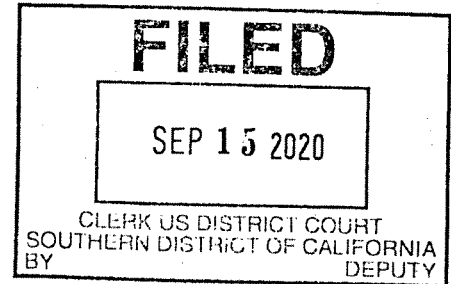


PETER J. MAZZA
Attorney for the United States
Acting Under Authority
Conferred by 28 U.S.C. § 515
NICHOLAS W. PILCHAK
Massachusetts Bar No. 669658
ANDREW R. HADEN
California Bar No. 258436
Assistant U.S. Attorney
880 Front Street, Room 6293
San Diego, California 92101
Telephone: (619) 546-9709/6961
Email: Nicholas.Pilchak@usdoj.gov
Attorneys for the United States



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MORAD MARCO GARMO,

Defendant.

Case No. _19-cr-4768-GPC


PLEA AGREEMENT

IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA, through its counsel, Peter J. Mazza, Attorney for the United States Acting Under Authority Conferred by 28 U.S.C. § 515, Nicholas W. Pilchak and Andrew R. Haden, Assistant U.S. Attorneys, and Defendant, MORAD MARCO GARMO, through his counsel, Kevin Barry McDermott as follows:

I

THE PLEA

Defendant agrees to plead guilty to Count One of the Indictment, charging Defendant with Engaging in the Business of Dealing in Firearms Without a License, in violation of Title 18, United States Code,

Def. Initials 

1 Sections 922(a)(1)(A), 923(a), 924(a)(1)(D), and 2. In addition,
2 Defendant consents to the forfeiture allegations of the Indictment.

3 In exchange for entering a plea pursuant to this agreement, the
4 United States agrees to (1) move to dismiss the remaining charges
5 against Defendant without prejudice when Defendant is sentenced, and
6 (2) not prosecute Defendant thereafter on such dismissed charges. The
7 only exceptions are if Defendant breaches the terms of this plea
8 agreement or if Defendant's guilty plea is set aside for any reason.
9 If Defendant breaches this agreement or his guilty plea is set aside,
10 section XII below shall apply.

11 II

12 NATURE OF THE OFFENSE

13 A. ELEMENTS EXPLAINED

14 The offense to which Defendant is pleading guilty has the following
15 elements:

- 16 1. Defendant was willfully engaged in the business of dealing in
firearms from March 2013 to February 13, 2019; and
17 2. During that time, Defendant did not have a license as a
18 firearms dealer.

19 Someone who is engaged in the business as a dealer in firearms is
20 defined as a person who devotes time, attention, and labor to dealing
21 in firearms as a regular course of trade or business with the principal
22 objective of livelihood and profit through the repetitive purchase and
23 resale of firearms, but it does not include a person who makes
24 occasional sales, exchanges, or purchases of firearms for the
25 enhancement of a personal collection or for a hobby, or who sells all
26 or part of his personal collection of firearms.

B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

Defendant has fully discussed the facts of this case with defense counsel. Defendant has committed each of the elements of the crime, and admits that there is a factual basis for this guilty plea. The following facts are true and undisputed:

1. Between March 2013 and February 13, 2019, Defendant acquired approximately 144 firearms and sold or otherwise transferred 98 firearms to other individuals. At no time did Defendant possess the Federal Firearms License ("FFL") required to lawfully engage in the business of dealing in firearms. Defendant knew, however, that an FFL was required for the repetitive purchase and resale of firearms for profit and livelihood, as he was doing. Defendant expressly admits that he knew that his conduct dealing in firearms was unlawful.
2. As a law enforcement officer, Defendant was permitted to purchase certain handguns that California law generally barred non-law enforcement officers from initially purchasing, typically referred to as off roster handguns. Defendant was also exempt from California laws limiting handgun purchases to one per month, and restricting the availability of high-capacity magazines. Defendant admits that he occupied a position of public trust as a law enforcement officer, and that he abused that position to commit this offense.
3. Part of Defendant's business of dealing in firearms involved acquiring firearms with the intent to transfer them to another person: unlawful transactions commonly known as "straw purchases." Many such purchases involved off roster handguns. Defendant resold some off roster handguns for a profit or exchanged them for valuable services, and provided others to individuals in exchange for favors or to build good will for future favors, such as aid for Defendant's anticipated campaign for Sheriff of San Diego County. Defendant also supplied certain firearms buyers with related items that they could not legally obtain themselves, such as high-capacity magazines.
4. Defendant directed co-defendant Fred Magana in acquiring two off roster Walther handguns for co-defendant Leo Hamel as part of a straw purchase in about April 24, 2017, at a time when Defendant directly supervised Magana at the San Diego County Sheriff's Department ("SDCSD").
5. In conducting his unlicensed firearms dealing, Defendant was aided and abetted by co-defendant Giovanni Tilotta and Tilotta's FFL, Honey Badger Firearms. Among other acts,

1 Tilotta knowingly processed unlawful straw purchases for
2 Defendant, Magana and Hamel. Tilotta also prepared backdated
3 firearms transfer paperwork for Defendant and his close
4 associates, enabling them to avoid the ten-day waiting period
5 for handgun transfers under California law.

6 6. On October 28, 2016, Defendant and Tilotta sold a Glock 27
7 .40 caliber handgun, a Daniel Defense AR-15 style rifle, and
8 a Smith & Wesson Shield handgun to San Diego defense attorney
9 V.B. inside the Captain's Office of the SDCSD's Rancho San
10 Diego station. Defendant directed Tilotta to backdate the
11 state and federal transfer paperwork for V.B.'s firearms
transactions. Defendant also provided V.B. with SDCSD-issued
ammunition in connection with this sale. Defendant admits
that this firearms sale was in violation of California law.

12 7. On November 30, 2016, Defendant used his law enforcement
13 status to conduct an unlawful straw purchase of an off roster
14 CZ 75D 9mm handgun that he intended to transfer to San Diego
15 defense attorney V.B., who could not otherwise have initially
16 acquired the handgun. As agreed, Defendant later transferred
17 the CZ 75D to V.B. on May 3, 2017.

18 8. As part of his unlicensed firearms dealing, Defendant
19 encouraged firearms buyers to apply for permits to carry a
20 concealed weapon ("CCW") from the SDCSD. Co-defendant Waiel
21 Anton aided and abetted Defendant's unlicensed firearms
22 dealing by helping Defendant's buyers apply for CCW permits
23 in exchange for cash payments, and paying Defendant a kickback
24 of \$100 per CCW applicant referred by Defendant. As part of
25 this arrangement, on or after February 5, 2019, Defendant
26 accepted a kickback of \$100 in cash from Anton for referring
27 an undercover ATF agent to Anton for these services.

28 9. Defendant admits that he received at least \$8,350 in proceeds
from his unlicensed dealing in firearms, representing only
the proceeds directly received from undercover ATF agents for
the purchase of firearms.

10 10. Defendant admits that all firearms and ammunition seized from
11 him and his residence on February 13, 2019 were involved in
12 the offense to which he is pleading guilty, as were all
13 firearms registered to Defendant but seized from Leo Hamel.

14 11. Defendant also abused his position by disclosing confidential
15 law enforcement information. On July 10, 2018, Defendant
16 called his cousin ("Individual 4") and tipped him off that
17 Campo Greens (an illegal marijuana dispensary in Defendant's
18 area of responsibility at SDCSD) was scheduled to be searched
19 by SDCSD personnel the following morning. Defendant did this
20 to warn his other cousin ("Individual 3"), who was also
21 Individual 4's brother, and who had an ownership interest in
22 Campo Greens, as Defendant knew. On July 11, 2018, Defendant
23 called Individual 4 to notify him that the scheduled search
24 of Campo Greens had been canceled.

