

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

JONATHAN TANKSON

No. 14 CR 16-1

Judge Matthew F. Kennelly

**PLEA AGREEMENT**

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, ZACHARY T. FARDON, and defendant JONATHAN TANKSON, and his attorney, BEAU B. BRINDLEY, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(A), as more fully set forth below. The parties to this Agreement have agreed upon the following:

**Charges in This Case**

2. The superseding indictment in this case charges defendant with conspiracy to possess with intent to distribute and distribute a controlled substance, namely, a quantity of marijuana, in violation of Title 21, United States Code, Section 846 (Count 1); possession with intent to distribute a controlled substance, namely, a quantity of marijuana, in violation of Title 21, United States Code, Section 846 (Count 2); conspiracy to commit money laundering, in violation of Title 18, United States Code, Section 1956(h) (Count 3); money laundering, in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i) (Count 4); and money

laundering, in violation of Title 18, United States Code, Section 1957 (Counts 5 and 6).

3. Defendant has read the charges against him contained in the superseding indictment, and those charges have been fully explained to him by his attorney.

4. Defendant fully understands the nature and elements of the crimes with which he has been charged.

**Charges to Which Defendant Is Pleading Guilty**

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following counts of the superseding indictment: Count 1, which charges defendant with conspiracy to knowingly and intentionally possess with intent to distribute and distribute a controlled substance, namely, a quantity of a mixture and substance containing a detectable amount of marijuana, a Schedule I Controlled Substance, in violation of Title 21, United States Code, Sections 841(a)(1) and 846; and Count 3, which charges defendant with conspiracy to commit money laundering, in violation of Title 18, United States Code, Section 1956(h). In addition, as further provided below, defendant agrees to the entry of a forfeiture judgment.

**Factual Basis**

6. Defendant will plead guilty because he is in fact guilty of the charges contained in Counts 1 and 3 of the superseding indictment. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond

a reasonable doubt and constitute relevant conduct pursuant to Guideline § 1B1.3, and establish a basis for forfeiture of the property described elsewhere in this Plea Agreement:

a. With respect to Count 1 of the superseding indictment:

Beginning in or about December 2010, and continuing until on or about December 17, 2013, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere, JONATHAN TANKSON did conspire with Songhane Traore, and others known and unknown, to knowingly and intentionally possess with intent to distribute and distribute a controlled substance, namely, a quantity of a mixture and substance containing a detectable amount of marijuana, a Schedule I Controlled Substance, in violation of Title 21, United States Code, Section 841(a)(1); in violation of Title 18, United States Code, Section 846.

Specifically, between approximately December 2010 and December 17, 2013, TANKSON was the leader of a drug trafficking organization in the Chicago, Illinois area that was devoted to the sale and distribution of kilogram quantities of marijuana that TANKSON purchased from wholesale marijuana suppliers in California. During this period, TANKSON traveled at least two times per month from Chicago to locations in California, in order to meet large-scale marijuana growers and coordinate bulk shipments of marijuana to homes that TANKSON had rented in Chicago and used as stash houses for marijuana distribution. TANKSON was sometimes accompanied by Traore on these trips.

On the airplane trips to California, TANKSON typically would bring approximately \$400,000 to \$500,000 in cash in order to pay the wholesale price of the marijuana being offered by the growers, and TANKSON would often purchase at least 100 to 200 pounds of marijuana at a time. Once he bought the marijuana, TANKSON and Traore packaged the marijuana in large plastic bags and concealed it in suitcases for shipment before it was loaded into vans and tractor trailers that TANKSON had arranged for transportation to Chicago. TANKSON initially paid at least two van drivers to deliver the marijuana from California and thereafter made arrangements for delivery by tractor trailer.

