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8
9 IN THE UNITED STATES DISTRICT COURT
10 EASTERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,
12
13 Plaintiff,
14
15 v.
16 GARY STEPHEN MAYNARD,
Defendant.

CASE NO. 2:21-CR-0224 ~~DAD~~
~~DJC~~
PLEA AGREEMENT

DATE: JANUARY 31, 2023
TIME: 9:30 A.M.
COURT: ~~Hon. DALE A. DROZD~~
Hon. Daniel J. Calabretta

17 I. INTRODUCTION

18 A. Scope of Agreement.

19 The indictment in this case charges the defendant with violation(s) of Title 18, United States
20 Code, Section 844(f)(1)—Arson to Federal Property—(four counts); and Title 18, United States Code,
21 Section 1855—Timber Set Afire—(one count). This document contains the complete plea agreement
22 between the United States Attorney's Office for the Eastern District of California (the "government")
23 and the defendant regarding this case. This plea agreement is limited to the United States Attorney's
24 Office for the Eastern District of California and cannot bind any other federal, state, or local
25 prosecuting, administrative, or regulatory authorities.

26 B. Court Not a Party.

27 The Court is not a party to this plea agreement. Sentencing is a matter solely within the
28

1 discretion of the Court, and the Court may take into consideration any and all facts and circumstances
2 concerning the criminal activities of defendant, including activities which may not have been charged in
3 the indictment. The Court is under no obligation to accept any recommendations made by the
4 government, and the Court may in its discretion impose any sentence it deems appropriate up to and
5 including the statutory maximum stated in this plea agreement.

6 If the Court should impose any sentence up to the maximum established by the statute, the
7 defendant cannot, for that reason alone, withdraw his guilty plea, and he will remain bound to fulfill all
8 of the obligations under this plea agreement. The defendant understands that neither the prosecutor,
9 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence he will
10 receive.

11 II. DEFENDANT'S OBLIGATIONS

12 A. Guilty Plea.

13 The defendant will plead guilty to Counts One, Two, and Three, each charging Arson to Federal
14 Property in violation of Title 18, United States Code, Section 844(f)(1). The defendant agrees that he is
15 in fact guilty of these charges and that the facts set forth in the Factual Basis for Plea attached hereto as
16 Exhibit A are accurate.

17 The defendant agrees that this plea agreement will be filed with the Court and become a part of
18 the record of the case. The defendant understands and agrees that he will not be allowed to withdraw his
19 plea(s) should the Court not follow the government's sentencing recommendations.

20 The defendant agrees that the statements made by him in signing this Agreement, including the
21 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by
22 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a
23 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f)
24 and Fed. R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this
25 Agreement generally.

26 B. Restitution.

27 The Mandatory Victim Restitution Act requires the Court to order restitution to the victims of
28 certain offenses.

1 Defendant agrees to pay restitution pursuant to 18 U.S.C. § 3663A(c)(1)(A)(ii) and § 3663(a)(3)
2 to the United States in an amount of up to \$500,000.

3 Defendant agrees that all criminal monetary penalties imposed by the court, including restitution,
4 will be due in full immediately at time of sentencing and subject to immediate enforcement by the
5 government. Defendant agrees that any payment schedule or plan set by the court is merely a minimum
6 and does not foreclose the United States from collecting all criminal monetary penalties at any time
7 through all available means.

8 Defendant further agrees that he will not seek to discharge any restitution obligation or any part
9 of such obligation in any bankruptcy proceeding.

10 Defendant shall not sell, encumber, transfer, convey, or otherwise dispose of any of his assets
11 without prior written consent of the United States Attorney, except that the defendant may sell, transfer
12 or convey personal property (including used vehicles and personal items, but not financial instruments,
13 ownership interests in business entities or real property) with an aggregate value of less than \$5,000.

