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9
10 **UNITED STATES DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 WAIEL YOUSIF ANTON,
15 aka "Will Anton,"
16 aka "Wayne,"

17 Defendant.

Case Nos. 19-cr-4768-GPC
22-cr-1142-GPC

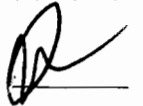
PLEA AGREEMENT

18 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA,
19 through its counsel, Rebecca G. Church, Attorney for the United States
20 Acting Under Authority Conferred by 28 U.S.C. § 515, Nicholas W. Pilchak
21 and Andrew R. Haden, Assistant U.S. Attorneys, and Defendant, WAIEL
22 YOUSIF ANTON, through his counsel, Eugene I. Iredale, as follows:

23 **I**

24 **THE PLEA**

25 Defendant agrees to plead guilty to Count Eight of the Superseding
26 Indictment (ECF 152) in case number 19-cr-4768-GPC, charging Defendant
27 with Attempted Obstruction of Justice, in violation of Title 18, United
28 States Code, Section 1512(b)(3); and to Count Six of the Indictment

Def. Initials 

(ECF 1) in case number 22-cr-1142-GPC, charging Defendant with Attempted Obstruction of Justice, in violation of Title 18, United States Code, Section 1512(c)(2). In addition, Defendant consents to the forfeiture allegations of both the Superseding Indictment and the Indictment and agrees to the forfeiture of all properties seized in connection with both cases.

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

II

NATURE OF THE OFFENSE

A. ELEMENTS EXPLAINED

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

Count 8 (19-cr-4768-GPC) - Violation of 18 U.S.C. § 1512(b)(3)

1. Defendant attempted to corruptly persuade another person;
2. Defendant acted knowingly;
3. Defendant acted with the intent to hinder, delay, or prevent the communication of information to a law enforcement officer of the United States;
4. Such information related to the commission or possible commission of a federal offense; and
5. Defendant did something that was a substantial step toward committing the crime and that strongly corroborated defendant's intent to commit the crime.

Count 6 (22-cr-1142-GPC) - Violation of 18 U.S.C. § 1512(b)(3)

1. Defendant attempted to obstruct, influence or impede an official proceeding; and
2. Defendant acted corruptly.

Acting "corruptly" means acting with consciousness of wrongdoing.

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 January 2017 and February 2019, Defendant provided supposed "consulting" services to the operators of unlicensed marijuana dispensaries, including Individual 6. At no time was Defendant a member of the Sheriff's department.
2. Individual 6 operated a series of unlicensed dispensaries in violation of federal and state law. Individual 6 paid a fee to Defendant in exchange for Defendant's consulting services. During this period, Defendant provided Individual 6 with information about planned searches of Individual 6's dispensaries by the SDSO, which information Defendant received from then-Sheriff's Captain M. Marco Garmo, and conveyed to Individual 6 at Garmo's direction.
3. Defendant also provided "consulting" services to individuals seeking permits to carry a concealed weapon (CCW's) from the Sheriff's Department. In particular, Defendant assisted his clients with obtaining CCW application appointments with the Sheriff's licensing office months earlier than those available to the general public. On about January 31, 2019, Anton made an unlawful \$100 cash payment to the principal Licensing clerk assisting him with obtaining early appointments for his clients.
4. On February 5, 2019, Defendant agreed to assist with the CCW application of an undercover ATF agent (UCA), whom Garmo had referred to Anton after Garmo sold the UCA several firearms at Honey Badger Firearms, a Federal Firearms Licensee. In exchange for \$1,000 in cash, Anton called the Sheriff's Licensing clerk to whom he had made the unlawful cash payment and secured a CCW appointment roughly eight months earlier than those routinely available to the general public.

5. When Anton's residence was searched by federal agents on February 13, 2019, Anton placed an unsolicited call to the UCA in which he repeatedly urged the UCA to falsely deny paying any money to Anton if he were interviewed by law enforcement. Anton also urged the UCA to falsely claim that he and Anton were friends and business associates.
6. On March 4, 2021, while on federal pretrial release in case number 19-cr-4768-GPC, Anton arranged a meeting with Individual 6 in a parking lot. Anton showed Individual 6 a page of Anton's criminal discovery, in violation of Anton's protective order, and provided Individual 6 with information about potential witnesses against Individual 6, including suggestions on who to stay away from because they may be cooperating with law enforcement. In exchange for this information, Defendant collected \$5,000 in cash from Individual 6.
7. Defendant expressly agrees that the firearms and ammunition listed in the attached forfeiture addendum were involved in a violation of a criminal law of the United States for purpose of forfeiture.

