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FILED IN THE U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

JUN 24 2026

SEAN F. McAVOY, CLERK  
SPOKANE, WASHINGTON

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

v.

PATRICK ALAN BUCKNUM

Defendant.

Case No.: 2:26-cr-00062-TOR

Plea Agreement

Plaintiff United States of America, by and through Jeremy J. Kelley, Assistant United States Attorney for the Eastern District of Washington, and Defendant Patrick Alan Bucknum ("Defendant"), both individually and by and through Defendant's counsel, Keith M. Woodwell and Jake Taylor, agree to the following Plea Agreement.

1. Waiver of Indictment

Defendant, having been advised of the right to be charged by Indictment, agrees to waive that right and enter a plea of guilty to the charges brought by the United States in an Information.

2. Guilty Plea and Maximum Statutory Penalties

Defendant agrees to enter a plea of guilty to the single Count in the Information, which charges Defendant with Wire Fraud, in violation of 18 U.S.C. § 1343, a Class C felony.

Defendant understands that the following potential penalties apply:

- a. a term of imprisonment of up to twenty years;
- b. a term of supervised release of up to three years;
- c. a fine of up to \$250,000; and
- d. restitution.

3. Supervised Release

Defendant understands that if Defendant violates any condition of Defendant's supervised release, the Court may revoke Defendant's term of supervised release, and require Defendant to serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on postrelease supervision, up to the following terms:

- a. 5 years in prison if the offense that resulted in the term of Supervised Release is a class A felony,
- b. 3 years in prison if the offense that resulted in the term of Supervised Release is a class B felony, and/or
- c. 2 years in prison if the offense that resulted in the term of Supervised Release is a class C felony.

Accordingly, Defendant understands that if Defendant commits one or more violations of supervised release, Defendant could serve a total term of incarceration greater than the maximum sentence authorized by statute for Defendant's offense or offenses of conviction.

1           4.     The Court is Not a Party to this Plea Agreement

2           The Court is not a party to this Plea Agreement and may accept or reject it.  
3 Defendant acknowledges that no promises of any type have been made to Defendant  
4 with respect to the sentence the Court will impose in this matter.

5           Defendant understands the following:

- 6           a.     sentencing is a matter solely within the discretion of the Court;  
7           b.     the Court is under no obligation to accept any recommendations  
8                 made by the United States or Defendant;  
9           c.     the Court will obtain an independent report and sentencing  
10                recommendation from the United States Probation Office;  
11           d.     the Court may exercise its discretion to impose any sentence it  
12                deems appropriate, up to the statutory maximum penalties;  
13           e.     the Court is required to consider the applicable range set forth in  
14                the United States Sentencing Guidelines, but may depart upward  
15                or downward under certain circumstances; and  
16           f.     the Court may reject recommendations made by the United  
17                States or Defendant, and that will not be a basis for Defendant to  
18                withdraw from this Plea Agreement or Defendant's guilty plea.

19           5.     Potential Immigration Consequences of Guilty Plea

20           If Defendant is not a citizen of the United States, Defendant understands the  
21 following:

- 22           a.     pleading guilty in this case may have immigration consequences;  
23           b.     a broad range of federal crimes may result in Defendant's  
24                removal from the United States, including the offense to which  
25                Defendant is pleading guilty;  
26           c.     removal from the United States and other immigration  
27                consequences are the subject of separate proceedings; and  
28

- 1 d. no one, including Defendant's attorney or the Court, can predict  
2 with absolute certainty the effect of a federal conviction on  
3 Defendant's immigration status.

4 Defendant affirms that Defendant is knowingly, intelligently, and voluntarily  
5 pleading guilty as set forth in this Plea Agreement, regardless of any immigration  
6 consequences that Defendant's guilty plea may entail.

7 6. Waiver of Constitutional Rights

8 Defendant understands that by entering this guilty plea, Defendant is  
9 knowingly and voluntarily waiving certain constitutional rights, including the  
10 following:

- 11 a. the right to a jury trial;  
12 b. the right to see, hear and question the witnesses;  
13 c. the right to remain silent at trial;  
14 d. the right to testify at trial; and  
15 e. the right to compel witnesses to testify.

16 While Defendant is waiving certain constitutional rights, Defendant  
17 understands that Defendant retains the right to be assisted by an attorney through the  
18 sentencing proceedings in this case and any direct appeal of Defendant's conviction  
19 and sentence, and that an attorney will be appointed at no cost if Defendant cannot  
20 afford to hire an attorney.

21 Defendant understands and agrees that any defense motions currently pending  
22 before the Court are mooted by this Plea Agreement, and Defendant expressly  
23 waives Defendant's right to bring any additional pretrial motions.

24 7. Admissibility of Facts and Prior Statements

25 By signing this Plea Agreement, Defendant admits the truth of the facts set  
26 forth in the Factual Basis section of this Plea Agreement and agrees that these facts,  
27 along with any written or oral statements Defendant makes in court, shall be deemed  
28 usable and admissible against Defendant in any subsequent legal proceeding,

1 including criminal trials and/or sentencing hearings, under Federal Rule of Evidence  
2 801(d)(2)(A).