After the marijuana arrived in Chicago, TANKSON hid it initially at the Wayman Penthouse, a stash house he had rented in June 2012 in a nominee's name in order to avoid detection of his drug trafficking activities. Later, beginning in approximately April 2012, TANKSON arranged to have the marijuana delivered to the Montana Residence, a stash house TANKSON had rented in the name of a fictitious corporation, EcoPower Technology, and which TANKSON's associate, Jerome B. Marshall, had fraudulently leased for TANKSON's use. Both stash houses were used for the storage of marijuana and cash obtained by TANKSON.

After TANKSON received and stored the marijuana shipments in Chicago, TANKSON then coordinated the distribution of the marijuana to a network of distributors who worked for him, including Traore. TANKSON's distributors, in turn, sold and distributed the marijuana to their own customers for profit, and paid TANKSON back for the wholesale quantities they had received.

TANKSON acknowledges that the DTO he operated is responsible for distributing at least 1,000 kilograms of marijuana, but less than 3,000 kilograms, between 2010 and 2012.

TANKSON acknowledges that his principal livelihood was derived from his sale of marijuana in the Chicago metropolitan area.

b. With respect to Count 3 of the superseding indictment:

Beginning no later than approximately June 2011, and continuing until on or about December 17, 2013, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere, TANKSON did conspire with Songhane Traore and persons known and unknown to commit an offense against the United States in violation of Title 18, United States Code, Section 1956, namely, to knowingly conduct and attempt to conduct financial transactions affecting interstate commerce, which transactions involved the proceeds of specified unlawful activity, that is, the felonious buying and selling and otherwise dealing in a controlled substance, knowing that the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity, and that while conducting and attempting to conduct such financial transactions, defendant knew that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)B(i); in violation of Title 18, United States Code, Section 1956(h).

Specifically, between approximately June 2011 and December 17, 2013, TANKSON agreed with Traore to use drug proceeds obtained from TANKSON's drug trafficking activities to purchase several luxury vehicles that Traore had titled in the names of nominees in order to conceal the true ownership and control of the vehicles and to avoid detection and seizure of these assets. As part of this arrangement, Traore used an online automobile auction website for car dealers to locate several luxury vehicles that TANKSON sought to purchase. After TANKSON identified a vehicle that he wanted, Traore used his car dealer credentials and automobile auction ID card to buy the vehicle online, representing that it was being bought for a client of Traore's former employer, when, in fact, the vehicle was actually being purchased for TANKSON using drug proceeds for his use or to give to a relative or associate. To complete the purchase, TANKSON provided the necessary cash to Traore for the vehicle, and Traore arranged for the purchase and delivery to a car dealership, where the vehicle was titled in the name of one of TANKSON's family members, associates, or EcoPower Technology, in order to conceal and disguise TANKSON's involvement in the transaction, the source of the funds used to buy the vehicle, and TANKSON's ownership and control of the vehicle. TANKSON paid Traore a commission for obtaining the vehicle.

For example, TANKSON acknowledges having purchased the following luxury vehicles through Traore's online auction purchases, using nominees and drug proceeds derived from TANKSON's drug trafficking activities: a 2007 Mercedes-Benz CL550C sports coupe that was bought in or about June 2011 for

approximately \$48,000; a 2012 Jeep Grand Cherokee SRT sports utility vehicle that was bought in or about March 2012 for approximately \$61,500; a 2010 Chevrolet Corvette convertible sports car, which was bought in or about April 2012 for approximately \$40,000; a 2014 Porsche Cayenne Turbo S AWD sports utility that was bought in October 2013 for approximately \$140,000; and a 2013 Audi A8 luxury sedan that was bought in November 2013 for approximately \$80,000. In addition, TANKSON also acknowledges having purchased and titled in the name of EcoPower Technology a 2011 Mercedes-Benz S63 AMG sedan that was bought in December 2012 for approximately \$108,000, after TANKSON paid approximately \$75,500 in cash and traded in a 2008 Mercedes-Benz GL550 wagon.