12. Defendant admits that he provided this information to Individual 3 for the purpose of helping Campo Greens (and Individual 4) evade law enforcement officers and avoid the seizure of the illegal dispensary's narcotics and proceeds.
13. Defendant further abused his position by seeking to profit from a condemned property used as an unlicensed marijuana dispensary. Between May 2018 and August 2018, Defendant recommended that Individual 6 (the landlord for an unlicensed marijuana dispensary that was condemned by San Diego County following an SDCSD search) hire Anton and Individual 5 (then a San Diego County employee) as "consultants" to help get Individual 6's property reopened. Under the plan, Anton would pretend to rent Individual 6's property, and Individual 5 would facilitate the property's reopening with the County. In exchange for recommending Individual 5 as a "consultant" to Individual 6, Defendant was to receive 10% of Individual 5's fee. When Individual 6 declined to hire Anton and Individual 5, Defendant told Individual 5 (who was still employed at the County at the time) to tell the County to "piss on" Individual 6.
14. During the investigation of this conduct, Defendant obstructed justice by making material false statements to agents of the FBI and ATF concerning matters within their jurisdiction. Specifically, Defendant falsely denied making straw purchases, and falsely claimed he would not put his deputies in harm's way by notifying the subjects of an impending search warrant. Defendant also falsely denied receiving any money from Anton after the sale of a Ruger handgun to Anton in January 2019, which he knew was a false statement because Defendant had received \$100 from Anton on or after February 5, 2019 as described above. Defendant knew that it was unlawful to make such false statements.

III

PENALTIES

The crime to which Defendant is pleading carries the following penalties:

- A. a maximum of 5 years in prison;
- B. a maximum fine of \$250,000;
- C. a mandatory special assessment of \$100;
- D. a term of supervised release of up to 3 years. Failure to comply with any condition of supervised release may result in revocation of supervised release, requiring Defendant to

1 serve in prison, upon revocation, all or part of the statutory
maximum term of supervised release;

2 E. forfeiture of all firearms and ammunition involved in the
3 offense.

4 IV

5 **DEFENDANT'S WAIVER OF TRIAL RIGHTS AND UNDERSTANDING OF CONSEQUENCES**

6 This guilty plea waives Defendant's right at trial to:

7 A. Continue to plead not guilty and require the Government to
8 prove the elements of the crime beyond a reasonable doubt;

9 B. A speedy and public trial by jury;

10 C. The assistance of counsel at all stages;

11 D. Confront and cross-examine adverse witnesses;

12 E. Testify and present evidence and to have witnesses testify on
13 behalf of Defendant; and,

14 F. Not testify or have any adverse inferences drawn from the
failure to testify.

15 V

16 **DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE**
17 **PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION**

18 Any information establishing the factual innocence of Defendant
19 known to the undersigned prosecutor in this case has been turned over
20 to Defendant. The United States will continue to provide such
21 information establishing the factual innocence of Defendant.

22 If this case proceeded to trial, the United States would be
23 required to provide impeachment information for its witnesses. In
24 addition, if Defendant raised an affirmative defense, the United States
25 would be required to provide information in its possession that supports
26 such a defense. By pleading guilty Defendant will not be provided this
27 information, if any, and Defendant waives any right to this information.
28 Defendant will not attempt to withdraw the guilty plea or to file a
collateral attack based on the existence of this information.

VI

**DEFENDANT'S REPRESENTATION THAT GUILTY
PLEA IS KNOWING AND VOLUNTARY**

Defendant represents that:

- A. Defendant has had a full opportunity to discuss all the facts and circumstances of this case with defense counsel and has a clear understanding of the charges and the consequences of this plea. By pleading guilty, Defendant may be giving up, and rendered ineligible to receive, valuable government benefits and civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. The conviction in this case may subject Defendant to various collateral consequences, including but not limited to revocation of probation, parole, or supervised release in another case; debarment from government contracting; and suspension or revocation of a professional license, none of which can serve as grounds to withdraw Defendant's guilty plea.
- B. No one has made any promises or offered any rewards in return for this guilty plea, other than those contained in this agreement or otherwise disclosed to the Court.
- C. No one has threatened Defendant or Defendant's family to induce this guilty plea.
- D. Defendant is pleading guilty because Defendant is guilty and for no other reason.