3 Defendant acknowledges, admits, and agrees that by signing this Plea  
4 Agreement, Defendant is expressly modifying and waiving Defendant's rights under  
5 Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 with  
6 regard to any facts Defendant admits and/or any statements Defendant makes in  
7 court.

8 8. Elements of the Offense

9 The United States and Defendant agree that in order to convict Defendant of  
10 Wire Fraud, in violation of 18 U.S.C. § 1343, the United States would have to prove  
11 the following beyond a reasonable doubt.

12 9. *First*, on or about August 16, 2024, within the Eastern District of  
13 Washington and elsewhere, Defendant knowingly participated in a scheme  
14 or plan to defraud for purposes of obtaining money or property by false or  
15 fraudulent pretenses, representations or promises;

16 10. *Second*, the statements made as part of the scheme were material; that is,  
17 they had a natural tendency to influence, or were capable of influencing, a  
18 person to part with money or property;

19 11. *Third*, Defendant acted with the intent to defraud, that is, the intent to  
20 deceive and cheat; and

21 12. *Fourth*, Defendant used, or caused to be used, an interstate wire  
22 communication to carry out or attempt to carry out an essential part of the  
23 scheme.

24 13. Factual Basis and Statement of Facts

25 The United States and Defendant stipulate and agree to the following: the facts  
26 set forth below are accurate; the United States could prove these facts beyond a  
27 reasonable doubt at trial; and these facts constitute an adequate factual basis for  
28 Defendant's guilty plea.

1 The United States and Defendant agree that this statement of facts does not  
2 preclude either party from presenting and arguing, for sentencing purposes,  
3 additional facts that are relevant to the Sentencing Guidelines computation or  
4 sentencing.

5 At all times relevant to this Information, Defendant was a resident of  
6 Wenatchee or East Wenatchee, Washington, in the Eastern District of Washington.

7 Community Clinic Network (“CCN”) is a company located in Wenatchee,  
8 Washington, in the Eastern District of Washington. CCN was formed in 2010 to  
9 manage health care payment contracts for a conglomerate of health care clinics  
10 spread across Washington. CCN was formed to improve quality and achieve cost-  
11 savings in the care the health clinics provided. CCN would enter contracts with  
12 Medicaid Managed Care Organizations (MCOs) that shifted risk to CCN if costs  
13 were above a baseline cost, but CCN would receive money for cost savings. All costs  
14 of a given member, including clinic and hospital care were part of the risk pool.

15 Some owner clinics took distributions of shared savings from CCN, but  
16 generally left large balances in the control and custody of CCN. The funds were  
17 often viewed as rainy-day funds for most of the clinics. The funds were saved to  
18 protect from future volatility from losses that could be incurred by taking risk. The  
19 reserves were also needed for future growth of the organization and investment in  
20 other opportunities. There were also potential incentives for owner clinics to leave  
21 funds with CCN. For instance, the owner companies were able to count the funds  
22 as contingent receivables that were not listed on their balance sheets. CCN was also  
23 able to invest the funds on behalf of the owner companies.

24 From 2010 through 2016, Defendant managed CCN’s finances and operations  
25 while maintaining full-time employment as the Chief Executive Officer of Columbia  
26 Valley Community Health (CVCH). In 2017, Defendant left CVCH for full-time  
27 employment at CCN. In 2017, Defendant was employed as the Chief Executive  
28 Officer for CCN in Wenatchee, Washington, and also functioned as the Chief



1 Financial Officer and Chief Operations Officer. Defendant continued as the Chief  
2 Financial Officer and Chief Operations Officer for CCN until his departure in 2024.

3 As one of the signers on accounts, Defendant had control of CCN's finances  
4 and could write checks and initiate wire transfers from CCN's financial accounts.  
5 CCN's board members regularly reviewed CCN's financial statements but entrusted  
6 management of CCN's financial activities primarily to Defendant. Despite regular  
7 board meetings and annual external review of financial statements, Defendant held  
8 a position of trust that allowed him relatively unfettered access to the tens of millions  
9 of funds stored with CCN.

10 Beginning in or about April 2017, Defendant devised a scheme and artifice to  
11 obtain money from CCN's main checking account under false and fraudulent  
12 pretenses, representations, and promises. Without the knowledge of or authorization  
13 from the CCN Board, Defendant began to embezzle funds from the CCN account to  
14 his personal E\*TRADE account, and then use the funds for trading stocks, options,  
15 and exchanged-traded funds ("ETFs"). Defendant intended to make a profit on the  
16 trading, return the embezzled funds to CCN's account, and keep the difference.  
17 Defendant would also use some of the CCN funds in his E\*TRADE account for  
18 personal benefit. Distributions out of the checking account were covered up by  
19 making real transfers or by manipulating financial records to show transfers to and  
20 from CCN's Insured Cash Sweep ("ICS") account.<sup>1</sup>

21 However, Defendant had no prior experience trading stocks, options, or ETFs.  
22 Social media influenced Defendant's trading strategy, which was generally bearish  
23 and highly leveraged. Due to Defendant's poor trades, his losses of CCN funds  
24 quickly mounted, which resulted in Defendant embezzling more funds from CCN in  
25

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26 <sup>1</sup> An ICS is a product offered by some financial institutions in which the institution  
27 will place deposits received from customers into interest-bearing accounts at other  
28 FDIC-insured banks in amounts below \$250,000 to ensure full FDIC coverage  
while maintaining liquidity. CCN used the ICS account as a savings account to  
earn interest on extra funds, typically .02% interest.

