

Filed in Open Court

03/16/2026
Skyler B. O'Hara

By

M. Ganett

Deputy

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No: 2:24-cr-20070-04-DDC-TJJ

WARREN FAIRLEY

Defendant.

PLEA AGREEMENT

The United States of America, by and through Senior Trial Attorney Vincent Falvo, Assistant United States Attorneys Faiza H. Alhambra and Jabari Wamble, and Warren Fairley, the defendant, personally and by and through his counsel, J.R. Hobbs and Marilyn Keller, hereby enter into the following Plea Agreement pursuant to Rule 11 of the Federal Rules of Criminal Procedure:

1. **Defendant's Guilty Plea.** The defendant agrees to plead guilty to Count 1 of the Indictment charging a violation of 18 U.S.C. § 1962(d), that is, Racketeering Conspiracy and Count 11, charging a violation of 29 U.S.C. § 501(c), that is, Embezzlement from a Labor Organization. By entering into this Plea Agreement, the defendant admits to knowingly committing the offenses, and to being guilty of the offenses. The defendant understands that the maximum sentence which may be imposed as to Count 1 of the Indictment to which he has agreed to plead guilty is not more than 20 years of imprisonment, a \$250,000 fine or, if any person derives pecuniary gain from the offense, or if the offense results in pecuniary loss to a person other than the defendant, the defendant may be fined not more than the greater of twice the gross gain or twice the gross loss, 3 years of supervised release, and a \$100.00 mandatory special assessment. The defendant understands that the maximum sentence which may be imposed as to Count 11 of the Indictment to which he has agreed to plead guilty is a term of imprisonment of not more than

5 years; a fine not to exceed \$10,000, or, if any person derives pecuniary gain from the offense, or if the offense results in pecuniary loss to a person other than the defendant, the defendant may be fined not more than the greater of twice the gross gain or twice the gross loss, not more than 3 years of supervised release, and a mandatory special assessment of \$100.00.

2. **Factual Basis for the Guilty Plea.** The parties agree the facts constituting the offense to which the defendant is pleading guilty are as follows:

a. The International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmith, Forgers and Helpers ("the Boilermakers Union" or "International Brotherhood") is a labor union that was headquartered in Kansas City, Kansas until 2023 with approximately 45,000 members consisting of skilled tradespersons and allied workers who fabricate and maintain steam boilers and engines for industrial, maritime, and railway uses. The Boilermakers Union is also the majority owner of the Bank of Labor, a financial institution headquartered in Kansas City, Kansas ("the Bank of Labor").

b. The Boilermakers Union represents members in collective bargaining with employers throughout the United States and Canada with respect to wages, hours, grievances, and other terms and conditions of employment and is therefore a labor organization engaged in industries affecting interstate and foreign commerce subject to the Labor Management Reporting and Disclosure Act ("LMRDA"), 29 U.S.C. §402 (i) and (j). Pursuant to that representation, the Boilermakers Union has executed collective bargaining agreements with employers covering work performed in several states and Canadian provinces.

c. The officers, employees and representatives of a labor organization subject to the LMRDA are fiduciaries "in relation to such organization and its members as a group" and are required to "hold its money and property solely for the benefit of the organization and its members and to manage, invest, and expend the same in accordance with its constitution and bylaws and any resolutions of the governing bodies adopted thereunder." 29 U.S.C. § 501(a) (1959). The Boilermakers Union is governed by a constitution adopted at a convention of its delegates held every five years ("the Boilermakers Union Constitution"). The most recent version of the Boilermakers Constitution was adopted at the Boilermakers Union Convention in 2021.

d. Article 5.2 of the Boilermakers Union Constitution provides that the Boilermakers Union's Executive Council, composed of the International President and five International Vice Presidents, has the power to "authorize all expenditures deemed necessary to effectuate or accomplish the objectives of this International union, as set forth in Article 1.2 and other applicable provisions of the union's Constitution, or for its benefit." Article 7.1.1 of the Boilermakers Union Constitution states that the union's "International President shall countersign all orders for payment of money, and shall have authority to make such expenditures from the funds of the International Brotherhood as are necessary for the protection of its interests and the achievement of its objectives as approved by the Executive Council."

e. Newton Jones was elected International President of the Boilermakers Union in 2003 and was reelected as International President at the 2006, 2011, 2016, and 2021 conventions of the Boilermakers Union. On June 2, 2023, Newton Jones was removed as International President and expelled as a member of the Boilermakers Union following an internal disciplinary proceeding pursuant to Article 17 of the Boilermakers Union Constitution in which the Executive Council found him guilty of financial misconduct involving use of Boilermakers Union funds for unauthorized international travel, payments to his wife in the guise of employment, and non-union related restaurant meals during the period from 2015 until 2023.