VII

**AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE
SOUTHERN DISTRICT OF CALIFORNIA**

This plea agreement is limited to the United States Attorney's Office for the Southern District of California, and cannot bind any other authorities in any type of matter, although the United States will bring this plea agreement to the attention of other authorities if requested by Defendant.

VIII

APPLICABILITY OF SENTENCING GUIDELINES

The sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a). In imposing the sentence, the sentencing judge must

1 consult the United States Sentencing Guidelines (Guidelines) and take
2 them into account. Defendant has discussed the Guidelines with defense
3 counsel and understands that the Guidelines are only advisory, not
4 mandatory. The Court may impose a sentence more severe or less severe
5 than otherwise applicable under the Guidelines, up to the maximum in
6 the statute of conviction. The sentence cannot be determined until a
7 presentence report is prepared by the U.S. Probation Office and defense
8 counsel and the United States have an opportunity to review and
9 challenge the presentence report. Nothing in this plea agreement limits
10 the United States' duty to provide complete and accurate facts to the
11 district court and the U.S. Probation Office.

12 **IX**

13 **SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE**

14 This plea agreement is made pursuant to Federal Rule of Criminal
15 Procedure 11(c)(1)(B). The sentence is within the sole discretion of the
16 sentencing judge who may impose the maximum sentence provided by statute.
17 It is uncertain at this time what Defendant's sentence will be. The United
18 States has not made and will not make any representation about what
19 sentence Defendant will receive. Any estimate of the probable sentence by
20 defense counsel is not a promise and is not binding on the Court. Any
21 recommendation by the United States at sentencing also is not binding on
22 the Court. If the sentencing judge does not follow any of the parties'
23 sentencing recommendations, Defendant will not withdraw the plea.

X

PARTIES' SENTENCING RECOMMENDATIONS**A. SENTENCING GUIDELINE CALCULATIONS**

Although the Guidelines are only advisory and just one factor the Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly recommend the following Base Offense Level, Specific Offense Characteristics, Adjustments, and Departures:

1. Base Offense Level, § 2K2.1(a)(7)	12
2. Number of firearms (98), § 2K2.1(b)(1)(C)	+6
3. Leadership role, § 3B1.1(c)	+2
4. Abuse of trust, § 3B1.3	+2
5. Obstruction of justice, § 3C1.1	+2 ¹
6. Acceptance of responsibility, §§ 3E1.1(a)/(b)	-3
7. Expeditious resolution, § 5K2.0	-2 ²
8. <u>Combination of circumstances, § 5K2.0</u>	-2 ³

17

B. ACCEPTANCE OF RESPONSIBILITY

Despite paragraph A above, the United States need not recommend an adjustment for Acceptance of Responsibility if Defendant engages in conduct inconsistent with acceptance of responsibility including, but not limited to, the following:

¹ Defendant expressly agrees that the adjustment under USSG § 3C1.1 applies, notwithstanding comment note 5.

² The parties agree to jointly recommend this departure for Defendant's 1) waiver of appeal and 2) expeditious resolution of his case.

³ The parties agree to jointly recommend this departure based upon Defendant's public service career and contributions to public safety, apart from the relevant conduct in this case.

1. Fails to truthfully admit a complete factual basis as stated in the plea at the time the plea is entered, or falsely denies, or makes a statement inconsistent with, the factual basis set forth in this agreement;
2. Falsely denies prior criminal conduct or convictions;
3. Is untruthful with the United States, the Court or probation officer;
4. Breaches this plea agreement in any way; or
5. Transfers or conceals property (or properties) that would otherwise be available for payment of restitution.

C. NO FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING THOSE UNDER 18 U.S.C. § 3553

Defendant may not recommend additional downward adjustments, departures, including Criminal History departures under USSG § 4A1.3, or sentence reductions under 18 U.S.C. § 3553.

D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

The parties have no agreement as to Defendant's Criminal History Category.

E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

The facts in the "factual basis" paragraph of this agreement are true and may be considered as "relevant conduct" under USSG § 1B1.3 and as the nature and circumstances of the offense under 18 U.S.C. § 3553(a)(1).

F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

The parties will jointly recommend that Defendant be sentenced at the low end of the advisory guideline range as calculated by the United States at the time of sentencing.