1 an attempt to recover the losses.

2 In total, between 2017 and 2023, Defendant embezzled approximately  
3 \$30,390,686.52 from CCN's accounts to facilitate his scheme to engage in trading.  
4 During that same period, Defendant also transferred approximately \$7,358,300.06  
5 back into CCN accounts, resulting in a net loss of approximately \$23,032,386.46 to  
6 CCN from funds embezzled to Defendant's E\*TRADE account.

7 From 2017 through 2023, to facilitate the scheme and artifice to defraud,  
8 Defendant took money from CCN's accounts in random increments and placed it in  
9 his personal E\*TRADE account. Defendant's first two transfers from CCN's ICS  
10 account to his E\*TRADE were Automated Clearing House ("ACH") transfers via  
11 interstate electronic wires for \$10,000 and \$100,000.

12 Defendant also funded his E\*TRADE account through checks drawn from  
13 CCN's primary checking account with US Bank. Defendant would void the checks  
14 in CCN's accounting systems and electronically alter bank statements as needed to  
15 conceal his theft of CCN funds. Defendant then transferred money, through the use  
16 of interstate wires, from CCN's ICS account to CCN's U.S. Bank checking account  
17 to ensure the checking account's balance remained constant and conceal his  
18 embezzlement. Defendant was aware that the CCN board was more likely to review  
19 the balance of the checking account than the ICS account.

20 By 2019, Defendant viewed the trading losses as insurmountable. Defendant  
21 met with an attorney at that time but ultimately decided not to come forward then.  
22 In March 2023, Defendant transferred \$5,000,000 in CCN funds through a check  
23 deposited into his E\*TRADE account as a final attempt to recover the lost trading  
24 funds. The attempt was ultimately unsuccessful.

25 On October 7, 2024, Defendant, through his legal counsel, voluntarily  
26 terminated his employment and relationship with CCN. In his resignation,  
27 Defendant admitted embezzling and losing approximately \$20,000,000 of CCN's  
28 money.



1 In addition to embezzling funds for use in speculative trading, Defendant's  
2 scheme also involved embezzling CCN funds for other personal uses. On or about  
3 November 4, 2021, Defendant embezzled CCN funds through the use of interstate  
4 wires to purchase a 2021 Tesla Model 3, VIN 5YJ3E1EC6MF099342, for  
5 \$77,925.51 from Tesla, Inc. These funds were spent from Defendant's E\*TRADE  
6 account and are traceable to embezzled CCN funds.

7 On or about June 11, 2024, Defendant embezzled CCN funds to purchase a  
8 Cobalt 220 boat serial number FGE22170J405 and cobalt boat trailer serial number  
9 4FBBS222851013349 for \$33,004.59 from Valley Marine through check number  
10 2219 written from CCN's U.S. Bank checking account.

11 On or about June 23, 2024, Defendant embezzled CCN funds to purchase a  
12 2024 Chevrolet Silverado EV, VIN No. 1GC40ZEL0RU300510, from Jet Chevrolet  
13 for \$103,800.75 through check number 2234 written from CCN's U.S. Bank  
14 checking account.<sup>2</sup> Defendant subsequently changed the check entry in CCN's  
15 accounting system to falsely and fraudulently show the check was issued for "CDW  
16 Server Upgrades."

17 On or about August 16, 2024, Defendant embezzled \$1,199,210.57 from CCN  
18 through the use of interstate wires to purchase gold coins. Defendant later sold the  
19 gold coins for a slight profit and on February 20, 2025, used \$1,287,838.16 in  
20 proceeds from selling the gold to purchase four-hundred 1 oz American Gold Eagle  
21 Coins of random years, seventy 1 oz Platinum Coins, and sixty-six 2024 1 oz  
22 American Silver Eagle coins.

23 In total, accounting for all Defendant's transfers to Defendant's E\*TRADE  
24 account, transfers back to CCN accounts, and use of CCN funds for personal  
25 expenses as set forth above, Defendant caused a loss to CCN of \$24,368,427.37.

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<sup>2</sup> Defendant made a separate additional \$5,000 downpayment on the vehicle.

1           14.   The United States' Agreements

2           The United States Attorney's Office for the Eastern District of Washington  
3 agrees not to bring additional charges against Defendant based on information in its  
4 possession at the time of this Plea Agreement that arise from conduct that is either  
5 charged in the Information or identified in discovery produced in this case, unless  
6 Defendant breaches this Plea Agreement before sentencing.

