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11  
12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 UNITED STATES OF AMERICA, ) NO. 14-0196-CRB-9  
16 Plaintiff, ) PLEA AGREEMENT  
17 v. )  
18 BRANDON JAMELLE JACKSON, )  
19 Defendant. )  
20

21 I, Brandon Jamelle JACKSON, and the United States Attorney’s Office for the Northern District  
22 of California (hereafter “the government”) enter into this written plea agreement (the “Agreement”)  
23 pursuant to Rule 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure:

24 The Defendant’s Promises

25 1. I agree to plead guilty to Count One of the captioned Second Superseding Indictment,  
26 which charges me with conspiracy to conduct and to participate in the conduct of the affairs of the  
27 racketeering enterprise identified in the Second Superseding Indictment as the Chee Kung Tong through  
28 a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d). I agree that the elements of this

1 offense are as follows: (1) the defendant knowingly and intentionally agreed with another person to  
 2 participate in the conduct of the affairs of an enterprise through a pattern of racketeering activity and  
 3 that a conspirator committed or would commit at least two acts of racketeering in the conduct of the  
 4 affairs of the enterprise; (2) the racketeering enterprise was established or would be established; (3) the  
 5 racketeering enterprise or its activities affected or would affect interstate commerce; and (4) the  
 6 defendant was associated or would be associated with the enterprise.

7 I agree that the maximum penalties for 18 U.S.C. § 1962(d) are as follows:

- |    |    |   |   |
|----|----|---|---|
| 8  | a. | Maximum prison term:                    | 20 years  |
| 9  | b. | Maximum term of supervised release:     | 3 years   |
| 10 | c. | Maximum fine:                           | \$250,000 or twice the gross<br>gain or loss, whichever is<br>greater |
| 11 |    |   |   |
| 12 | d. | Mandatory special assessment:           | \$100   |
| 13 | e. | Restitution to any identifiable victims |   |
| 14 | f. | Potential deportation                   |   |
| 15 | g. | Forfeiture                              |   |
| 16 |    |   |   |

17 I acknowledge that pleading guilty may have consequences with respect to my immigration  
 18 status if I am not a citizen of the United States. Under federal law, a broad range of crimes are  
 19 removable offenses, including the offense to which I am pleading guilty. Removal and other  
 20 immigration consequences are the subject of a separate proceeding, however, and I understand that no  
 21 one, including my attorney or the district court, can predict to a certainty the effect of this conviction on  
 22 my immigration status. I nevertheless affirm that I want to plead guilty regardless of any immigration  
 23 consequences that may result from my guilty plea, even if the consequence is my automatic removal  
 24 from the United States.

25 2. I agree that I am guilty of the offense to which I am pleading guilty, and I agree that the  
 26 following facts are true:

27 At all times relevant to this matter, an enterprise known as the Chee Kung Tong (“CKT”)  
 28 existed. The CKT was a predominantly Chinese American association based in Chinatown, in the city

1 and county of San Francisco. The CKT was formed primarily for civic purposes to benefit the  
2 communities of Chinese immigrants and Chinese Americans. Over the years, the CKT developed both  
3 positive legal community functions and activities, as well as criminal functions and activities. Some  
4 members of the CKT were strictly involved the CKT's in legal functions and activities. Other members  
5 were also involved in illegal functions and activities. These activities included narcotics distribution,  
6 assault, robbery, extortion, collection of unlawful debt, murder for hire, money laundering, trafficking in  
7 stolen goods, illegal firearm possession, and obstruction of justice. The CKT constituted an "enterprise"  
8 as defined in Title 18, United States Code, Section 1961(4), that is, a group of individuals associated in  
9 fact that was engaged in, and its activities affected, interstate and foreign commerce. The enterprise  
10 constituted an ongoing organization whose members functioned as a continuing unit that had a common  
11 purpose of achieving the objectives of the enterprise.