G. SPECIAL ASSESSMENT/FINE /FORFEITURE

1. Special Assessment

The parties will jointly recommend that defendant pay a special assessment in the amount of \$100.00 per felony count of conviction to be paid forthwith at time of sentencing. Defendant shall pay the special assessment through the office of the Clerk of the District Court

1 by bank or cashier's check or money order made payable to the "Clerk,
2 United States District Court."

3 **2. Fine**

4 The parties will jointly recommend that Defendant pay a fine in
5 the amount of \$8,350.00.

6 **3. Forfeiture**

7 The parties agree that forfeiture shall be governed by the
8 provisions of the attached forfeiture addendum.

9 **H. SUPERVISED RELEASE**

10 If the Court imposes a term of supervised release, Defendant agrees
11 that he will not later seek to reduce or terminate early the term of
12 supervised release until he has served at least 2/3 of his term of
13 supervised release or probation and has fully paid and satisfied any
14 special assessments, fine, criminal forfeiture judgment and restitution
15 judgment imposed by the Court.

16 **XI**

17 **DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK**

18 Defendant waives (gives up) all rights to appeal and to collaterally
19 attack every aspect of the conviction and sentence, including any
20 forfeiture order. The only exceptions are: 1) Defendant may appeal a
21 custodial sentence above the high end of the guideline range recommended
22 by the United States at sentencing (if USSG § 5G1.1(b) applies, the high
23 end of the range will be the statutorily required mandatory minimum
24 sentence); and 2) Defendant may collaterally attack the conviction or
25 sentence on the basis that Defendant received ineffective assistance of
26 counsel. Defendant also explicitly waives any challenge to the
27 constitutionality of the statutes to which Defendant is pleading. If
28

1 Defendant appeals, the United States may support on appeal the sentence
2 or restitution order actually imposed.

3 **XII**

4 **BREACH OF THE PLEA AGREEMENT**

5 Defendant and Defendant's attorney know the terms of this agreement
6 and shall raise, before the sentencing hearing is complete, any claim
7 that the United States has not complied with this agreement. Otherwise,
8 such claims shall be deemed waived (that is, deliberately not raised
9 despite awareness that the claim could be raised), cannot later be made
10 to any court, and if later made to a court, shall constitute a breach
11 of this agreement.

12 Defendant breaches this agreement if Defendant violates or fails
13 to perform any obligation under this agreement. The following are non-
14 exhaustive examples of acts constituting a breach:

- 15 1. Failing to plead guilty pursuant to this agreement;
- 16 2. Failing to fully accept responsibility as established in
- 17 Section X, paragraph B, above;
- 18 3. Failing to appear in court;
- 19 4. Attempting to withdraw the plea;
- 20 5. Failing to abide by any court order related to this case;
- 21 6. Appealing (which occurs if a notice of appeal is filed)
- 22 or collaterally attacking the conviction or sentence in
- 23 violation of Section XI of this plea agreement; or
- 24 7. Engaging in additional criminal conduct from the time of
- 25 arrest until the time of sentencing.

26 If Defendant breaches this plea agreement, Defendant will not be
27 able to enforce any provisions, and the United States will be relieved
28 of all its obligations under this plea agreement. For example, the
United States may proceed to sentencing but recommend a different

1 sentence than what it agreed to recommend above. Or the United States
2 may pursue any charges including those that were dismissed, promised to
3 be dismissed, or not filed as a result of this agreement (Defendant
4 agrees that any statute of limitations relating to such charges is
5 tolled indefinitely as of the date all parties have signed this
6 agreement; Defendant also waives any double jeopardy defense to such
7 charges). In addition, the United States may move to set aside
8 Defendant's guilty plea. Defendant may not withdraw the guilty plea
9 based on the United States' pursuit of remedies for Defendant's breach.