7           15.   United States Sentencing Guidelines Calculations

8           Defendant understands and acknowledges that the United States Sentencing  
9 Guidelines ("U.S.S.G." or "Guidelines") apply and that the Court will determine  
10 Defendant's advisory range at the time of sentencing, pursuant to the Guidelines.  
11 The United States and Defendant agree to the following Guidelines calculations.

12               a.   Base Offense Level

13           The United States and the Defendant agree that the base offense level for Wire  
14 Fraud is 7. U.S.S.G. §2B1.1(a)(1).

15               b.   Special Offense Characteristics and adjustments

16           The United States and the Defendant agree that Defendant's base offense level  
17 is increased by 20 levels because Defendant caused loss more than \$9,500,000, but  
18 less than \$25,000,000. U.S.S.G. §2B1.1(b)(1)(K).

19           The United States and Defendant agree that Defendant's base offense level is  
20 increased by 2 levels because Defendant used a position of trust in a manner that  
21 significantly facilitated the commission and concealment of the offense. U.S.S.G.  
22 §3B1.3.

23           The United States and Defendant have no agreement whether any other  
24 specific offense characteristics or adjustments are applicable. The United States and  
25 Defendant may argue for or against any additional specific offense characteristics or  
26 adjustments identified in the Pre-Sentence Investigation Report.

27               c.   Acceptance of Responsibility

28           The United States will recommend that Defendant receive a downward

1 adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1(a), (b), if  
2 Defendant does the following:

- 3 i. accepts this Plea Agreement;
- 4 ii. enters a guilty plea at the first Court hearing that takes  
5 place after the United States offers this Plea Agreement;
- 6 iii. demonstrates recognition and affirmative acceptance of  
7 Defendant's personal responsibility for Defendant's  
8 criminal conduct;
- 9 iv. provides complete and accurate information during the  
10 sentencing process; and
- 11 v. does not commit any obstructive conduct.

12 The United States and Defendant agree that at its option and on written notice  
13 to Defendant, the United States may elect not to recommend a reduction for  
14 acceptance of responsibility if, prior to the imposition of sentence, Defendant is  
15 charged with, or convicted of, any criminal offense, or if Defendant tests positive  
16 for any controlled substance.

17 d. Agreements Regarding Representations to the Court

18 The United States has a duty of candor to the tribunal. If the United States  
19 and Defendant do not agree on the appropriate length of incarceration, the  
20 appropriate length or applicable terms of supervised release, and/or the correct  
21 guidelines calculations, variances, departures, and/or enhancements, the United  
22 States reserves the right to respond to any and all arguments made by Defendant, on  
23 any bases the United States deems appropriate, at all stages of this criminal case.

24 Defendant may make any arguments it deems appropriate, at all stages of this  
25 criminal case.

26 With regard to all briefing, submissions, and hearings in this criminal case,  
27 the United States and Defendant agree to the following provisions:  
28

- i. The United States and Defendant may each respond to any questions from the Court or United States Probation Office;
- ii. The United States and Defendant may each supplement the facts under consideration by the Court by providing information the United States or Defendant deems relevant;
- iii. The United States and Defendant may each present and argue any additional facts that the United States or Defendant believe are relevant to the Sentencing Guidelines computation or sentencing;
- iv. The United States and Defendant may each present and argue information that may already be known to the Court, including information contained in the Presentence Investigation Report;
- v. The United States and Defendant may each respond to any arguments presented by the other;
- vi. In order to support the United States' sentencing recommendation as set forth herein, the United States may oppose and argue against any defense argument or any recommendation for any sentence lower than the sentence recommended by the United States on any basis, including arguments for a lower offense level, a lower criminal history calculation, the application or non-application of any sentencing enhancement or departure, and/or any variance from the Guidelines range as calculated by the Court;

vii. In order to support the defense sentencing recommendation as set forth herein, Defendant may oppose and argue against any argument by the United States, or any recommendation for any sentence higher than the sentence recommended by the defense on any basis, including arguments for a higher offense level, a higher criminal history calculation, the application or non-application of any sentencing enhancement or departure, and/or any variance from the Guidelines range as calculated by the Court;

viii. The United States may make any sentencing arguments the United States deems appropriate so long as they are consistent with this Plea Agreement, including arguments arising from Defendant's uncharged conduct, conduct set forth in charges that will be dismissed pursuant to this Plea Agreement, and Defendant's relevant conduct; and

ix. Defendant may make any sentencing arguments consistent with this Plea Agreement Defendant deems appropriate.

e. No Other Agreements

The United States and Defendant have no other agreements regarding the Guidelines or the application of any Guidelines enhancements, departures, or variances.

f. Criminal History

The United States and Defendant have no agreement and make no representations about Defendant's criminal history category, which will be determined by the Court after the United States Probation Office prepares and discloses a Presentence Investigative Report.