III

PENALTIES

The crimes to which Defendant is pleading each carry the following penalties:

- A. a maximum of 20 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 serve in prison, upon revocation, all or part of the statutory maximum term of supervised release; and
- E. forfeiture of all firearms and ammunition involved in the offense.

IV

DEFENDANT'S WAIVER OF TRIAL RIGHTS AND UNDERSTANDING OF CONSEQUENCES

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

- 1 A. Continue to plead not guilty and require the Government to
2 prove the elements of the crime beyond a reasonable doubt;
3 B. A speedy and public trial by jury;
4 C. The assistance of counsel at all stages;
5 D. Confront and cross-examine adverse witnesses;
6 E. Testify and present evidence and to have witnesses testify on
7 behalf of Defendant; and,
8 F. Not testify or have any adverse inferences drawn from the
9 failure to testify.

10 **V**

11 **DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE**
12 **PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION**

13 Any information establishing the factual innocence of Defendant
14 known to the undersigned prosecutor in this case has been turned over
15 to Defendant. The United States will continue to provide such
16 information establishing the factual innocence of Defendant.

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

25 **VI**

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

28 Defendant represents that:

- 29 A. Defendant has had a full opportunity to discuss all the facts
30 and circumstances of this case with defense counsel and has
31 a clear understanding of the charges and the consequences of
32 this plea. By pleading guilty, Defendant may be giving up,
33 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 consult the United States Sentencing Guidelines (Guidelines) and take them into account. Defendant has discussed the Guidelines with defense counsel and understands that the Guidelines are only advisory, not mandatory. The Court may impose a sentence more severe or less severe than otherwise applicable under the Guidelines, up to the maximum in

1 the statute of conviction. The sentence cannot be determined until a
 2 presentence report is prepared by the U.S. Probation Office and defense
 3 counsel and the United States have an opportunity to review and
 4 challenge the presentence report. **Defendant agrees to request that a**
 5 **presentence report be prepared.** Nothing in this plea agreement limits
 6 the United States' duty to provide complete and accurate facts to the
 7 district court and the U.S. Probation Office.

IX

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

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

X

PARTIES' SENTENCING RECOMMENDATIONS

A. SENTENCING GUIDELINE CALCULATIONS

23 Although the Guidelines are only advisory and just one factor the
 24 Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence,
 25 the parties will jointly recommend the following Base Offense Level,
 26 Specific Offense Characteristics, Adjustments, and Departures as to
 27 sentencing in each of the charged cases:

Count 8 - 19-cr-4768-GPC

- | | | |
|----|--|----|
| 1. | Base Offense Level, § 2J1.2 | 14 |
| 2. | <u>Acceptance of responsibility, §§ 3E1.1(a)/(b)</u> | -2 |
| | | 12 |

Count 6 - 22-cr-1142-GPC

- | | | |
|----|--|----|
| 1. | Base Offense Level, § 2J1.2 | 14 |
| 2. | Commission of offense on pretrial release, § 3C1.3 | +3 |
| 3. | <u>Acceptance of responsibility, §§ 3E1.1(a)/(b)</u> | -3 |
| | | 14 |

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. 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.

1 **D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY**

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

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

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

7 **F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY**

8 The parties will jointly recommend that Defendant be sentenced to
9 a year and a day in custody on each count of conviction in each
10 separately charged case, to run concurrently with each other. The total
11 recommendation of a year and a day in custody is based upon
12 consideration of all the factors enumerated in 18 U.S.C. § 3553(a).

13 **G. SPECIAL ASSESSMENT/FINE /FORFEITURE**

14 **1. Special Assessment**

15 The parties will jointly recommend that defendant pay a special
16 assessment in the amount of \$100.00 per felony count of conviction to
17 be paid forthwith at time of sentencing, for a total of \$200.00.
18 Defendant shall pay the special assessment through the office of the
19 Clerk of the District Court by bank or cashier's check or money order
20 made payable to the "Clerk, United States District Court."

21 **2. Fine**

22 The parties will jointly recommend that Defendant pay a fine in
23 the amount of \$56,215.00. The parties agree to jointly recommend that
24 Defendant pay the fine, in part, through application of funds seized
25 and retained by the United States. The parties further agree to the
26 terms of the attached financial addendum.