12 Since at least as early as 2012 and continuing until at least March 26, 2014, I associated with  
13 CKT members and other individuals associated with the CKT, including, among others, Keith  
14 JACKSON and Marlon SULLIVAN. I agreed with others to conduct and to participate in the conduct of  
15 the affairs of the CKT through a pattern of racketeering activity. I agree that co-conspirators committed  
16 at least two acts of racketeering in the conduct of the affairs of the CKT, including multiple acts  
17 involving narcotics distribution, murder for hire, and illegal firearm sales. In furtherance of my  
18 association with CKT members and other individuals associated with the CKT, I agreed to conduct  
19 illegal activities, as described below.

20 In particular, between September of 2012 and March of 2014, Keith JACKSON, Marlon  
21 SULLIVAN and I conspired with an individual whom we believed to be associated with CKT, but who  
22 in fact was an undercover employee (UCE) of the Federal Bureau of Investigation, UCE 4599. Over the  
23 course of the conspiracy, Keith JACKSON, Marlon SULLIVAN and I arranged to purchase 10  
24 kilograms of cocaine from UCE 4599's purported Colombian cocaine supplier. As part of the  
25 transaction, on February 3, 2014, Marlon SULLIVAN and I met with UCE 4599 at a restaurant in San  
26 Francisco. During this meeting, SULLIVAN and I advised UCE 4599 that we had obtained a residence  
27 in Hartford, Connecticut, that we were planning on using as a stash house for the cocaine once we  
28 obtained it. SULLIVAN and I explained that the plan was for me to fly to Hartford to wait at the stash

1 house, while SULLIVAN would travel to New Jersey to complete the cocaine transaction. SULLIVAN  
2 would then transport the cocaine back to Connecticut, where he and I would distribute it. UCE 4599  
3 told us that the only thing that could potentially prevent our cocaine transaction from taking place was a  
4 meeting that UCE 4599 had arranged with Keith JACKSON and Leland YEE to meet a purported arms  
5 trafficker. UCE 4599 explained that if the meeting with the purported arms trafficker did not take place,  
6 then UCE 4599 would tell his Colombian cocaine supplier not to engage in the cocaine transaction with  
7 us.

8 On February 19, 2014, I spoke with UCE 4599 by telephone. UCE 4599 told me that his  
9 meeting with Keith JACKSON, Leland YEE and the purported arms trafficker did not take place, and  
10 that as a result, our cocaine transaction would be delayed. I told UCE 4599 that I needed the cocaine  
11 transaction to take place as soon as possible because I needed the money. UCE 4599 told me that once  
12 his meeting with Keith JACKSON, Leland YEE, and the Russian arms trafficker took place, he would  
13 allow our cocaine transaction to take place. I told UCE 4599 that I was going to “stay on” Keith  
14 JACKSON to make sure that the meeting with the arms trafficker happened.

15 On March 11, 2014, UCE 4599 met with Keith JACKSON, Leland YEE, and a purported arms  
16 trafficker. As a result of this meeting, UCE 4599 told Keith JACKSON to tell Marlon SULLIVAN and  
17 me that our cocaine transaction would take place. On March 24, 2014, I flew to Hartford, Connecticut,  
18 in anticipation of the cocaine transaction taking place. On March 26, 2014, I was arrested in Hartford.

19 In the course of the discussions setting up our cocaine transaction, during a meeting on  
20 December 10, 2013 between me, Keith JACKSON, Marlon SULLIVAN and UCE 4599 at a bar in San  
21 Francisco, UCE 4599 told us that he needed to have one of his associates killed. UCE 4599 told us that  
22 he only wanted to deal with people he could trust. Marlon SULLIVAN told UCE 4599 that he could  
23 carry out this murder-for-hire on behalf of UCE 4599. During a subsequent meeting on December 13,  
24 2013, I met with UCE 4599 and Keith JACKSON at a restaurant in San Francisco. During the meeting,  
25 I received a text from Marlon SULLIVAN requesting a name and address of the intended victim of the  
26 murder-for-hire. I related this information to UCE 4599, and told UCE 4599 that SULLIVAN had a  
27 contact at the California Department of Motor Vehicles who could procure a photograph of the intended  
28 target. I further told UCE 4599 that SULLIVAN and I wanted to gather as much intelligence on the

1 intended target, to include the target's daily routine. On February 3, 2014, I met with Marlon  
2 SULLIVAN and UCE 4599 at a restaurant in San Francisco. During the meeting, UCE 4599 asked us  
3 not to kill the intended victim of the murder-for-hire in his presence. Marlon SULLIVAN and I assured  
4 UCE 4599 that would not happen.