14 Payment of restitution shall be by cashier's or certified check made payable to the Clerk of the
15 Court.

16 **C. Fine.**

17 The defendant reserves the right to argue to Probation and at sentencing that he is unable to pay a
18 fine, and that no fine should be imposed. The defendant understands that it is his burden to affirmatively
19 prove that he is unable to pay a fine, and agrees to provide a financial statement under penalty of perjury
20 to the Probation Officer and the government in advance of the issuance of the draft Presentence
21 Investigation Report, along with supporting documentation. The government retains the right to oppose
22 the waiver of a fine. If the Court imposes a fine, the defendant agrees to pay such fine if and as ordered
23 by the Court, up to the statutory maximum fine for the defendant's offenses.

24 **D. Special Assessment.**

25 The defendant agrees to pay a special assessment of \$300 at the time of sentencing by delivering
26 a check or money order payable to the United States District Court to the United States Probation Office
27 immediately before the sentencing hearing. If the defendant is unable to pay the special assessment at
28 the time of sentencing, he agrees to earn the money to pay the assessment, if necessary by participating

1 in the Inmate Financial Responsibility Program.

2 **E. Violation of Plea Agreement by Defendant/Withdrawal of Plea(s).**

3 If the defendant violates this plea agreement in any way, withdraws his plea, or tries to withdraw
4 his plea, this plea agreement is voidable at the option of the government. If the government elects to
5 void the agreement based on the defendant's violation, the government will no longer be bound by its
6 representations to the defendant concerning the limits on criminal prosecution and sentencing as set
7 forth herein. A defendant violates the plea agreement by committing any crime or providing or
8 procuring any statement or testimony which is knowingly false, misleading, or materially incomplete in
9 any litigation or sentencing process in this case, or engages in any post-plea conduct constituting
10 obstruction of justice. Varying from stipulated Guidelines application or agreements regarding
11 arguments as to 18 United States Code section 3553, as set forth in this agreement, personally or through
12 counsel, also constitutes a violation of the plea agreement. The government also shall have the right (1)
13 to prosecute the defendant on any of the counts to which he pleaded guilty; (2) to reinstate any counts
14 that may be dismissed pursuant to this plea agreement; and (3) to file any new charges that would
15 otherwise be barred by this plea agreement. The defendant shall thereafter be subject to prosecution for
16 any federal criminal violation of which the government has knowledge. The decision to pursue any or
17 all of these options is solely in the discretion of the United States Attorney's Office.

18 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
19 defenses that the defendant might have to the government's decision. Any prosecutions that are not
20 time-barred by the applicable statute of limitations as of the date of this plea agreement may be
21 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of
22 limitations between the signing of this plea agreement and the commencement of any such prosecutions.
23 The defendant agrees not to raise any objections based on the passage of time with respect to such
24 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy
25 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as
26 of the date of this plea agreement. The determination of whether the defendant has violated the plea
27 agreement will be under a probable cause standard.

28 In addition, (1) all statements made by the defendant to the government or other designated law

1 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
 2 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or
 3 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no
 4 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
 5 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by
 6 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.
 7 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

8 **F. Asset Disclosure.**

9 The defendant agrees to make a full and complete disclosure of his assets and financial
 10 condition, and will complete the United States Attorney's Office's "Authorization to Release
 11 Information" and "Financial Disclosure Statement" within three (3) weeks from the entry of the
 12 defendant's change of plea, including supporting documentation. The defendant also agrees to have the
 13 Court enter an order to that effect. The defendant understands that if he fails to complete truthfully and
 14 provide the described documentation to the United States Attorney's Office within the allotted time, he
 15 will be considered in violation of the agreement, and the government shall be entitled to the remedies set
 16 forth in section II.E above.

17 Defendant expressly authorizes the United States to immediately obtain a credit report to
 18 evaluate defendant's ability to satisfy any monetary penalty imposed by the court. Defendant also
 19 authorizes the U.S. Attorney's Office to inspect and copy all financial documents and information held
 20 by the U.S. Probation Office.