10 Additionally, if Defendant breaches this plea agreement: (i) any
11 statements made by Defendant, under oath, at the guilty plea hearing
12 (before either a Magistrate Judge or a District Judge); (ii) the factual
13 basis statement in Section II.B in this agreement; and (iii) any
14 evidence derived from such statements, are admissible against Defendant
15 in any prosecution of, or any action against, Defendant. This includes
16 the prosecution of the charge that is the subject of this plea agreement
17 or any charge(s) that the United States agreed to dismiss or not file
18 as part of this agreement, but later pursues because of a breach by
19 the Defendant. Additionally, Defendant knowingly, voluntarily, and
20 intelligently waives any argument that the statements and any evidence
21 derived from the statements should be suppressed, cannot be used by the
22 United States, or are inadmissible under the United States Constitution,
23 any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of
24 the Federal Rules of Criminal Procedure, and any other federal rule.

XIII

CONTENTS AND MODIFICATION OF AGREEMENT

This plea agreement embodies the entire agreement between the parties and supersedes any other agreement, written or oral. No modification of this plea agreement shall be effective unless in writing signed by all parties.

XIV

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this agreement, Defendant certifies that Defendant has read it (or that it has been read to Defendant in Defendant's native language). Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

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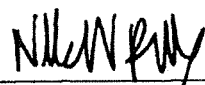
XV

DEFENDANT SATISFIED WITH COUNSEL

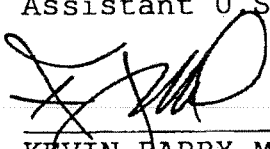
Defendant has consulted with counsel and is satisfied with counsel's representation. This is Defendant's independent opinion, and Defendant's counsel did not advise Defendant about what to say in this regard.

PETER J. MAZZA
Attorney for the United States
Acting Under Authority
Conferred by 28 U.S.C. § 515

9/9/2020
DATED



NICHOLAS W. PILCHAK
ANDREW R. HADEN
Assistant U.S. Attorneys


9/2/2020
DATED


KEVIN BARRY McDERMOTT
Defense Counsel

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE.

9/2/2020
DATED


MORAD MARCO GARMO
Defendant

Approved By:

Emily W. Allen
Assistant U.S. Attorney

FORFEITURE ADDENDUM

UNITED STATES V. MORAD MARCO GARMO


19cr4768-GPC

Defendant's conviction will include forfeiture. This forfeiture addendum is incorporated into and part of Defendant's plea agreement, and the additional terms and warnings below apply.

A. Penalty. In addition to the penalties in the plea agreement, federal law states Defendant must forfeit all firearms and ammunition involved in the offense.

B. Property Subject to Forfeiture. As part of Defendant's guilty plea to Count One of the Indictment, as set forth in section I of the plea agreement, Defendant agrees to forfeit the following firearms and ammunition, which were seized on February 13, 2019:

- (1) 5,360 ROUNDS OF 7.62 MM AMMUNITION (SEIZED AS ITEM #650)
- (2) 25 ROUNDS OF FEDERAL 9MM AMMUNITION (SEIZED AS ITEM #78)
- (3) COBRA ENTERPRISES, INC. / KODIAK INDUSTRIES MODEL CB38 .38 CALIBER DERRINGER, SN: CT045564
- (4) COLT COBRA .38 CALIBER REVOLVER, SN: A80727
- (5) COLT DETECTIVE SPECIAL .38 CALIBER REVOLVER, SN: 21368M
- (6) COLT DETECTIVE SPECIAL .38 CALIBER REVOLVER, SN: M04560
- (7) COLT MAGNUM CARRY .357 CALIBER REVOLVER, SN: SY1396
- (8) COLT SAA .45 CALIBER REVOLVER, SN: 87502SA
- (9) CZ (CESKA ZBROJOVKA) MODEL CZ P-07 9MM PISTOL, SN: C014422