f. Defendant WARREN FAIRLEY ("FAIRLEY") began as a member of the Boilermakers Union in 1990 as a member of Local 693 at Ingalls Shipbuilding in Pascagoula, Mississippi. In 1996, FAIRLEY became a Business Manager for Local 693. FAIRLEY was employed by the Boilermakers Union from beginning about 1999 through his retirement in January 2023. In 1999, FAIRLEY became an International Representative of the Boilermakers Union. In 2003, FAIRLEY was appointed Deputy Director of Shipbuilding by the International President, Newton Jones. In about 2005, FAIRLEY was appointed by the International President to serve as Executive Assistant to the International President and simultaneously served as Director of Shipbuilding and Marine Services Division. In about 2007, FAIRLEY was elected International Vice President for Industrial Sector Operations ("ISO") of the Boilermakers Union. Due to his elected position as International Vice President, FAIRLEY served on the union's International Executive Council ("IEC" or "Executive Council"). From 2007 to January 2023, FAIRLEY held the position of Executive Assistant, International Vice President, and member of the IEC simultaneously. After Jones was removed as International President, FAIRLEY returned to serve as International President of the Boilermakers Union in August 2023 until August 2024.

g. FAIRLEY resided in the Chapel Hill, North Carolina area and worked from an office in Chapel Hill which was owned and maintained by the Boilermakers Union. Newton Jones also resided in the Chapel Hill, North Carolina area and had an office at the Chapel Hill location. Jones and FAIRLEY traveled extensively, domestically and internationally. FAIRLEY rarely saw Jones at the Chapel Hill office location.

h. As early as 2009, as International Vice President, FAIRLEY knew that the scope and extent of international travel was excessive, and that over time the length of stay, the number of participants, and the lavish expenditures grew. The cost to the Boilermakers Union associated with the international travel far exceeded the benefit to the Boilermakers Union and its members. While there was purported union purpose for the international travel, in many instances the value was not commensurate with the cost to the Boilermakers Union. FAIRLEY admits that it was part of the conspiracy that he and Defendants Newton Jones, William Creeden, Kateryna Jones, Lawrence McManamon, and others engaged in certain international travel which was contrary to the terms of the Boilermakers Constitution and contrary to the law in that certain expenditures were not necessary to achieve the Boilermakers Union's interests or for its benefit.

i. For example, in June 2009, FAIRLEY, and together with Newton Jones, William Creeden, and Lawrence McManamon, and others, engaged in international travel for the purpose of attending an IEC meeting in Paris France, and the expenses were paid for using Boilermakers Union funds. While there was some union business which took place, the expense incurred by the Boilermakers Union was unnecessary and excessive and included lavish hotel and meals.

FAIRLEY acted knowing that his conduct was wrong under the circumstances in that FAIRLEY lacked good-faith belief that the amount of expenditures or use of Boilermakers Union funds was for legitimate benefit of the union, thereby depriving the Boilermakers Union of its funds or property.

j. For example, in November 2012, FAIRLEY, and together with Newton Jones, and others, engaged in international travel for the purpose of attending FLAEI related meetings in Rome and Madrid, and FAIRLEY'S expenses were paid for using Boilermakers Union funds. While there may have been some union related business which took place, the benefit to the union was outweighed by the expense.

k. For example, in May 2013, FAIRLEY, and together with others, engaged in international travel for the stated purpose of attending a FLAEI Congress and speaking at a labor organization meeting with Federazione Autonoma Bancari Italiani (Autonomous Federation of Italian Bank Workers) ("FABI") in Ostuni, Italy near Barile, Italy, and the expenses were paid for using Boilermakers Union funds. The expense incurred by the Boilermakers Union was unnecessary in that FABI is a labor organization focused on protecting the rights of bank workers. While the IBB was a holding company for the Bank of Labor, and there was purported union purpose for the trip, the scope and extent of the expense incurred by the Boilermakers Union was unnecessary.

l. For example, in June 2018, FAIRLEY, and together with Newton Jones, Kateryna Jones, William Creeden, Lawrence McManamon, and at least five others, engaged in international travel for the stated purpose of attending Federation of Italian Electricity Company Workers (FLAEI) meetings in Milan, Rome and Verona, Italy, and the expenses were paid for using Boilermakers Union funds. However, the primary purpose of this travel was to provide social entertainment for the participants through multiple sightseeing tours, including a boat excursion to Lake Como.