1 that the United States has not complied with this agreement. Otherwise,
2 such claims shall be deemed waived (that is, deliberately not raised
3 despite awareness that the claim could be raised), cannot later be made
4 to any court, and if later made to a court, shall constitute a breach
5 of this agreement.

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

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

18 If Defendant breaches this plea agreement, Defendant will not be
19 able to enforce any provisions, and the United States will be relieved
20 of all its obligations under this plea agreement. For example, the
21 United States may proceed to sentencing but recommend a different
22 sentence than what it agreed to recommend above. Or the United States
23 may pursue any charges including those that were dismissed, promised to
24 be dismissed, or not filed as a result of this agreement (Defendant
25 agrees that any statute of limitations relating to such charges is
26 tolled indefinitely as of the date all parties have signed this
27 agreement; Defendant also waives any double jeopardy defense to such
28

1 charges). In addition, the United States may move to set aside
2 Defendant's guilty plea. Defendant may not withdraw the guilty plea
3 based on the United States' pursuit of remedies for Defendant's breach.

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

19 **XIII**

20 **CONTENTS AND MODIFICATION OF AGREEMENT**

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

XIV

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

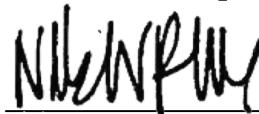
By signing this agreement, Defendant certifies that Defendant has read it (or that it has been read to Defendant in Defendant's native language). Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

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.

REBECCA G. CHURCH
Attorney for the United States
Acting Under Authority
Conferred by 28 U.S.C. § 515



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

July 14, 2022

DATED

14 July 2022

DATED

EUGENE I. IREDALE
Defense Counsel

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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.

July 14, 2022

DATED

WAIEL YOUSIF ANTON
Defendant

Approved By:

Aaron Arnzen

Aaron P. Arnzen
Assistant U.S. Attorney



United States v. WAIEL YOUSIF ANTON

Case Nos. 19-cr-4768-GPC, 22-cr-1142-GPC

FINANCIAL ADDENDUM

1. Defendant's conviction will include financial penalties such as a forfeiture and fine. This Financial Addendum is incorporated into and part of Defendant's plea agreement, and the additional terms and warnings below apply.

A. Forfeiture

i. In addition to the penalties outlined in the plea agreement, federal law states Defendant must forfeit to the United States all firearms and ammunition involved in the offense. Defendant also agrees to the forfeiture of all properties seized in connection with this case, and agrees and understands that this additional forfeiture is not mandatory but is part of his plea agreement.

ii. As part of Defendant's guilty plea to Count 8 of the Superseding Indictment in case number 19-cr-4768-GPC and Count 6 of the Indictment in case number 22-cr-1142-GPC, 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:

a. A Beretta 9mm handgun with serial number A000555X;

b. A Century Arms RAS47 7.62x39mm rifle with serial number RAS47058200;

c. A Smith & Wesson M&P Shield 9mm handgun with serial number HTM0972;

d. A Smith & Wesson 637 .38 caliber revolver with serial number CJA0175; and

e. A Stag Arms Stag-15 .223 caliber rifle with serial number 55483.

1 iii. Defendant owns all the property in paragraph ii. and
2 admits such property represents firearms and ammunition involved in
3 criminal offenses and is subject to forfeiture to the United States
4 pursuant to 18 U.S.C. § 924(d) and 28 U.S.C. § 2461(c).

5 iv. Defendant consents and agrees to the immediate entry of
6 a preliminary order of forfeiture upon entry of the guilty plea.
7 Defendant agrees that upon entry of the order of forfeiture, such order
8 shall be final as to Defendant. Defendant agrees to immediately withdraw
9 any claims in pending administrative or civil forfeiture proceedings to
10 properties seized in connection with this case that are directly or
11 indirectly related to the criminal conduct. Defendant agrees that upon
12 signing this Financial Addendum, he is withdrawing both upon his own
13 behalf and on behalf of his business, all claims filed in any and all
14 administrative forfeiture proceedings. Defendant agrees to execute all
15 documents requested by the Government to facilitate or complete the
16 forfeiture process, including but not limited to a Notice of Abandonment
17 and Assent to Forfeiture of Prohibited or Seized Merchandise form.
18 Defendant further agrees not to contest, or to assist any other person
19 or entity in contesting, the forfeiture of property seized in connection
20 with this case. Contesting or assisting others in contesting the
21 forfeiture shall constitute a material breach of the plea agreement,
22 relieving the Government of all its obligations under the agreement
23 including but not limited to its agreement to recommend an adjustment
24 for Acceptance of Responsibility.