16. Incarceration

1 At the time of Defendant's original sentencing in the District Court, the United  
2 States agrees to make a sentencing recommendation to the Court that is consistent  
3 with this Plea Agreement. The United States' agreement to make such a  
4 recommendation is limited exclusively to the time of Defendant's original  
5 sentencing in the District Court. The United States' agreement to make such a  
6 recommendation does not prohibit or limit in any way the United States' ability to  
7 argue for or against any future sentencing modification that takes place after  
8 Defendant's original sentencing in the District Court, whether that modification  
9 consists of an amendment to the Guidelines, a change to a statutory minimum or  
10 maximum sentence, any form of compassionate release, any violation of Supervised  
11 Release, or any other modification that is known or unknown to the parties at the  
12 time of Defendant's original criminal sentencing. In this Plea Agreement, the United  
13 States makes no promises or representations about what positions the United States  
14 will take or recommendations the United States will make in any proceeding that  
15 occurs after Defendant's original sentencing in the District Court.

16 The United States agrees to recommend a sentence of no more than the low  
17 end of the Guidelines, as calculated by the United States.

18 Defendant may recommend any legal sentence.

19 17. Supervised Release

20 The United States and Defendant each agree to recommend three (3) years of  
21 supervised release. Defendant agrees that the Court's decision regarding the  
22 conditions of Defendant's Supervised Release is final and non-appealable; that is,  
23 even if Defendant is unhappy with the conditions of Supervised Release ordered by  
24 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty plea,  
25 withdraw from this Plea Agreement, or appeal Defendant's conviction, sentence, or  
26 any term of Supervised Release.



1 The United States and Defendant agree to recommend that in addition to the  
2 standard conditions of supervised release imposed in all cases in this District, the  
3 Court should also impose the following conditions:

- 4 a. The United States Probation Officer may conduct, upon  
5 reasonable suspicion, and with or without notice, a search of  
6 Defendant's person, residences, offices, vehicles, belongings,  
7 and areas under Defendant's exclusive or joint control.
- 8 b. Defendant must not open, possess, use, or otherwise have access  
9 to any checking account, ATM card, or credit card, without the  
10 advance approval of the supervising officer.
- 11 c. Defendant must provide the supervising officer with access to any  
12 requested financial information and authorize the release of any  
13 financial information. The probation office may share financial  
14 information with the U.S. Attorney's Office. Defendant must  
15 disclose all assets and liabilities to the supervising officer.  
16 Defendant must not transfer, sell, give away, or otherwise convey  
17 any asset, without the advance approval of the supervising officer.
- 18 d. Defendant must not incur any new debt, open additional lines of  
19 credit, or enter into any financial contracts, without the advance  
20 approval of the supervising officer

21 18. Criminal Fine

22 The United States and Defendant may make any recommendation concerning  
23 the imposition of a criminal fine. Defendant acknowledges that the Court's decision  
24 regarding a fine is final and non-appealable; that is, even if Defendant is unhappy  
25 with a fine ordered by the Court, that will not be a basis for Defendant to withdraw  
26 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal Defendant's  
27 conviction, sentence, or fine.  
28

1           19.   Mandatory Special Penalty Assessment

2           Defendant agrees to pay the \$100 mandatory special penalty assessment to the  
3 Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C. § 3013.

4           20.   Restitution

5           The United States and Defendant agree that restitution is appropriate and  
6 mandatory, without regard to Defendant's economic situation, to identifiable victims  
7 who have suffered physical injury or pecuniary loss, pursuant to 18 U.S.C. §§ 3663,  
8 3663A, 3664.

9           Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay  
10 restitution for all losses caused by Defendant's individual conduct, in exchange for  
11 the United States not bringing additional potential charges, regardless of whether  
12 counts associated with such losses will be dismissed as part of this Plea Agreement.  
13 With respect to restitution, the United States and Defendant agree to the following:

14               a.   Restitution Amount and Interest

15           The United States and Defendant stipulate and agree that the Court should  
16 order restitution in an amount of \$24,368,427.37, and that interest on this restitution  
17 amount, if any, should be waived.

18               b.   Payments

19           To the extent restitution is ordered, the United States and Defendant agree that  
20 the Court will set a restitution payment schedule based on Defendant's financial  
21 circumstances. 18 U.S.C. § 3664(f)(2), (3)(A). Regardless, Defendant agrees to pay  
22 not less than 10% of Defendant's net monthly income towards restitution.

23               c.   Treasury Offset Program and Collection

24           Defendant understands the Treasury Offset Program ("TOP") collects  
25 delinquent debts owed to federal agencies.

26           If applicable, the TOP may take part or all of Defendant's federal tax refund,  
27 federal retirement benefits, or other federal benefits and apply these monies to  
28 Defendant's restitution obligations. 26 U.S.C. § 6402(d); 31 U.S.C. § 3720A; 31

1 U.S.C. § 3716.

2 Defendant understands that the United States may, notwithstanding the Court-  
3 imposed payment schedule, pursue other avenues to ensure the restitution obligation  
4 is satisfied, including, but not limited to, garnishment of available funds, wages, or  
5 assets. 18 U.S.C. §§ 3572, 3613, and 3664(m).