21 **III. THE GOVERNMENT'S OBLIGATIONS**

22 **A. Dismissals/Other Charges.**

23 The government agrees to move, at the time of sentencing, to dismiss without prejudice the
 24 remaining counts in the pending indictment. The government also agrees not to reinstate any dismissed
 25 count except if this agreement is voided as set forth herein, or as provided in paragraphs II.E (Violation
 26 of Plea Agreement by Defendant/Withdrawal of Plea(s)), VI.B (Estimated Guideline Calculation), and
 27 VII.B (Waiver of Appeal and Collateral Attack) herein.
 28

1 **B. Recommendations.**

2 1. Incarceration Range.

3 The government will recommend that the defendant be sentenced within the applicable
4 guideline range (including the application of the mandatory statutory minimum term) as determined by
5 the Court.

6 2. Acceptance of Responsibility.

7 The government will recommend a two-level reduction (if the offense level is less than
8 16) or a three-level reduction (if the offense level reaches 16) in the computation of his offense level if
9 the defendant clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G. §
10 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation of
11 the pre-sentence report, being truthful and candid with the probation officer, and not otherwise engaging
12 in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either in the
13 preparation of the pre-sentence report or during the sentencing proceeding.

14 **C. Use of Information for Sentencing.**

15 The government is free to provide full and accurate information to the Court and Probation,
16 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate
17 statements or arguments by the defendant, his attorney, Probation, or the Court. The defendant also
18 understands and agrees that nothing in this Plea Agreement bars the government from defending on
19 appeal or collateral review any sentence that the Court may impose.

20 **IV. ELEMENTS OF THE OFFENSE**

21 At a trial, the government would have to prove beyond a reasonable doubt the following
22 elements of the offense(s) to which the defendant is pleading guilty, Arson to Federal Property in
23 violation of 18 U.S.C. § 844(f):

- 24 1. The defendant damaged or destroyed property, or attempted to damage or destroy
25 property;
26 2. The defendant did so by means of fire;
27 3. The property was, in whole or in part, owned by or possessed by any department
28 or agency of the United States; and

1 4. The defendant acted maliciously, that is, intentionally without any just cause or
2 excuse.

3 The defendant fully understands the nature and elements of the crimes charged in the indictment
4 to which he is pleading guilty, together with the possible defenses thereto, and has discussed them with
5 his attorney.

6 **V. MAXIMUM SENTENCE**

7 **A. Maximum Penalty.**

8 The maximum sentence that the Court can impose as to each count is 20 years of incarceration, a
9 fine of \$250,000, a 3 year period of supervised release and a special assessment of \$100. The
10 mandatory minimum sentence the court can impose for a violation of 18 U.S.C. § 844(f) is 5 years of
11 incarceration. By signing this plea agreement, the defendant also agrees that the Court can order the
12 payment of restitution for the full loss caused by the defendant's wrongful conduct. The defendant
13 agrees that the restitution order is not restricted to the amounts alleged in the specific count(s) to which
14 he is pleading guilty. The defendant further agrees, as noted above, that he will not attempt to discharge
15 in any present or future bankruptcy proceeding any restitution imposed by the Court.

16 **B. Violations of Supervised Release.**

17 The defendant understands that if he violates a condition of supervised release at any time during
18 the term of supervised release, the Court may revoke the term of supervised release and require the
19 defendant to serve up to two additional years imprisonment.