25 v. Defendant consents and agrees to the entry of orders of
26 forfeiture for all forfeitable property and waives the requirements of
27 Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of
28

1 the forfeiture in the charging instrument, announcement of the
2 forfeiture at sentencing, and incorporation of the forfeiture in the
3 judgment. Defendant understands that the forfeiture of assets is part
4 of the sentence that must be imposed in this case and waives any failure
5 by the Court to advise defendant of this, pursuant to Rule 11(b)(1)(J),
6 at the time the Court accepts the guilty plea(s).

7 vi. Defendant agrees to take all steps as requested by the
8 United States to pass clear title to forfeitable assets to the United
9 States and to testify truthfully in any judicial forfeiture proceeding.

10 vii. Defendant agrees that the forfeiture provisions of this
11 plea agreement are intended to, and will, survive defendant, notwith-
12 standing the abatement of any underlying criminal conviction after the
13 execution of this agreement. The forfeitability of any particular prop-
14 erty pursuant to this agreement shall be determined as if defendant had
15 survived, and that determination shall be binding upon defendant's
16 heirs, successors and assigns until the agreed forfeiture is collected
17 in full.

18 **B. FINE.**

19 i. The parties will jointly recommend a fine of \$56,215.00.
20 The parties agree that notwithstanding any Court imposed schedule for
21 payment of a fine, the total amount of the fine shall be due immediately
22 and shall be deemed to be payable forthwith. Any payment schedule for
23 a fine imposed by the Court establishes only a minimum obligation.
24 Regardless of Defendant's compliance, any payment schedule does not
25 foreclose the United States from exercising all legal actions, remedies,
26 and process available to collect the fine, including but not limited to
27 remedies pursuant to 18 U.S.C. § 3613.

1 ii. Defendant expressly agrees that \$15,000.00 in currency
2 seized by the ATF and FBI on February 13, 2019, currently held by the
3 United States, shall be paid over to the Clerk of Court for application
4 to the fine imposed.

5 2. The United States may run credit and other financial reports on
6 Defendant using public and non-public databases and share such infor-
7 mation with the Court and the U.S. Probation Office. Defendant also
8 authorizes the Internal Revenue Service to transmit to the United States
9 Attorney's Office copies of Defendant's tax returns until the fine is
10 paid in full and forfeiture proceedings are completed, and Defendant
11 will promptly execute any documents necessary to carry out this author-
12 ization.

13 3. Not later than 30 days after execution of the plea agreement,
14 Defendant shall complete and provide to the United States, under penalty
15 of perjury, a financial disclosure form listing all Defendant's current
16 and projected assets and financial interests valued at more than \$1,000.
17 These include all assets and financial interests in which Defendant has
18 an interest (or had an interest prior to April 15, 2020), direct or
19 indirect, whether held in Defendant's name or in the name of another,
20 in any property, real or personal, including marital and community
21 property. Defendant shall also identify all assets valued at more than
22 \$1,000 which have been transferred to any third party since April 15,
23 2020, including the location of the assets, the identity of the third
24 party or parties, and the amount of consideration received by the De-
25 fendant for the transferred assets. Defendant will provide complete,
26 updated financial information promptly upon request.

1 4. From the date this plea agreement is executed until the fine is
2 paid in full and forfeiture proceedings are completed, Defendant shall
3 notify the Asset Recovery Section, United States Attorney's Office, of
4 (i) any interest in property worth more than \$1,000 that Defendant
5 obtains, directly or indirectly, and (ii) at least 30 days before De-
6 fendant transfers any interest in property owned directly or indirectly
7 by Defendant worth over \$1,000. This obligation covers any interest in
8 property obtained under any other name or entity, including a trust,
9 partnership or corporation. The parties will jointly recommend that
10 this requirement also be imposed as a condition of supervised release.

11 5. Defendant shall immediately notify the Asset Recovery Section of
12 the United States Attorney's Office of any material change in Defend-
13 ant's financial condition.

14 6. Defendant will make a good faith to pay all the fine ordered by
15 the Court. Regardless of Defendant's compliance with any payment sched-
16 ule established by the Court, any payment schedule does not limit the
17 United States' ability to collect additional amounts from Defendant
18 through all available collection remedies at any time. Defendant waives
19 all demands for payment of the restitution and fine. Defendant agrees
20 to the entry of the fine into the Treasury Offset Program ("TOP") and
21 waives all notices of TOP and offsets, and waives all rights to contest
22 TOP offsets.