5 In addition to the above-described activities, on May 6, June 24, June 25, August 5, August 8,  
6 and August 26, 2013, I participated with Keith JACKSON and Marlon SULLIVAN in selling multiple  
7 firearms to UCE 4599. The weapons we sold to UCE 4599 were a Smith and Wesson, Model M & P  
8 15-22, caliber 22lr, serial number DZR2321; a Maadi AK-47, serial number CM0605639; a Cobray  
9 M12 .380 caliber machine gun pistol with an obliterated serial number; an SKS 7.62 rifle, serial number  
10 2697; a Ruger model 10/22 carbine, serial number 123-20766; a Cobray M12 .380 caliber machine gun  
11 pistol, serial number 007394; a Mossberg Maverick 12-gauge pump-type shotgun, serial number  
12 MV60079C; a Sturm Ruger .223 caliber ranch rifle, serial number 580-75655; a Smith and Wesson  
13 model 59 handgun, serial number A170243; a Colt handgun, serial number SFA5458; a Clayco Sports  
14 AKS semi-automatic rifle, serial number 105211; an SKS Norinco rifle, bearing serial number  
15 24023048N; a 7.62 caliber Norinco firearm, serial number 8808322; an Uzi semi-automatic, Model 8 9  
16 mm, serial number SA41977; an M-11 Z 9mm, S.M.D. firerarm bearing serial number 89-0007062; a  
17 Bushmaster Carbon-15.223 caliber firearm, serial number CRB003689; a Springfield Armory Model  
18 1911-A1.45 caliber, bearing serial number N450080; an Intratec 9mm Luger Model Tec9, bearing serial  
19 number 17094; an AR-15 rifle without a serial number; and an Intratec 9 millimeter Luger model Tec  
20 DC9, serial number D047677, as well as ammunition and two ballistic vests, including one that was later  
21 determined to have been stolen from the FBI. At no time during any of these transactions did Keith  
22 JACKSON, Marlon SULLIVAN, or I have any licenses to deal in firearms.

23 3. I agree to give up all rights that I would have if I chose to proceed to trial, including the  
24 rights to a jury trial with the assistance of an attorney; to confront and cross-examine government  
25 witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth  
26 Amendment claims; to any further discovery from the government; and to pursue any affirmative  
27 defenses and present evidence.

28 4. I agree to give up my right to appeal my conviction, the judgment, and orders of the

1 Court. I also agree to waive any right I have to appeal any aspect of my sentence, including any orders  
2 relating to forfeiture and or restitution. I also agree to give up any right I may have to appeal my  
3 sentence, except that I reserve my right to appeal an upward departure from the Guideline imprisonment  
4 range determined by the Court or an upward variance under 18 U.S.C. § 3553(a).

5 5. I agree not to file any collateral attack on my conviction or sentence, including a petition  
6 under 28 U.S.C. § 2255 or 28 U.S.C. § 2241, except that I reserve my right to claim that my counsel was  
7 ineffective in connection with the negotiation of this Agreement or the entry of my guilty plea. I also  
8 agree not to seek relief under 18 U.S.C. §3582.

9 6. I agree not to ask the Court to withdraw my guilty plea at any time after it is entered. I  
10 understand that by entering into this Agreement: (a) I agree that the facts set forth in Paragraph 2 of this  
11 Agreement shall be admissible against me under Fed. R. Evid. 801(d)(2)(A) in any subsequent  
12 proceeding, including at trial, in the event I violate any of the terms of this Agreement, and (b) I  
13 expressly waive any and all rights under Fed. R. Crim. 11(f) and Fed. R. Evid. 410 with regard to the  
14 facts set forth in Paragraph 2 of this Agreement in any such subsequent proceeding. I understand that  
15 the government will not preserve any physical evidence obtained in this case.

