically oxycodone and hydrocodone. I would write prescriptions to  
19 my co-conspirators not for a legitimate medical purpose and not in the usual course of  
20 professional practice. They would fill the prescriptions and give some of this pills to Motley for  
21 further sales. Sometimes I would be paid in cash for writing the prescriptions and sometimes I  
22 would write prescriptions for myself and have the co-conspirator fill the prescription and I would  
23 receive the pills.

24

1 I joined in the agreement knowing its purpose was unlawful and with the intent to help  
2 accomplish that purpose. This activity occurred in the State and Federal District of Nevada.

3 **VI. SENTENCING FACTORS**

4 12. Discretionary Nature of Sentencing Guidelines: Defendant understands that in  
5 determining defendant's sentence, the district court is required to calculate the applicable  
6 sentencing guidelines range and to consider that range, possible departures under the sentencing  
7 guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant  
8 understands that the sentencing guidelines are advisory only, that defendant cannot have any  
9 expectation of receiving a sentence within the calculated sentencing guidelines range, and that  
10 after considering the sentencing guidelines and the other § 3553(a) factors, the district court will  
11 be free to exercise its discretion to impose any sentence it finds appropriate.

12 13. Offense Level Calculations: The parties jointly agree and stipulate that, in  
13 calculating Defendant's advisory guidelines sentencing range, the Court should use the following  
14 base offense level and adjustments; acknowledge that these stipulations do not bind the district  
15 court:

16	Base Offense Level - USSG § 2D1.1(c)(5):	30
17	Abuse of Trust - USSG § 3B1.3:	<u>+2</u>
18	Adjusted Offense Level:	32

19 14. Agreement with Respect to Some Safety Valve Requirements: Defendant and the  
20 USAO agree that:

21 a. Defendant did not use violence or credible threats of violence or possess a  
22 firearm or other dangerous weapon (or induce another participant to do so) in connection with  
23 the offense charged in count 1;

1           b.     The offense charged in count 1 did not result in death or serious bodily  
2 injury to any person; and

3           c.     Defendant was not an organizer, leader, manager, or supervisor of others in  
4 the offense charged in count 1 and was not engaged in a continuing criminal enterprise.

5           d.     Defendant and the USAO have made no agreement whether defendant  
6 qualifies for safety-valve relief from the statutory minimum sentence, and Defendant agrees that,  
7 if the district court determines he does not qualify, that determination will not serve as grounds  
8 to withdraw defendant's guilty plea.

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

20           Under USSG § 3E1.1(b), if the district court determines that defendant's total offense  
21 level before operation of § 3E1.1(a) is 16 or higher, and if the USAO recommends a two-level  
22 downward adjustment pursuant to the preceding paragraph, the USAO will move for an  
23 additional one-level downward adjustment for acceptance of responsibility before sentencing  
24

1 because defendant communicated defendant's decision to plead guilty in a timely manner that  
2 enabled the USAO to avoid preparing for trial and to efficiently allocate its resources.

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

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

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



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**VII. POSITIONS REGARDING SENTENCING**

18. The USAO will recommend that the district court sentence defendant at the low end of the advisory guideline range as determined by the district court. Defendant may argue for a downward variance pursuant to 18 U.S.C. § 3553. Defendant acknowledges that the district court does not have to follow the recommendation of either party.

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

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

**VIII. WAIVER OF CONSTITUTIONAL RIGHTS**

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

- a. The right to persist in a plea of not guilty;
- b. The right to a speedy and public trial by jury;
- c. The right to be represented by counsel—and if necessary have the court appoint counsel—at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel—and if necessary have the court appoint counsel—at every other stage of the proceeding;
- d. The right to be presumed innocent and to have the burden of proof placed on the USAO to prove defendant guilty beyond a reasonable doubt;



- 1 e. The right to confront and cross-examine witnesses against defendant;
- 2 f. The right to testify and to present evidence in opposition to the charges,
- 3 including the right to compel the attendance of witnesses to testify;
- 4 g. The right not to be compelled to testify, and, if defendant chose not to
- 5 testify or present evidence, to have that choice not be used against defendant; and
- 6 h. The right to pursue any affirmative defenses, Fourth Amendment or Fifth
- 7 Amendment claims, and any other pretrial motions that have been filed or could be filed.