TANKSON further acknowledges that he knew that the property involved in the above-described financial transactions represented the proceeds of some form of unlawful activity, and that the transactions were designed to conceal the nature and disguise the nature, the location, the source, the ownership, and the control of the proceeds of the felonious buying and selling and otherwise dealing in a controlled substance.

### **Maximum Statutory Penalties**

7. Defendant understands that the charges to which he is pleading guilty carry the following statutory penalties:

a. Count 1 carries a maximum sentence of 20 years' imprisonment.

Count 1 also carries a maximum fine of \$1,000,000. Defendant further understands

that with respect to Count 1 the judge also must impose a term of supervised release of at least three years, and up to any number of years, including life.

b. Count 3 carries a maximum sentence of 20 years' imprisonment. Count 3 also carries a maximum fine of \$500,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that with respect to Count 3, the judge also may impose a term of supervised release of not more than three years.

c. In accord with Title 18, United States Code, Section 3013, defendant will be assessed \$100 on each count to which he has pled guilty, in addition to any other penalty imposed.

d. Therefore, under the counts to which defendant is pleading guilty, the total maximum sentence is 40 years' imprisonment. In addition, defendant is subject to a total maximum fine of \$1,500,000, or twice the gross gain or gross loss resulting from the offenses of conviction, whichever is greater, a period of supervised release, and special assessments totaling \$200.

#### **Sentencing Guidelines Calculations**

8. Defendant understands that in determining a sentence, the Court is obligated to calculate the applicable Sentencing Guidelines range, and to consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), which include: (i) the nature and circumstances of the offense and the history and characteristics of the defendant; (ii) the need for the sentence imposed to reflect the seriousness of the offense,

promote respect for the law, and provide just punishment for the offense, afford adequate deterrence to criminal conduct, protect the public from further crimes of the defendant, and provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner; (iii) the kinds of sentences available; (iv) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and (v) the need to provide restitution to any victim of the offense.

9. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the November 2015 Guidelines Manual.

b. **Offense Level Calculations.**

Count 1

i. The base offense level is 30, pursuant to Guideline §§ 2D1.1(a)(5) and (c)(5), because the amount of marijuana involved in the offense for which defendant is accountable is at least 1,000 kilograms, but less than 3,000 kilograms.

ii. Pursuant to Guideline § 2D1.1(b)(12), 2 levels are added because rental homes, the Wayman Penthouse and the Montana residence, were rented by defendant for illegally packaging and distributing marijuana.

iii. Pursuant to Guideline § 2D1.1(b)(14)(E), 2 levels are added because defendant receives an adjustment under § 3B1.1 as discussed below, defendant was directly involved in the distribution of a controlled substance, and defendant committed the offense as part of a pattern of criminal conduct engaged in as a livelihood.

iv. Pursuant to § 3B1.1(a), 4 levels are added because the defendant was an organizer or leader of a criminal activity that involved five or more participants or was otherwise extensive.

v. Based on the foregoing, the total offense level for the offense charged in Count 1 is 38.

### Count 3

vi. Pursuant to Guideline §§ 2S1.1(a)(1), the base offense level is the offense level for the underlying offense from which the laundered funds were derived, namely, the felonious buying and selling and otherwise dealing in marijuana, because (a) the defendant committed the underlying offense; and (b) the offense level for the underlying offense can be determined. The offense level for the underlying offense is 38, and so the base offense level for Count 3 is 38.

vii. Pursuant to Guidelines § 2S1.1(b)(2)(B), the offense level is increased by 2 levels because defendant was convicted under 18 U.S.C. § 1956.

viii. Based on the foregoing, the total offense level for the offense charged in Count 3 is 40.

Grouping

ix. Pursuant to Guideline § 3D1.2(b), Counts 1 and 3 are grouped into a single group.

x. Pursuant to Guideline § 3D1.3, the offense level applicable to the group is the highest offense level related to the counts included in the group. Therefore, the offense level for the group is 40.