16 7. I agree that the Court will use the Sentencing Guidelines to calculate my sentence. I  
17 understand that the Court must consult the Guidelines and take them into account when sentencing,  
18 together with the factors set forth in 18 U.S.C. § 3553(a). I also understand that the Court is not bound  
19 by the Guidelines calculations below, the Court may conclude that a higher Guidelines range applies to  
20 me, and, if it does, I will not be entitled, nor will I ask to withdraw my guilty plea. I agree that  
21 regardless of the sentence that the Court imposes on me, I will not be entitled, nor will I ask, to  
22 withdraw my guilty plea. I also agree that the Sentencing Guidelines offense level will be calculated as  
23 follows and that, other than asking for a variance under 18 U.S.C. § 3553, I will not ask for any other  
24 adjustment to or reduction in the offense level or for a downward departure from the Guidelines range as  
25 determined by the Court:

- 26 a. Pursuant to U.S.S.G. § 2E1.1(a), the base offense level for Count One is the  
27 greater of either: (1) 19 or; (2) the offense level applicable to the underlying  
28 racketeering activity.
- b. The underlying racketeering activity in Count One involves a murder-for-hire  
offense, firearms trafficking offenses, and a conspiracy to distribute 10 kilograms

1 of cocaine. The murder-for-hire offense has an offense level of 32, pursuant to  
 2 U.S.S.G. § 2E1.4; the firearms trafficking offenses have an offense level of 24,  
 3 pursuant to U.S.S.G. § 2K2.1; and the drug conspiracy has an offense level of 30,  
 4 pursuant to U.S.S.G. § 2D1.1. After applying the relevant grouping rules  
 pursuant to U.S.S.G. § 3D1.4, these offenses have a combined total offense level  
 of 35. Thus, the total offense level under U.S.S.G. § 2E1.1 for Count One is 35.

5 c. If I meet the requirements of U.S.S.G. § 3E1.1, I may be entitled to a three level  
 6 reduction for acceptance of responsibility, provided that I forthrightly admit my  
 7 guilt, cooperate with the Court and the Probation Office in any presentence  
 investigation ordered by the Court, and continue to manifest an acceptance of  
 responsibility through and including the time of sentencing

8 d. Adjusted offense level after acceptance: 32

9 I agree that a reasonable and appropriate disposition of this case, under the Sentencing  
 10 Guidelines and 18 U.S.C. § 3553(a), and the sentence to which the parties have agreed, is as follows:  
 11 between 48 and 96 months of imprisonment, 3 years of supervised release (with conditions to be fixed  
 12 by the Court), a criminal fine as determined by the Court, a \$100 special assessment, and forfeiture as  
 13 set forth below.

14 I agree and understand that this agreement and any plea of guilty I might enter pursuant to this  
 15 plea agreement are contingent upon the entry of guilty pleas by my co-defendants, Keith Jackson and  
 16 Marlon Sullivan, in this case. I agree and understand that if either of those co-defendants fails to enter a  
 17 guilty plea, this agreement and any proceedings pursuant to this agreement shall be withdrawn or  
 18 voided.

19 8. I agree that regardless of any other provision of this Agreement, the government may and  
 20 will provide the Court and the Probation Office with all information relevant to the charged offense and  
 21 the sentencing decision. I agree that, based on the nature of the offense and my criminal history, the  
 22 Court should impose the following special condition of supervised release which is reasonably related to  
 23 deterrence and rehabilitation:

24 Special Condition (Searches)

25 The defendant shall submit his person, residence, office, vehicle, or any property under  
 26 his control to a search. Such a search shall be conducted by a United States Probation  
 27 Officer or any federal, state, or local law enforcement officer at any time with or without  
 suspicion. Failure to submit to such a search may be grounds for revocation; the  
 defendant shall warn any residents that the premises may be subject to searches.