23 7. The fine shall be paid through the Office of the Clerk of the
24 District Court by bank or cashier's check or money order referencing
25 the criminal case number and made payable to the "Clerk, United States
26 District Court."

27 //


28

1 Defendant understands that the main plea agreement and this
2 financial addendum embody the entire plea agreement between the parties
3 and supersedes any other agreement, written or oral.


4
5 July 14, 2022
6 Date

7 
8 **WAEEL YOUSIF ANTON**
9 Defendant

10 14 July 2022
11 Date

12 
13 **EUGENE I. IREDALE**
14 Defense Counsel

15 July 14, 2022
16 Date

17 
18 **REBECCA G. CHURCH**
19 Attorney for the United States
20 Acting Under Authority
21 Conferred by 28 U.S.C. § 515
22 **NICHOLAS W. PILCHAK**
23 **ANDREW R. HADEN**
24 Assistant U.S. Attorneys

Consent and Agreement to Forfeiture

Defendant Waiel Yousif Anton and the United States, by and through its counsel, Rebecca G. Church, 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, do hereby agree to the following:

1. In consideration of the terms of the plea agreement entered into between Defendant Anton and the United States in Criminal Case Nos. 19-cr-4768-GPC and 22-cr-1142-GPC, Amanda Anton (“Ms. Anton”), Defendant’s wife, agrees and consents to the forfeiture of all property seized in connection with the criminal case against Defendant Anton, including, but not limited to,

- a. A Beretta 9mm handgun with serial number A000555X;
- b. A Century Arms RAS47 7.62x39mm rifle with serial number RAS47058200;
- c. A Smith & Wesson M&P Shield 9mm handgun with serial number HTM0972;
- d. A Smith & Wesson 637 .38 caliber revolver with serial number CJA0175; and
- e. A Stag Arms Stag-15 .223 caliber rifle with serial number 55483.

2. Ms. Anton acknowledges that the properties described in paragraph 1 above are subject to forfeiture in criminal case nos. 19-cr-4768-GPC and 22-cr-1142-GPC pursuant to 18 U.S.C. § 924(d) and 28 U.S.C. § 2461(c). Ms. Anton knows that her husband has consented and agreed to the forfeiture of all properties seized in connection with his case pursuant to his plea agreement in the criminal case under the terms set forth in that agreement.

3. Ms. Anton acknowledges that she has been informed of her right to legal representation of her own choosing to represent her and that she enters into this agreement upon the advice of her own counsel.

1 4. Ms. Anton consents to the forfeiture of all the properties seized in
2 connection with her husband's criminal cases as described above, and agrees they are
3 subject to forfeiture to the United States pursuant to 18 U.S.C. § 924(d) and 28 U.S.C.
4 § 2461(c). Ms. Anton further agrees to not contest the civil or administrative forfeiture
5 proceedings relating to the properties and agrees by signing this document that her
6 claim(s) and petition(s) filed in administrative forfeiture proceedings are hereby
7 withdrawn. Ms. Anton waives notice of all forfeiture proceedings with respect to the
8 properties and waives any and all defenses to such proceedings that may be asserted,
9 including, but not limited to, "innocent owner," "community property," and
10 constitutional defenses, and agrees that forfeiture decisions may be entered against the
11 forfeited properties in administrative and/or civil forfeiture proceedings.

12 5. The person or persons who made the arrest or the prosecutor shall not be
13 liable to suit or judgment on account of such seizures in accordance with Title 28,
14 United States Code, Section 2465.

15 6. Ms. Anton, her agents or assigns, shall hold and save harmless the United
16 States of America, its agents and employees, from any and all claims which might
17 result from the forfeiture of the properties described above.

18 //

19 //

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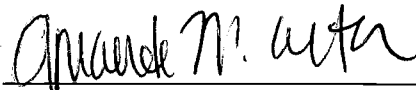
28 //

1 7. This agreement constitutes the entire agreement of the parties and relates
2 solely to the matters described in this agreement.

3 DATED: July 14, 2022.



Nicholas W. Pilchak
Assistant U.S. Attorney



Amanda Anton
(Spouse of Defendant Waiel Anton)



Eugene Iredale
Counsel for Spouse