6 Nothing in this acknowledgment shall be construed to limit Defendant's  
7 ability to assert any specifically identified exemptions as provided by law, except as  
8 set forth in this Plea Agreement.

9 Until Defendant's fine and restitution obligations are paid in full, Defendant  
10 agrees fully to disclose all assets in which Defendant has any interest or over which  
11 Defendant exercises control, directly or indirectly, including those held by a spouse,  
12 nominee or third party.

13 Until Defendant's fine and restitution obligations are paid in full, Defendant  
14 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's  
15 Office to access records to verify the financial information.

16 d. Obligations, Authorizations, and Notifications

17 Defendant agrees to truthfully complete the Financial Disclosure Statement  
18 that will be provided by the earlier of 30 days from Defendant's signature on this  
19 plea agreement or the date of Defendant's entry of a guilty plea, sign it under penalty  
20 of perjury, and provide it to both the United States Attorney's Office and the United  
21 States Probation Office. Defendant acknowledges and understands that Defendant's  
22 failure to timely and accurately complete and sign the Financial Disclosure  
23 Statement, and any update thereto, may, in addition to any other penalty or remedy,  
24 constitute Defendant's failure to accept responsibility under U.S.S.G §3E1.1.

25 Defendant expressly authorizes the United States Attorney's Office to obtain  
26 a credit report on Defendant upon the signing of this Plea Agreement. Until  
27 Defendant's fine and restitution orders are paid in full, Defendant agrees to provide  
28

1 waivers, consents or releases requested by the United States Attorney's Office to  
2 access records to verify the financial information.

3 Defendant agrees to notify the Financial Litigation Unit of the United States  
4 Attorney's Office before Defendant transfers any interest in property with a value  
5 exceeding \$1,000 owned directly or indirectly, individually or jointly, by Defendant,  
6 including any interest held or owned under any name, including trusts, partnerships  
7 and corporations. Further, pursuant to 18 U.S.C. § 3664(k), Defendant shall notify  
8 the court and the United States Attorney's Office within a reasonable period of time,  
9 but no later than within 10 days, of any material change in Defendant's economic  
10 circumstances that might affect defendant's ability to pay restitution, including, but  
11 not limited to, new or changed employment, increases in income, inheritances,  
12 monetary gifts or any other acquisition of assets or money.

13 Until Defendant's fine and restitution orders are paid in full, Defendant agrees  
14 to disclose all assets in which Defendant has any interest or over which Defendant  
15 exercises control, directly or indirectly, including those held by a spouse, nominee  
16 or third party.

17 Pursuant to 18 U.S.C. § 3612(b)(F), Defendant understands and agrees that  
18 until Defendant's fine and restitution orders are paid in full, Defendant must notify  
19 the United States Attorney's Office of any change in the mailing address or residence  
20 address within 30 days of the change.

21 21. Judicial Forfeiture:

22 The parties agree forfeiture applies. *See* 18 U.S.C. § 981(a)(1)(C) and 28  
23 U.S.C. § 2461(c). With respect to forfeiture, the parties agree to the following:

24 (a) Forfeitable Property:

25 Defendant stipulates and agrees to forfeit all right, title, and interest, to the  
26 United States, in all property, real or personal, which constitutes or is derived from  
27 proceeds traceable to offenses in violation of 18 U.S.C. § 1343, and any property  
28 traceable to such property, including, but not limited to, the following listed assets:

1 BANK ACCOUNTS

- 2 - Any and all funds held in Chase Bank Account ending in 3395

3 VEHICLES/CONVEYANCES

- 4 - a 2024 Chevrolet Silverado EV, VIN No. 1GC40ZEL0RU300510;  
5 - a 2021 Tesla Model 3, VIN 5YJ3E1EC6MF099342; and,  
6 - a Cobalt 220 boat serial number FGE22170J405 and cobalt boat trailer  
7 serial number 4FBBS222851013349.

8 COINS

- 9 - four-hundred 1 oz American Gold Eagle Coins of random years;  
10 - seventy 1 oz Platinum Coins; and,  
11 - sixty-six 2024 1 oz American Silver Eagle coins

12 MONEY JUDGMENT

13 The United States shall seek a forfeiture money judgment in this matter and  
14 will not seek to forfeit specific property, except as set forth in this Plea Agreement  
15 or authorized by law. The United States will not seek to forfeit proceeds in an  
16 amount exceeding what Defendant actually obtained as a result of the crime. *See*  
17 *Honeycutt v. U.S.*, 137 S. Ct. 1626 (2017).

18 (b) Money Judgment

19 Defendant agrees to forfeit to the United States all right, title, and interest in  
20 the following property: a \$24,368,427.37 money judgment, which represents the  
21 amount of proceeds Defendant obtained as a result of his illegal conduct.

22 The United States agrees to apply net funds received from the sale of  
23 forfeited personal property, listed in paragraph 21(a) to the money judgment.