m. For example, in September 2018, FAIRLEY, and together with Newton Jones, Kateryna Jones, and others, engaged in international travel for the stated purpose of meeting with representatives of the Federation of Italian Electricity Company Workers (FLAEI) in Venice, Italy, and the expenses were paid for using Boilermakers Union funds. While there was purported union purpose for the trip, the expense incurred by the Boilermakers Union was unnecessary and excessive and included lavish hotel and meals. FAIRLEY knew that the length of stay, the number of participants, and the expenditures incurred were unnecessary and excessive.

n. For example, in June 2019, FAIRLEY, and together with Newton Jones, Kateryna Jones, William Creeden, Lawrence McManamon, and others, engaged in international travel for the stated purpose of meeting with representatives of the Federation of Italian Electricity Company Workers (FLAEI) and Cattolica Insurance Company, in Rome, Verona, and Sicily, Italy, and the expenses were paid for using Boilermakers Union funds. FAIRLEY knew that the length of stay, the number of participants, and the expenditures incurred were unnecessary and excessive.

o. For example, in February 2020, FAIRLEY, and together with Newton Jones, Kateryna Jones, William Creeden, Lawrence McManamon, Tyler Brown, and at least five others, engaged in international travel for the stated purpose of attending TSSA meetings in London,

England, and the expenses were paid for using Boilermakers Union funds. FAIRLEY knew that the length of stay, the number of participants, and the expenditures incurred were unnecessary and excessive.

p. FAIRLEY acknowledges that he took vacation payouts for vacation he already used on international travel, and that he took vacation cash payouts contrary to the vacation policy requiring employees to use or lose two weeks of vacation a year.

q. Further, FAIRLEY was aware that Jones liked to travel internationally with Kateryna Jones and large entourages of members of his family, officers and employees of the Boilermakers Union, officials of the Bank of Labor, and outside guests whose travel was not always necessary to conduct union business or benefit the union and its members. These groups lead by Jones would stay in upscale hotels, eat at lavish restaurants, and take expensive tours and side trips at Boilermakers Union expense. FAIRLEY was aware that Jones and many of the travelers did not attend the business-related meetings during these international travel trips. And yet, FAIRLEY did not cause any action to be taken by the union as to these issues against Jones or others before August 2023.

r. Further, FAIRLEY participated in multiple outings at a renowned hunting lodge in Gettysburg, South Dakota with IEC members and invited guests paid for at least in part using Boilermakers Union funds. While there was some union business which took place on these outings, the total expense incurred by the Boilermakers Union was excessive. The primary purpose of the outings was to provide social entertainment for the participants and only incidentally involved union business.

s. In his position as International Vice President, FAIRLEY would attend meetings of the union's Executive Council. At Jones' direction, the standing items of reviewing the expenses of the International President and International Secretary-Treasurer were not addressed during IEC meetings even if included on the International Executive Council Docket. As a result, FAIRLEY and others failed to review the expenses of Newton Jones and William Creeden. And yet, FAIRLEY raised no objection.

t. As a result of the above facts, FAIRLEY failed to execute his fiduciary duty to union members to guard union funds, and keep intact all such funds except those expended in the necessary operation of the union's business, and failed to report or take other action to cause Jones and/or others to cease engaging in unnecessary travel and lavish expenditures. Nor did FAIRLEY take action to ensure Jones attended the meetings for which Jones traveled internationally.

u. FAIRLEY admits that he together with others associated with the Jones Enterprise, knowingly, intentionally, and unlawfully agreed and joined the agreement or conspiracy to embezzle funds from the Boilermakers Union in violation of Section 1962(c) in as much as FAIRLEY participated in certain international travel trips and other outings knowing that his conduct was wrong under the circumstances in that FAIRLEY lacked good-faith belief that the expenditures or use of Boilermakers Union funds was for legitimate benefit of the union, thereby depriving the Boilermakers Union of its funds or property.

3. **Application of the Sentencing Guidelines.** The parties understand that the Court will apply the United States Sentencing Guidelines (Guidelines) to calculate the applicable sentence and may impose a sentence consistent with the Guidelines. The defendant agrees to waive all constitutional challenges to the validity of the Guidelines. The defendant understands and acknowledges that the Court will find, by a preponderance of the evidence, the facts used to determine the offense level, and in making its findings, that the Court may consider any reliable evidence, including hearsay. Nothing in this section prevents the parties from filing objections to the Presentence Report prepared by the United States Probation Office, or from arguing the application of specific sections of the Guidelines. The parties agree that the Court will determine the final Guideline range. The parties understand this Plea Agreement binds the parties only and does not bind the Court.