Acceptance of Responsibility

xi. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine that may be imposed in this case, a two-level reduction in the offense level is appropriate.

xii. In accord with Guideline § 3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline § 3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant

is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government and stipulated below, defendant's criminal history points equal 4, and defendant's criminal history category is III:

i. On or about May 6, 2004, defendant was convicted of manufacturing/delivery of cannabis in the Circuit Court of Cook County, Illinois, and sentenced to 6 months' court supervision. Pursuant Guideline § 4A1.1(c), defendant receives 1 criminal history point for this conviction.

ii. On or about July 30, 2004, defendant was convicted of possession of cannabis in the Circuit Court of Cook County, Illinois, and sentenced to 4 days' imprisonment. Pursuant Guideline § 4A1.1(c), defendant receives 1 criminal history point for this conviction.

iii. On or about January 18, 2007, defendant was convicted of possession of cannabis in the Circuit Court of Cook County, Illinois, and sentenced to conditional discharge. Pursuant Guideline § 4A1.1(c), defendant receives 1 criminal history point for this conviction.

iv. On or about June 19, 2009, defendant was convicted of possession of cannabis in the Circuit Court of Cook County, Illinois, and sentenced to 6 days' imprisonment. Pursuant Guideline § 4A1.1(c), defendant receives 1 criminal history point for this conviction.

v. On or about July 6, 2007, defendant was convicted of possession of cannabis in the Circuit Court of Cook County, Illinois, and sentenced to 25 days' imprisonment. Pursuant Guideline § 4A1.1(c), defendant receives no additional criminal history points for this conviction

**d. Anticipated Advisory Sentencing Guidelines Range.**

Therefore, based on the facts now known to the government, the anticipated offense level is 37, which, when combined with the anticipated criminal history category of III, results in an anticipated advisory sentencing guidelines range of 262 to 327 months' imprisonment, in addition to any supervised release and fine the Court may impose.

e. Defendant and his attorney and the government acknowledge that the above guidelines calculations are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional guidelines provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

10. Both parties expressly acknowledge that this Agreement is not governed by Fed. R. Crim. P. 11(c)(1)(B), and that errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

#### **Agreements Relating to Sentencing**

11. Each party is free to recommend whatever sentence it deems appropriate.

12. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

13. Defendant agrees to pay the special assessment of \$200 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

14. After sentence has been imposed on the counts to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the superseding indictment as to defendant.

### **Forfeiture**

15. Defendant understands that by pleading guilty, he will subject to forfeiture to the United States all right, title, and interest that he has in any property constituting or derived from proceeds obtained, directly or indirectly, as a result of the offense.

16. Defendant agrees to forfeit to the United States the specific property identified for forfeiture in Forfeiture Allegation One in the superseding indictment: (a) approximately \$1,018,000 in U.S. currency; (b) one 2011 silver Nissan Maxima sedan, Indiana dealer plate #27030B, VIN #1n4aa5aa5apxbc855306; (c) one 2014 silver Porsche Cayenne V8 Turbo S AWD sports utility vehicle, Illinois dealer plate #7981M, VIN #wplac2a2xela85828; (d) one 10k white gold cluster ring with diamonds; (e) one 10k yellow gold diamond cross and chain; (f) one Audemars Piguet Royal Oak model bracelet watch with diamonds, serial #P30329; (g) one 10k white gold diamond bracelet; (h) one 10k white gold necklace with diamonds; (i) one 10k yellow gold ring with diamonds; (j) one single stud earring with 11 mm stone resembling moissanite; (k) one 18k yellow gold Rolex President model bracelet watch with diamonds, serial #V335994; (l) one 10k yellow gold diamond bracelet; (m) one 10k yellow gold diamond chain with diamond clusters and full cut diamonds; and (n) one 10k yellow gold diamond pendant with the initials "JT" [sic]

["JD"] bordered by full cut diamonds. In doing so, defendant admits that this property represents and is derived from proceeds defendant obtained as a result of the offense, and property which facilitated the offense and which was involved in the offense, as alleged in the superseding indictment. Defendant consents to the immediate entry of a preliminary order of forfeiture as to this specific property, thereby extinguishing any right, title, or interest defendant has in it. If any of the specific property is not yet in the custody of the United States, defendant agrees to seizure of that property so that it may be disposed of according to law.