1           9. I agree that any fine, forfeiture, or restitution imposed by the Court against me will be  
 2 immediately due and payable and subject to immediate collection by the government and I understand  
 3 that the government may seek immediate collection of the entire fine, forfeiture, or restitution from any  
 4 assets without regard to any schedule of payments imposed by the Court or established by the Probation  
 5 Office. I agree that I will make a good faith effort to pay any fine, forfeiture, or restitution I am ordered  
 6 to pay. Before or after sentencing, I will upon request of the Court, the government, or the Probation  
 7 Office, provide accurate and complete financial information, submit sworn statements and give  
 8 depositions under oath concerning my assets and my ability to pay, surrender assets I obtained as a result  
 9 of my crimes, and release funds and property under my control in order to pay any fine, forfeiture, or  
 10 restitution. I agree to pay the special assessment at the time of sentencing.

11           10. I agree not to commit or attempt to commit any crimes before sentence is imposed or  
 12 before I surrender to serve my sentence. I also agree not to violate the terms of my pretrial release; not  
 13 to intentionally provide false information to the Court, the Probation Office, Pretrial Services, or the  
 14 government; and to comply with any of the other promises I have made in this Agreement. I agree not  
 15 to have any contact with any victims or witnesses in this case, either directly or indirectly, before and  
 16 after I am sentenced. This includes, but is not limited to, personal contact, telephone, mail, or electronic  
 17 mail contact, or any other written form of communication, and includes any harassing, annoying, or  
 18 intimidating conduct by me directed to any victims or witnesses. I agree that the Court may also include  
 19 this no-contact provision as a condition of my supervised release term. I agree that if I fail to comply  
 20 with any promises I have made in this Agreement, then the government will be released from all of its  
 21 promises in this Agreement, including those set forth in the Government's Promises Section below, but I  
 22 will not be released from my guilty plea.

23           I agree to remain in the custody of the United States Marshal pending my sentencing.

24           11. I agree that I have no interest in and will not oppose forfeiture of the following property  
 25 ("subject property"):

- 26           (1) One 5.56 caliber AR-15 rifle with no serial number or manufacturer markings on  
 lower receiver;
- 27           (2) One 5.56 caliber AR-15 rifle with no serial number or manufacturer markings on  
 lower receiver, barrel marked "5.56 NATO 1/7 CL Palmetto", "Palmetto" marked  
 28           on upper receiver and stock;
- (3) One .44 caliber Smith and Wesson Revolver, serial number 173514 XRF# 94590;