24 (c) Substitute Property

25 Defendant understands the United States may seek for Defendant to forfeit  
26 substitute property in satisfaction of the money judgment if the United States can  
27 establish the following regarding the above-described property (*i.e.*, the money  
28 judgment): a) it cannot be located upon the exercise of due diligence; b) it has been

1 transferred or sold to, or deposited with, a third party; c) it has been placed beyond  
2 the Court's jurisdiction; d) it has substantially diminished in value; e) it has been  
3 commingled with other property and cannot be divided without difficulty. *See* 18  
4 U.S.C. § 982(b)(1); 21 U.S.C. § 853(p). The United States will not seek to forfeit  
5 substitute property from other defendants or co-conspirators; it may only forfeit  
6 substitute property from Defendant. *See* 21 U.S.C. § 853(p).

7 (d) Application of Forfeited Property to Restitution:

8 Defendant understands the United States will seek restitution for the victim(s)  
9 in this case independent of this money judgment. It is the parties' mutual  
10 understanding that the United States Attorney's Office will seek approval to apply  
11 the proceeds of any forfeited assets to Defendant's restitution obligations.  
12 Defendant recognizes the final decision to approve this application rests with the  
13 Attorney General. *See* 18 U.S.C. § 981(d), (e); *see also* 28 C.F.R. 9 *et. seq.*

14 (e) Cooperation on Forfeited Assets:

15 Defendant agrees to cooperate with the United States in passing clear title on  
16 all forfeited assets and to execute any and all forms and pleadings necessary to  
17 effectuate such forfeiture of assets. Defendant also agrees to assist the United States  
18 in locating any assets that 1) are the proceeds of illegal conduct (as outlined in this  
19 Plea Agreement) and 2) have not been dissipated. If such assets are located, then  
20 Defendant will stipulate to their forfeiture.

21 (f) Waivers:

22 Defendant acknowledges that all the property covered by this agreement is  
23 subject to forfeiture as proceeds of illegal conduct. Defendant knowingly and  
24 voluntarily waives his right to a jury trial on the forfeiture of the asset(s). Defendant  
25 agrees to waive oral pronouncement of forfeiture at the time of sentencing. *See* Fed.  
26 R. Crim. P. 32.2(b)(4)(B). The Defendant further agrees to waive all constitutional  
27 and statutory challenges in any manner (including direct appeal, habeas corpus, or  
28 any other means) to any forfeiture carried out in accordance with this Plea

1 Agreement on any grounds, including that the forfeiture constitutes an excessive fine  
2 or punishment.

3 Defendant also agrees to hold the United States, and any and all agencies, and  
4 their agents and employees harmless from any and all claims whatsoever in  
5 connection with the investigation, the prosecution of charges, and the seizure and  
6 forfeiture of property covered by this Plea Agreement.

7 Defendant waives further notice of any federal, state, or local proceedings  
8 involving the forfeiture of assets the Defendant is agreeing to forfeit in this Plea  
9 Agreement.

10 (g) Non-Abatement of Criminal Forfeiture:

11 Defendant agrees that the forfeiture provisions of this plea agreement are  
12 intended to, and will, survive him, notwithstanding the abatement of any underlying  
13 criminal conviction after the execution of this agreement. The forfeitability of any  
14 particular property pursuant to this agreement shall be determined as if Defendant  
15 had survived, and that determination shall be binding upon Defendant's heirs,  
16 successors and assigns until the agreed forfeiture, including any agreed money  
17 judgment amount, is collected in full.

18 22. Payments While Incarcerated

19 If Defendant lacks the financial resources to pay the monetary obligations  
20 imposed by the Court, Defendant agrees to earn money toward these obligations by  
21 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

22 23. Additional Violations of Law Can Void Plea Agreement

23 The United States and Defendant agree that the United States may, at its  
24 option and upon written notice to the Defendant, withdraw from this Plea Agreement  
25 or modify its sentencing recommendation if, prior to the imposition of sentence,  
26 Defendant is charged with or convicted of any criminal offense or tests positive for  
27 any controlled substance.  
28



1       24.   Waiver of Appeal Rights

2       Defendant understands that Defendant has a limited right to appeal or  
3 challenge Defendant's conviction and the sentence imposed by the Court.

4       In return for the concessions that the United States has made in this Plea  
5 Agreement, Defendant expressly waives any and all of Defendant's rights to appeal  
6 any and all aspects of Defendant's conviction and any and all aspects of the sentence  
7 the Court imposes, on any and all grounds.

8       Defendant expressly waives Defendant's right, even if otherwise authorized  
9 by the United States Constitution or federal law, to challenge in the district court, to  
10 move to withdraw Defendant's plea based on, or to appeal the validity and/or entry  
11 of, any and all charging instruments, any and all plea agreements, any and all  
12 pleadings, any and all communications between any and all defense counsel and any  
13 and all Assistant United States Attorneys, and/or any and all guilty pleas in the  
14 above-captioned matter based on any and all arguments that the United States, the  
15 United States Attorney's Office for the Eastern District of Washington, the Deputy  
16 Attorney General, any and all First Assistant United States Attorneys for the Eastern  
17 District of Washington, any and all Criminal Chiefs for the United States Attorney's  
18 Office for the Eastern District of Washington, any and all Assistant United States  
19 Attorneys for the Eastern District of Washington, and/or any and all attorneys for  
20 the government, are in any way unauthorized to bring, seek, file, and/or resolve any  
21 and all aspects of the above-captioned matter, case, and/or charges.