17. In addition, defendant agrees to the entry of a personal money judgment in the amount of \$445,754, which represents the total amount of proceeds traceable to and funds involved in the offense. Defendant consents to the immediate entry of a preliminary order of forfeiture setting forth the amount of the personal money judgment he will be ordered to pay.

18. Defendant admits that because the directly forfeitable property, other than the specific property noted above, is no longer available for forfeiture as described in Title 21, United States Code, Section 853(p)(1), the United States is entitled to seek forfeiture of any other property of defendant, up to the value of the personal money judgment, as substitute assets pursuant to Title 21, United States Code, Section 853(p)(2).

19. Defendant understands that forfeiture shall not be treated as satisfaction of any fine, cost of imprisonment, or any other penalty the Court may impose upon defendant in addition to the forfeiture judgment.

20. Defendant agrees to waive all constitutional, statutory, and equitable challenges in any manner, including but not limited to direct appeal or a motion brought under Title 28, United States Code, Section 2255, to any forfeiture carried out in accordance with this agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The waiver in this paragraph does not apply to a claim of involuntariness or ineffective assistance of counsel.

### **Acknowledgments and Waivers Regarding Plea of Guilty**

#### **Nature of Agreement**

21. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 14 CR 16-1.

22. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

#### **Waiver of Rights**

23. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charges against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt and that it was to consider each count of the superseding indictment separately. The jury would have to agree unanimously as to each count before it could return a verdict of guilty or not guilty as to that count.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, and considering

each count separately, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

viii. With respect to forfeiture, defendant understands that if the case were tried before a jury, he would have a right to retain the jury to determine whether the government had established the requisite nexus between defendant's offense and any specific property alleged to be subject to forfeiture.

b. **Waiver of appellate rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial. Defendant is aware that Title 28, United States Code, Section 1291, and Title 18, United States Code, Section 3742, afford a defendant the right to

appeal his conviction and the sentence imposed. Acknowledging this, defendant knowingly waives the right to appeal his conviction, any pre-trial rulings by the Court, and any part of the sentence (or the manner in which that sentence was determined), including any term of imprisonment and fine within the maximums provided by law, and including any order of forfeiture, in exchange for the concessions made by the United States in this Agreement. The waiver in this paragraph does not apply to a claim of involuntariness or ineffective assistance of counsel, nor does it prohibit defendant from seeking a reduction of sentence based directly on a change in the law that is applicable to defendant and that, prior to the filing of defendant's request for relief, has been expressly made retroactive by an Act of Congress, the Supreme Court, or the United States Sentencing Commission.

24. Defendant understands that by pleading guilty he is waiving all the rights set forth in the prior paragraphs. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

**Presentence Investigation Report/Post-Sentence Supervision**

25. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope, and extent of defendant's conduct regarding the charges against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

26. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline § 3E1.1 and enhancement of his sentence for obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

27. For the purpose of monitoring defendant's compliance with his obligations to pay a fine during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

### **Other Terms**

28. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

29. Defendant understands that, if convicted, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

### **Conclusion**

30. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

31. Defendant understands that his compliance with each part of this Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by

the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

32. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

33. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

34. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: \_\_\_\_\_

\_\_\_\_\_  
ZACHARY T. FARDON  
United States Attorney

\_\_\_\_\_  
JONATHAN TANKSON  
Defendant

\_\_\_\_\_  
KARTIK K. RAMAN  
Assistant U.S. Attorney

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BEAU B. BRINDLEY  
Attorney for Defendant