8 **IX. WAIVER OF APPELLATE RIGHTS**

9 22. Waiver of Appellate Rights. Defendant knowingly and expressly waives: (a) the

10 right to appeal any sentence imposed within or below the applicable Sentencing Guideline range

11 as determined by the district court; (b) the right to appeal the manner in which the district court

12 determined that sentence on the grounds set forth in 18 U.S.C. § 3742.

13 23. Defendant reserves only the right to appeal any portion of the sentence that is an

14 upward departure or variance from the applicable Sentencing Guideline range as determined by

15 the district court.

16 24. Waiver of Post-Conviction Rights. Defendant also knowingly and expressly

17 waives all collateral challenges, including any claims under 28 U.S.C. § 2255, to defendant's

18 conviction, sentence, and the procedure by which the district court adjudicated guilt and

19 imposed sentence, except non-waivable claims of ineffective assistance of counsel.

20 25. Preservation of Evidence: Defendant acknowledges that the USAO and the

21 agencies investigating this case are not obligated or required to preserve any evidence obtained in

22 the investigation of this case.

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2 **X. RESULT OF WITHDRAWAL OF GUILTY PLEA  
OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTIONS**

3 26. Consequence of withdrawal of guilty plea: Defendant agrees that if, after entering  
4 a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in  
5 withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into  
6 this agreement was involuntary, then the USAO will be relieved of all of its obligations under  
7 this agreement.

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

17 **XII. BREACH OF AGREEMENT**

18 28. Defendant agrees that if, at any time after this agreement becomes effective,  
19 defendant knowingly violates or fails to perform any of defendant's obligations under this  
20 agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's  
21 obligations are material, a single breach of this agreement is sufficient for the USAO to declare a  
22 breach, and defendant shall not be deemed to have cured a breach without the express agreement  
23 of the USAO in writing. If the USAO declares this agreement breached, and the district court  
24 finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea

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

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

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

9 30. Defendant understands that both defendant and the USAO are free to argue on  
10 appeal and collateral review that the district court's sentencing guidelines calculations and the  
11 sentence it chooses to impose are not error.

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

20 **XIV. ADDITIONAL ACKNOWLEDGMENTS**

21 32. The Defendant acknowledges that:

22 a. Defendant read this agreement and defendant understands its terms and  
23 conditions.

1           b. Defendant had adequate time to discuss this case, the evidence, and this  
2 agreement with defendant's attorney.

3           c. Defendant carefully and thoroughly discussed all terms of this agreement  
4 with defendant's attorney.

5           d. Defendant understands the terms of this agreement and voluntarily agrees  
6 to those terms.

7           e. Defendant has discussed with defendant's attorney the following: the  
8 evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses that  
9 might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C. 3553(a);  
10 the relevant sentencing guidelines provisions; and consequences of entering into this agreement.

11           f. The representations contained in this agreement are true and correct,  
12 including the factual basis for defendant's offense set forth in this agreement.

13           g. Defendant was not under the influence of any alcohol, drug, or medicine  
14 that would impair defendant's ability to understand the agreement when defendant considered  
15 signing this agreement and when defendant signed it.

16           33. Defendant understands that defendant alone decides whether to plead guilty or go  
17 to trial, and acknowledges that defendant has decided to enter defendant's guilty plea knowing of  
18 the charges brought against defendant, defendant's possible defenses, and the benefits and  
19 possible detriments of proceeding to trial.

20           34. Defendant understands that no promises, understandings, or agreements other  
21 than those set forth in this agreement have been made or implied by defendant, defendant's  
22 attorney, or the USAO, and no additional promises, agreements, or conditions shall have any  
23 force or effect unless set forth in writing and signed by all parties or confirmed on the record  
24 before the district court.