20 **VI. SENTENCING DETERMINATION**

21 **A. Statutory Authority.**

22 The defendant understands that the Court must consult the Federal Sentencing Guidelines and
23 must take them into account when determining a final sentence. The defendant understands that the
24 Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the
25 Sentencing Guidelines and must take them into account when determining a final sentence. The
26 defendant further understands that the Court will consider whether there is a basis for departure from the
27 guideline sentencing range (either above or below the guideline sentencing range) because there exists
28 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into

consideration by the Sentencing Commission in formulating the Guidelines. The defendant further understands that the Court, after consultation and consideration of the Sentencing Guidelines, must impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

B. Stipulations Affecting Guideline Calculation:

The government and the defendant agree that there is no material dispute as to the following sentencing guidelines variables and therefore stipulate to the following: (except 4C1.1) *sk*

1. Base Offense Level: 24

USSG § 2K1.4 – The parties stipulate that the offense created a substantial risk of death or serious bodily injury to any person other than a participant in the offense. Here, the offense created that risk for firefighters and first responders in the area, and the other people in the area of the fires. These risks were created knowingly—the defendant was aware that he was in areas of significant fire danger and/or closed areas and, based on his web search history and general awareness of the conditions in the areas, knew that he was starting new fires behind the fire lines or in the vicinity of other people.

2. Grouping Calculation: +3

USSG §§ 3D1.2, 3D1.3 3D1.4—The defendant's offenses occurred on separate days and in separate locations. The parties agree that based on the specific facts of these offenses, each count of conviction constitutes a separate group. Each group has the same base offense level. As a result, the number of units is 3, which increases the offense level by 3 levels. See also USSG § 3D1.2, App. N. 6, example (9).

3. Adjusted Offense Level: 27

4. Acceptance of Responsibility: See paragraph III.B.2 above

5. Criminal History: The parties estimate, but do not stipulate, that the defendant's criminal history category will be I.

6. Sentencing Range: $24/I = 60-63$ months, after the application of the statutory mandatory minimum.

(The defendant understands that if the criminal history category differs from the parties' estimate or if he fails to accept full responsibility, his Guidelines sentencing range may differ from that set forth here.):

7. Departures or Other Enhancements or Reductions:

The parties agree that they will not seek or argue in support of any other specific offense characteristics, Chapter Three adjustments (other than the decrease for "Acceptance of Responsibility"), or cross-references, except that the government may move for a departure or an adjustment based on post-plea obstruction of justice (§3C1.1). Both parties agree not to move for, or argue in support of, any departure from the Sentencing Guidelines, or any deviance or variance from the Sentencing Guidelines

1 under United States v. Booker, 543 U.S. 220, 125 S.Ct. 738 (2005).

2 The defendant also agrees that the application of the United States Sentencing Guidelines to his
3 case results in a reasonable sentence and that the defendant will not request that the Court apply the
4 sentencing factors under 18 U.S.C. § 3553 to arrive at a different sentence than that called for under the
5 Sentencing Guidelines' advisory guideline range as determined by the Court. The defendant
6 acknowledges that if the defendant requests or suggests in any manner a different sentence than what is
7 called for under the advisory guideline range as determined by the Court, that will be considered a
8 violation of the plea agreement. The government's remedies and remaining obligations in this
9 agreement shall be as outlined in paragraph II.E, above.

10 VII. WAIVERS

11 A. Waiver of Constitutional Rights.

12 The defendant understands that by pleading guilty he is waiving the following constitutional
13 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to
14 be assisted at trial by an attorney, who would be appointed if necessary; (d) to pursue any affirmative
15 defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of
16 conviction, and other pretrial motions that have been filed or could be filed; (e) to subpoena witnesses to
17 testify on his behalf; (f) to confront and cross-examine witnesses against him; and (g) not to be
18 compelled to incriminate himself.

19 B. Waiver of Appeal and Collateral Attack.

20 The defendant understands that the law gives the defendant a right to appeal his guilty plea,
21 conviction, and sentence. The defendant agrees as part of his plea, however, to give up the right to
22 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not
23 exceed the statutory maximums for the offenses to which he is pleading guilty. The defendant
24 understands that this waiver includes, but is not limited to, any and all constitutional and/or legal
25 challenges to the defendant's conviction and guilty plea, including arguments that the statutes to which
26 defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts
27 attached to this agreement is insufficient to support the defendant's plea of guilty. The defendant
28 specifically gives up the right to appeal any order of restitution the Court may impose.