Def. Initials 

- (10) CZ (CESKA ZBROJOVKA) MODEL CZ P-10 C PISTOL,
SN: C381287
- (11) CZ (CESKA ZBROJOVKA) PISTOL, SN: C811552
- (12) GLOCK GMBH MODEL 19 9MM PISTOL, SN: XNH690
- (13) HECKLER AND KOCH MODEL P7 9MM PISTOL, SN: 76548
- (14) Kahr Arms - Auto Ordnance Model CW380 .380 Caliber
Pistol, SN: RK7080
- (15) Kimber Pro Carry II 9mm Pistol, SN: KRF23210
- (16) Kimber Model K6S .357 Caliber Revolver,
SN: RV024450
- (17) Phoenix Arms Co. Model HP22A .22 Caliber Pistol,
SN: 4434886
- (18) Poland Pistol, SN: JS03691
- (19) Ruger Model P944DC .40 Caliber Pistol, SN: 30803379
- (20) Ruger Blackhawk .357 Caliber Revolver, SN: 3871204
- (21) Ruger Model GP100 .357 Caliber Revolver,
SN: 17730080
- (22) Ruger Model SP101 .357 Caliber Revolver,
SN: 57106474
- (23) Ruger Vaquero .40 Caliber, SN: 5749871
- (24) Sig-Sauer Model P220 .45 Caliber Pistol,
SN: 37B000145
- (25) Sig-Sauer Pistol, SN: 66A105681
- (26) Smith & Wesson Model 10 .38 Caliber Revolver,
SN: CEZ9978
- (27) Smith & Wesson Model 12 .38 Caliber Revolver,
SN: D823758

- (28) SMITH & WESSON MODEL 19 .357 CALIBER REVOLVER,
SN: 7K56927
- (29) SMITH & WESSON MODEL 19 .357 CALIBER REVOLVER,
SN: DKU8368
- (30) SMITH & WESSON MODEL 60 .38 CALIBER REVOLVER,
SN: 74736
- (31) SMITH & WESSON MODEL 60 .38 CALIBER REVOLVER,
SN: R160786
- (32) SMITH & WESSON MODEL 617 .22 CALIBER REVOLVER,
SN: DDZ0607
- (33) SMITH & WESSON MODEL 627 .357 CALIBER REVOLVER,
SN: CZP0847
- (34) SMITH & WESSON MODEL 64 .38 CALIBER REVOLVER,
SN: 63514
- (35) SMITH & WESSON MODEL 66 .357 CALIBER REVOLVER,
SN: CEY3933
- (36) SMITH & WESSON MODEL 66 .357 CALIBER REVOLVER,
SN: DJJ5111
- (37) SMITH & WESSON BODYGUARD .38 CALIBER REVOLVER,
SN: CPY7500BG38
- (38) TAURUS MODEL 85 .38 CALIBER REVOLVER, SN: IT42980
- (39) WALTHER PPQ 9MM PISTOL, SN: FCC6047
- (40) WILSON COMBAT MODEL CQB .45 CALIBER PISTOL,
SN: WCT28420
- (41) AERO PRECISION MODEL X15 RIFLE, SN: AR05098
- (42) BRAVO COMPANY MFG INC. MODEL BCM4 RIFLE,
SN: A028574