- 1 (4) One .45 caliber Sturm Ruger handgun, serial number 661-43176;
- 2 (5) One .45 caliber Taurus revolver, serial number CW930492;
- 3 (6) One 9MM Calico firearm, serial number J000690;
- 4 (7) One AK-47 assault rifle, serial number 1983 AE4488;
- 5 (8) One 9MM Luger pistol, serial number D047677;
- 6 (9) One .233 caliber Bushmaster firearm, serial number CRB003689;
- 7 (10) One .45 caliber Springfield pistol, serial number N450080;
- 8 (11) One 9MM Luger pistol, serial number 17094;
- 9 (12) One AR-15 assault rifle with attached bipod, no serial number or manufacturing stamp;
- 10 (13) One 7.62 caliber SKS rifle, serial number 24023048N;
- 11 (14) One 7.62 caliber Norinco firearm, serial number 8808322;
- 12 (15) One 9MM Uzi semi-automatic firearm, serial number SA41977;
- 13 (16) One 9MM M-11 S.M.D. firearm, serial number 89-0007062;
- 14 (17) One .22 caliber Ruger carbine, serial number 123-20766;
- 15 (18) One Cobray pistol, with last six digits of serial number 007394;
- 16 (19) One 12-gauge Mossberg shotgun, serial number MV60079C;
- 17 (20) One .223 caliber Sturm Ruger rifle, serial number 580-75655;
- 18 (21) One Smith and Wesson handgun, serial number A170243;
- 19 (22) One Colt handgun, serial number SFA5458;
- 20 (23) One 7.62 caliber Clayco Sports rifle, serial number 105211;
- 21 (24) One 7.62 caliber SKS firearm, serial number 2697;
- 22 (25) One 7.62 caliber AK-47 rifle, serial number CM0605639;
- 23 (26) One .380 caliber Cobra M12;
- 24 (27) One .22LR caliber Smith and Wesson firearm, serial number DZR2321;
- 25 (28) One .45 caliber Ruger revolver, serial number 45-12226;
- 26 (29) One .357 caliber Smith and Wesson revolver, serial number AYL5133;
- 27 (30) One .22 caliber revolver, serial number 69874;
- 28 (31) One .223 caliber Daewoo DR-200 rifle bearing serial number RA001216;
- (32) One .40 caliber Ruger SR40 handgun, serial number 342-08483;
- (33) One .380 caliber Cobra FS380 semi-automatic pistol;
- (34) One .223 caliber Aero Precision X15 rifle with an obliterated serial number;
- (35) One Beretta Model 92FS, serial number BER252848Z
- (35) Approximately 496 rounds of ammunition of various caliber including shotgun shells;
- (36) Approximately Twenty (20) magazines including "extended" and drum-style magazines for ammunition of various calibers;
- (37) One speed loader;
- (38) One blue ballistic vest with yellow marking "FBI" manufactured by Point Blank, model Gold Flex-6 IIIA, Style VNG052;
- (39) One white ballistic vest manufactured by ABA, model XT3A-2;
- (40) One bullet-proof vest manufactured by International Armor, Model Type 2A;
- (41) One AK-47 scope;
- (42) One silencer;
- (43) Real property and improvements located at 5555 Merritt Drive, Concord, Ca.;
- (44) \$ 61,280.75 in United States Currency, 3710 Thai Bhat, 3,635 Chinese Yuan, 66 Canadian Dollars, and 380 Hong Kong Dollars seized from 3430 Laguna Avenue, Apt. C, Oakland, CA on March 26, 2014;
- (45) \$228,420.00 seized from 133-43 37th Ave., Flushing, NY on March 25, 2014;
- (46) \$66,066.00 seized from 1370 24th Ave., San Francisco, CA on March 26, 2014;
- (47) \$98,791.00 seized from 999 87th St., Daly City, CA on March 26, 2014;
- (48) Equipment that facilitated the cultivation and distribution of marijuana seized at 5804 Highland Avenue, Richmond, CA on February 20, 2014;
- (49) Equipment that facilitated the cultivation and distribution of marijuana seized at 5176 Judsonville Avenue, Antioch, CA on October 30, 2012;
- (50) Electrical equipment, such as plant grow light bulbs, hoods, and electrical

- 1 ballasts, seized from 555 Merritt Dr., Concord, CA on February 20, 2014;  
 2 (51) \$26,786.00 seized from 225 Jules Ave., San Francisco, CA on March 26, 2014;  
 3 (52) \$15,142.00 seized from 1116 St. Francis Dr., Concord, CA on March 26, 2014;  
 4 (54) \$8,006.00 seized from 991 Carolina St., San Francisco, CA on March 26, 2014;  
 5 (55) \$5,644.00 seized from 558 Broadway St., Apt. 8, San Francisco, CA on March  
 26, 2014;  
 6 (56) \$3,452.00 seized from 353 King St., Apt. 720, San Francisco, CA on March 26,  
 2014;  
 7 (57) \$2,717.00 seized from 128 Buxton Ave., South San Francisco, CA on March 26,  
 2014;  
 8 (58) \$1,698.00 seized from James Pau at 133-43 37th Ave., Flushing, NY on March  
 25, 2014;  
 9 (59) \$1,076.00 seized from Leslie Yun at 133-43 37th Ave., Flushing, NY on March  
 25, 2014