1 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if
 2 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the
 3 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant
 4 understands that these circumstances occur infrequently and that in almost all cases this Agreement
 5 constitutes a complete waiver of all appellate rights.

6 In addition, regardless of the sentence the defendant receives, the defendant also gives up any
 7 right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any
 8 aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

9 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever
 10 attempts to vacate his plea, dismiss the underlying charges, or modify or set aside his sentence on any of
 11 the counts to which he is pleading guilty, the government shall have the rights set forth in Section II.E
 12 herein.

13 **C. Waiver of Attorneys' Fees and Costs.**

14 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
 15 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
 16 investigation and prosecution of all charges in the above-captioned matter and of any related allegations
 17 (including without limitation any charges to be dismissed pursuant to this plea agreement and any
 18 charges previously dismissed).

19 **D. Impact of Plea on Defendant's Immigration Status.**

20 Defendant recognizes that pleading guilty may have consequences with respect to his
 21 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes
 22 are removable offenses, including offense(s) to which the defendant is pleading guilty. The defendant
 23 and his counsel have discussed the fact that the charge to which the defendant is pleading guilty is an
 24 aggravated felony, or a crime that is likely to be determined to be an aggravated felony under 8 USC §
 25 1101(a)(43), and that while there may be arguments that defendant can raise in immigration proceedings
 26 to avoid or delay removal, it is virtually certain that defendant will be removed. Removal and other
 27 immigration consequences are the subject of a separate proceeding, however, and defendant understands
 28 that no one, including his attorney or the district court, can predict to a certainty the effect of his

conviction on his immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his plea may entail, even if the consequence is his automatic removal from the United States.

VIII. ENTIRE PLEA AGREEMENT

Other than this plea agreement, no agreement, understanding, promise, or condition between the government and the defendant exists, nor will such agreement, understanding, promise, or condition exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and counsel for the United States.

IX. APPROVALS AND SIGNATURES

A. Defense Counsel.

I have read this plea agreement and have discussed it fully with my client. The plea agreement accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to plead guilty as set forth in this plea agreement.


Dated: 01/24/2024


~~HANNAH LABAREE~~ CHRISTINA SINHA
 Attorney for Defendant

B. Defendant:

I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my case. No other promises or inducements have been made to me, other than those contained in this plea agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement. Finally, I am satisfied with the representation of my attorney in this case.

Dated: 01/24/2024


 GARY STEPHEN MAYNARD
 Defendant

1 **C. Attorney for United States:**

2 I accept and agree to this plea agreement on behalf of the government.

3 Dated:

PHILLIP A. TALBERT
United States Attorney


4
5  for
6 MICHAEL D. ANDERSON
Assistant United States Attorney

EXHIBIT "A"

Factual Basis for Plea(s)

In July and August 2021, the defendant, Gary Maynard intentionally started several fires in National Forests within the Eastern District of California.

Count 1 – Cascade Fire

On July 20, 2021, at approximately 9:45 a.m., a mountain biker reported finding a fire approximately 75 yards from an unnamed dirt road on federal lands in the Shasta-Trinity National Forest. A properly qualified fire investigator responded and conducted a cause and origin investigation. He excluded all possible causes except arson.

Approximately 150-200 yards from the fire, the investigator encountered a person who was later determined to be Maynard on the ground underneath his black Kia Soul. Maynard mumbled something about being a professor. At the investigator's request Maynard stood up and indicated that he did not know anything about any fires. Maynard was agitated during this encounter and asked for a tow to get his vehicle unstuck. When the investigator declined, Maynard turned away and began trying to dig out his vehicle.

Another bystander reported to investigators that he had seen Maynard walk away from the Kia Soul for about ten minutes. After Maynard returned, he saw smoke from the direction of the Cascade Fire. Investigators later found two small attempts to start a fire that had burned themselves out on either side of the road in the location of Maynard's vehicle.