(43) CENTURY ARMS INTERNATIONAL MODEL AK-63DS 7.62 MM
RIFLE, SN: A136925

(44) CHILDERS GUNS, LLC MODEL CG1 7.62 MM RIFLE,
SN: AM03246

(45) F.N. (FN HERSTAL) SCAR 17S RIFLE, SN: HC37214

(46) IZHMASH (IMEZ) SAIGA 7.62 MM RIFLE, SN: 13419980

(47) M&M INC. (M&M INDUSTRIES) MODEL M10X ELITE 7.62 MM
RIFLE, SN: C01067

(48) MORRISSEY INC. MODEL AAM-47 7.62 MM RIFLE,
SN: AA006714

(49) ROMARM/CUGIR MODEL GP WASR 10/62 7.62 MM RIFLE,
SN: 1971CA0780

(50) ROSSI MODEL 1892 HARTFORD .357 CALIBER RIFLE,
SN: K263436

(51) RUGER MODEL 10/22 .22 CALIBER RIFLE, SN: 82637553

(52) RUGER AMERICAN RIFLE, SN: 690025548

(53) SPRINGFIELD ARMORY, MODEL M1A .308 RIFLE,
SN: 408758

(54) UNKNOWN MANUFACTURER RIFLE, SN: 2781452

(55) WINCHESTER MODEL 94AE .30-30 CALIBER RIFLE,
SN: 5232454

(56) ZASTAVA RIFLE, SN: M92PV062648

(57) MOSSBERG MODEL 500A 12-GAUGE SHOTGUN, SN: R689024

(58) MOSSBERG MODEL 590 12-GAUGE SHOTGUN, SN: T620688

(59) REMINGTON ARMS COMPANY, INC. MODEL 870 EXPRESS
MAGNUM 12-GAUGE SHOTGUN, SN: AB340745M



(60) REMINGTON ARMS COMPANY, INC., MODEL 870 POLICE
MAGNUM 12-GAUGE SHOTGUN, SN: RS95864Y

(61) TWO CZ P10C 9MM MAGAZINES (SEIZED AS ITEM #77)

C. Basis of Forfeiture. Defendant owns all the property in paragraph B and admits such property represents firearms and ammunition involved in the offense and is subject to forfeiture to the United States pursuant to 18 U.S.C. § 924(d) and 28 U.S.C. § 2461(c).

D. Immediate Entry of Preliminary Order of Forfeiture. Defendant consents and agrees to the immediate entry of a preliminary order of forfeiture upon entry of the guilty plea. Defendant agrees that upon entry of the preliminary order of forfeiture, such order shall be final as to Defendant's interests in the properties. Defendant warrants and represents as a material fact that he is the sole owner of all the properties described above and that no other person or entity has any claim or interest in them. Defendant agrees to immediately withdraw any claims in pending administrative or civil forfeiture proceedings to properties seized in connection with this case that are directly or indirectly related to the criminal conduct. Defendant agrees to execute all documents requested by the Government to facilitate or complete the forfeiture process. Defendant further agrees not to contest, or to assist any other person or entity in contesting, the forfeiture of property seized in connection with this case. Contesting or assisting others in contesting the forfeiture shall constitute a material breach of the plea agreement, relieving the Government of all its obligations under the agreement including but not limited to its agreement to recommend an adjustment for Acceptance of Responsibility.

E. Entry of Orders of Forfeiture and Waiver of Notice. Defendant

1 consents and agrees to the entry of orders of forfeiture for such
2 property and waives the requirements of Federal Rules of Criminal
3 Procedure 32.2 and 43(a) regarding notice of the forfeiture in the
4 charging instrument, announcement of the forfeiture at sentencing, and
5 incorporation of the forfeiture in the judgment. Defendant understands
6 that the forfeiture of assets is part of the sentence that may be
7 imposed in this case and waives any failure by the Court to advise
8 defendant of this, pursuant to Rule 11(b)(1)(J), at the time the Court
9 accepts the guilty plea(s).

10 F. Waiver of Constitutional and Statutory Challenges. Defendant
11 further agrees to waive all constitutional and statutory challenges
12 (including direct appeal, habeas corpus, or any other means) to any
13 forfeiture carried out in accordance with this agreement, including any
14 claim that the forfeiture constitutes an excessive fine or punishment
15 under the United States Constitution. Defendant agrees to take all steps
16 as requested by the United States to pass clear title to forfeitable
17 assets to the United States and to testify truthfully in any judicial
18 forfeiture proceeding.

19 G. Agreement Survives Defendant; No Forfeiture Abatement.
20 Defendant agrees that the forfeiture provisions of this plea agreement
21 are intended to, and will, survive defendant, notwithstanding the
22 abatement of any underlying criminal conviction after the execution of
23 this agreement. The forfeitability of any particular property pursuant
24 to this agreement shall be determined as if defendant had survived, and
25 that determination shall be binding upon defendant's heirs, successors
26
27
28

1 and assigns until the agreed forfeiture, including any agreed money
2 judgment amount, is collected in full.

3
4 PETER J. MAZZA
Attorney for the United States
5 Acting Under Authority
Conferred by 28 U.S.C. § 515

6
7 9/9/2020
DATED

NILCHAK
NICHOLAS W. PILCHAK
8 ANDREW R. HADEN
Assistant U.S. Attorneys

9
10 9/2/2020
DATED

[Signature]
KEVIN BARRY McDERMOTT
11 Defense Counsel

12 9/2/2020
13 DATED

[Signature]
14 MOHAD MARCO GARMO
Defendant