22       Defendant expressly waives Defendant's right to appeal any fine, term of  
23 supervised release, or restitution order imposed by the Court.

24       Defendant expressly waives the right to file any post-conviction motion  
25 attacking Defendant's conviction and sentence, including a motion pursuant to 28  
26 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from  
27 information not now known by Defendant and which, in the exercise of due  
28 diligence, Defendant could not know by the time the Court imposes sentence.

1 Nothing in this Plea Agreement shall preclude the United States from  
2 opposing any post-conviction motion for a reduction of sentence or other attack upon  
3 the conviction or sentence, including, but not limited to, writ of habeas corpus  
4 proceedings brought pursuant to 28 U.S.C. § 2255.

5 25. Withdrawal or Vacatur of Defendant's Plea

6 Should Defendant successfully move to withdraw from this Plea Agreement  
7 or should Defendant's conviction be set aside, vacated, reversed, or dismissed under  
8 any circumstance, then:

- 9 a. Any obligations, commitments, or representations made by the  
10 United States in this Plea Agreement shall become null and void;  
11 b. The United States may prosecute Defendant on all available  
12 charges;  
13 c. The United States may reinstate any counts that have been  
14 dismissed, have been superseded by the filing of another  
15 charging instrument, or were not charged because of this Plea  
16 Agreement; and  
17 d. The United States may file any new charges that would otherwise  
18 be barred by this Plea Agreement.

19 The decision to pursue any or all of these options is solely in the discretion of  
20 the United States Attorney's Office.

21 Defendant agrees to waive any objections, motions, and/or defenses  
22 Defendant might have to the United States' decisions to seek, reinstate, or reinitiate  
23 charges if a count of conviction is withdrawn, set aside, vacated, reversed, or  
24 dismissed, including any claim alleging a violation of Double Jeopardy.

25 Defendant agrees not to raise any objections based on the passage of time,  
26 including but not limited to alleged violations of any statutes of limitation or any  
27 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth  
28 Amendment.

1       26.    Waiver of Attorney Fees and Costs

2       Defendant agrees to waive all rights Defendant may have under the “Hyde  
3 Amendment,” Section 617, P.L. 105- 119 (Nov. 26, 1997), to recover attorneys’ fees  
4 or other litigation expenses in connection with the investigation and prosecution of  
5 all charges in the above-captioned matter and of any related allegations (including,  
6 without limitation, any charges to be dismissed pursuant to this Plea Agreement or  
7 any charges previously dismissed or not brought as a result of this Plea Agreement).

8       27.    Integration Clause

9       The United States and Defendant acknowledge that this document constitutes  
10 the entire Plea Agreement between the United States and Defendant, and no other  
11 promises, agreements, or conditions exist between the United States and Defendant  
12 concerning the resolution of the case.

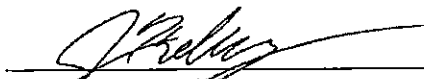
13       This Plea Agreement is binding only on the United States Attorney’s Office  
14 for the Eastern District of Washington, and cannot bind other federal, state, or local  
15 authorities.

16       The United States and Defendant agree that this Agreement cannot be  
17 modified except in a writing that is signed by the United States and Defendant.

18                               Approvals and Signatures

19       Agreed and submitted on behalf of the United States Attorney’s Office for the  
20 Eastern District of Washington.

21   Todd Blanche  
22   Acting Attorney General

23     
24   \_\_\_\_\_  
25   Jeremy J. Kelley  
26   Assistant United States Attorney

5/7/2026

\_\_\_\_\_  
Date

27   //

28   //

1 I have read this Plea Agreement and I have carefully reviewed and discussed  
2 every part of this Plea Agreement with my attorney. I understand the terms of this  
3 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and  
4 voluntarily. I have consulted with my attorney about my rights, I understand those  
5 rights, and I am satisfied with the representation of my attorney in this case. No  
6 other promises or inducements have been made to me, other than those contained  
7 in this Plea Agreement. No one has threatened or forced me in any way to enter  
8 into this Plea Agreement. I agree to plead guilty because I am guilty.

9 /s/ \* Patrick Alan Bucknum

May 7, 2026

10 Patrick Alan Bucknum

Date

11 Defendant

*\*approved via email with counsel*

12 I have read the Plea Agreement and have discussed the contents of the  
13 agreement with my client. The Plea Agreement accurately and completely sets  
14 forth the entirety of the agreement between the parties. I concur in my client's  
15 decision to plead guilty as set forth in the Plea Agreement. There is no legal  
16 reason why the Court should not accept Defendant's guilty plea.

17 

May 7, 2026

18 Keith M. Woodwell

Date

19 Jake Taylor

20 Attorneys for Defendant