Count 2 – Everitt Fire

On July 21, 2021, at approximately 2:50 a.m. a U.S. Forest Service fire engine crew traveling along the Everitt Memorial Highway spotted the glow of a fire burning nearby alongside Forest Service Road 40N88 in the Shasta-Trinity National Forest. The fire was at least 50 feet wide by the time it was found.

A properly qualified fire investigator determined that the cause of the fire was arson. Investigating agents measured the tire impressions left at the scene. They appeared to match the tire impressions left by Maynard's Kia Soul at the scene of the Cascade Fire.

Historical cell site data showed that Maynard camped overnight on July 20th-21st in the Shasta-Trinity National Forest. The Everitt Fire occurred on the only road leading out from the area where Maynard camped—Everitt Memorial Highway. Cell data showed that Maynard travelled south on Everitt Memorial Highway in the vicinity where the fire was set because cell data shows he was approximately 30 miles south at 2:36 a.m. This is consistent with him having set the fire because of the size of the fire when discovered and the speed that the fire would be expected to spread at night.

Count 3 – Ranch Fire

After the July fires, investigators used a variety of investigative techniques to track Maynard's whereabouts. At least one additional fire (the Moon fire) appeared to have been started in Maynard's path of travel in an area that was closed to the public due to the Dixie fire. Eventually, using surveillance and a vehicle tracker, investigators tracked Maynard as he returned to the Lassen National

1 Forest. Maynard then camped in a relatively isolated and heavily forested location that was concealed
 2 from traffic and within the emergency closure area for the Dixie Fire. This location was covered in
 3 thick smoke from the Dixie fire. Maynard stayed at this location for 28 hours until approximately 10:39
 a.m. on August 7, 2021.

4 Shortly after Maynard left that location and began driving, a Forest Service Special Agent hiked
 5 into the area on federal lands where Maynard's vehicle had been. As he approached, the agent observed
 6 a large column of grey and black smoke rising from the forest. He ran back to his vehicle and reported
 the fire to dispatch. By the time the fire was suppressed it covered approximately ½ acre to 1 acre.

7 A properly qualified fire investigator conducted the cause and origin investigation. He
 8 eliminated all other potential causes and determined that the probable cause of the fire was arson with an
 unknown fire setting device. Near the area of origin there were tire impressions that matched Maynard's
 vehicle.

9 *Conard Fire, Vehicle Search, Arrest*

10 Also on August 7, 2021, Maynard traveled to another location in the Lassen National Forest
 11 where he set another arson-fire. Later that day, when Maynard attempted to drive back toward the
 12 locations of the fires, he was detained and arrested. During a subsequent interview, Maynard lied about
 his location the previous night, contradicting information from a vehicle tracker that agents had
 surreptitiously installed on his vehicle pursuant to a federal search warrant.

13 A search of Maynard's vehicle recovered a number of devices, such as lighters, that could be
 14 used to set a fire. A properly qualified expert who inspected Maynard's vehicle confirmed that
 Maynard's vehicle did not have mechanical issues that might have started a fire.

15 Agents also recovered digital devices. Those devices were later searched. Among the many
 16 hours of audio and video recordings on the devices, agents found numerous recordings of Maynard
 17 discussing arson, making threatening statements about arson, stating that he was going to commit arson,
 and, based on Maynard's statements and the sound of matches being struck, appearing to attempt to
 18 commit arson. The devices also contained records of Maynard's web searches showing he was
 monitoring the ongoing Dixie fire, locations of area closures, and areas of fire spread and suppression
 efforts.

19 Each of Maynard's fires damaged or destroyed foliage and timber that was property owned by
 20 the United States. Maynard started each fire on purpose without any just cause or excuse.

21
 22 I, Gary Maynard, have carefully reviewed this factual basis for plea with my attorney and adopt
 it as my own true statement regarding my conduct.

23
 24 Dated: 01/24/2024

25 
 GARY STEPHEN MAYNARD
 Defendant