10 I admit that the subject property constitutes proceeds from and/or property used to commit or  
 11 facilitate the commission of the violations to which I am pleading guilty, and thus it is forfeitable to the  
 12 United States pursuant to 18 U.S.C. § 924(d)(1), 18 U.S.C. § 982(a)(1), 18 U.S.C. § 1963, 21 U.S.C. §  
 13 853, and the procedures outlined in Federal Rules of Criminal Procedure 32.2 and 21 U.S.C. § 853. I  
 14 am the sole owner of the subject property. I relinquish any and all right, title, and interest I may have in  
 15 the subject property, and I agree that such right, title, and interest can be forfeited to the United States  
 16 without further notice to me. I also agree not to contest any administrative or judicial forfeiture  
 17 proceeding (whether criminal, civil, state, or federal) that may be brought against said property. I  
 18 further agree to waive all constitutional and statutory challenges in any manner (including direct appeal,  
 19 habeas corpus, or any other means) on any ground, including that the forfeiture constitutes an excessive  
 20 fine or punishment or that the forfeiture proceeding was brought in violation of any statute of  
 21 limitations.

22 I agree to abandon any interest that I may have and consent to the forfeiture, destruction and/or  
 23 any other lawful and appropriate disposition of all firearms or contraband seized by any law  
 24 enforcement agency from my possession, or which were in my direct or indirect control, including but  
 25 not limited to the firearms listed above.

26 12. I agree that this Agreement contains all of the promises and agreements between the  
 27 government and me, and supersedes any other agreements, written or oral. No modification of this  
 28 Agreement shall be effective unless it is in writing and signed by all parties.

13. I agree that the Agreement binds the U.S. Attorney's Office for the Northern District of

1 California only, and does not bind any other federal, state, or local agency.

2 The Government's Promises

3 14. The government agrees to move to dismiss any open charges pending against the  
4 defendant in the captioned Second Superseding Indictment at the time of sentencing.

5 15. The government agrees not to file any additional charges against the defendant that could  
6 be filed as a result of the investigation that led to the captioned Second Superseding Indictment.

7 16. In accordance with paragraph 7 above, the government agrees to recommend a sentence  
8 of no more than 96 months' imprisonment, followed by a period of 3 years of supervised release, a \$100  
9 special assessment, and a fine at the low end of the applicable guideline range, unless the government  
10 determines at the time of sentencing that I lack the resources to pay such a fine.

11 The Defendant's Affirmations

12 17. I confirm that I have had adequate time to discuss this case, the evidence, and the  
13 Agreement with my attorney and that my attorney has provided me with all the legal advice that I  
14 requested.

15 18. I confirm that while I considered signing this Agreement, and at the time I signed it, I  
16 was not under the influence of any alcohol, drug, or medicine that would impair my ability to understand  
17 the Agreement.

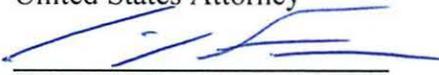
18 19. I confirm that my decision to enter a guilty plea is made knowing the charges that have  
19 been brought against me, any possible defenses, and the benefits and possible detriments of proceeding  
20 to trial. I also confirm that my decision to plead guilty is made voluntarily, and no one coerced or  
21 threatened me to enter into this Agreement.

22 Dated: July 1, 2015

  
BRANDON JAMELLE JACKSON  
Defendant

MELINDA HAAG  
United States Attorney

26 Dated: July 1, 2015

  
WILLIAM FRENTZEN  
SUSAN BADGER  
S. WAQAR HASIB  
Assistant United States Attorneys

1           20. I have fully explained to my client all the rights that a criminal defendant has and all the  
2 terms of this Agreement. In my opinion, my client understands all the terms of this Agreement and all  
3 the rights my client is giving up by pleading guilty, and, based on the information now known to me, my  
4 client's decision to plead guilty is knowing and voluntary.

5 Dated: July 1, 2015

  
TONY TAMBURELLO, ESQ.  
Attorney for Defendant Brandon JACKSON

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