4. **Relevant Conduct.** The parties have agreed to the application of the Guidelines. Therefore, the defendant agrees that the conduct charged in any dismissed counts, as well as all other uncharged related criminal activity, will be considered as relevant conduct for purposes of calculating the offense level for the count of conviction, in accordance with United States Sentencing Guidelines (U.S.S.G.) § 1B1.3.

5. **Government's Agreements.** In return for the defendant's plea of guilty as set forth herein, the United States Attorney for the District of Kansas agrees:

- (a) to not file any additional charges against the defendant arising out of the facts forming the basis for the present Indictment;
- (b) to dismiss the remaining counts of the Indictment at the time of sentencing;
- (c) to allow the defendant to reserve the right to request a downward departure and/or a variance;
- (d) to recommend no role enhancement pursuant to U.S.S.G. § 3B1.1;

(e) to recommend no fines; and

(f) to recommend the defendant receive a two (2) level reduction in the applicable offense level under U.S.S.G. § 3E1.1 for acceptance of responsibility. In addition, if his offense level is 16 or greater, prior to any reduction for acceptance of responsibility, and the Court finds he qualifies for a two-level reduction, the United States will move at the time of sentencing for an additional one-level reduction for acceptance of responsibility because he timely notified the government of his intention to enter a plea of guilty.

The United States' obligations under this Paragraph are contingent upon the defendant's continuing to manifest an acceptance of responsibility. If the defendant denies or gives conflicting statements as to his involvement, falsely denies or frivolously contests relevant conduct the Court determines to be true, willfully obstructs or impedes the administration of justice, as defined by U.S.S.G. § 3C1.1 (or willfully attempts to do so), or has engaged in additional criminal conduct, the United States reserves the right to petition the Court for a hearing to determine if he has breached this Plea Agreement.

If the Court finds by a preponderance of the evidence that the defendant (1) has breached or violated this Plea Agreement; (2) has willfully obstructed or impeded the administration of justice, as defined by U.S.S.G. § 3C1.1 (or willfully attempted to do so); (3) has engaged in additional criminal conduct; or (4) has otherwise failed to adhere to this Plea Agreement's terms, the United States shall not be bound by this Paragraph, and may pursue any additional charges arising from the criminal activity under investigation, as well as any charges for any perjury, false statement, or obstruction of justice that may have occurred.

If the Court finds the defendant has violated this Plea Agreement, he understands and agrees that all statements he made, any testimony he gave before a grand jury or any tribunal, or any leads from such statements or testimony, shall be admissible against him in any and all criminal proceedings. The defendant waives any rights which might be asserted under the United

States Constitution, any statute, Federal Rule of Criminal Procedure 11(f), Federal Rule of Evidence 410, or any other federal rule that pertains to the admissibility of any statements he made subsequent to this Plea Agreement.

6. **Sentence to be Determined by the Court.** The defendant understands that the sentence to be imposed will be determined solely by the United States District Judge. The United States cannot and has not made any promise or representation as to what sentence he will receive.

7. **Identification of Assets and Agreement Concerning Monetary Penalties.** In order to facilitate the collection of criminal monetary penalties, including restitution, fines, and assessments, to be imposed in connection with this case, defendant agrees as follows:

- (a) Payments toward anticipated criminal monetary penalties made prior to sentencing will be held by the Court Clerk and then applied to the criminal monetary penalties following entry of the Judgment in a Criminal Case. If the amount paid prior to sentencing exceeds the amount ordered at sentencing, the United States Attorney's Office will request language to be included in the Judgment in a Criminal case to authorize the Court Clerk to refund any overpayment to defendant. Payments made prior to sentencing can be sent to the following address and should reference defendant's name and case number:

Clerk, U.S. District Court
401 N. Market, Room 204
Wichita, Kansas 67202

- (b) Defendant agrees not to encumber, transfer, or dispose of any monies, property, or assets under defendant's custody or control of more than \$2,000 in value, without written approval from the United States Attorney's Office.
- (c) Within 30 days of any request by the United States Attorney's Office, defendant agrees to execute a financial statement and provide supporting documentation. defendant expressly authorizes the United States to obtain a credit report before sentencing. Further, defendant agrees to execute authorizations for the release of all financial information requested by the United States.
- (d) Defendant agrees the United States Attorney's Office may, pursuant to F.R.Civ.P. Rule 45, subpoena any records it deems relevant to conduct a full financial investigation of defendant's assets prior to sentencing.

- (e) Defendant authorizes the United States to file a Notice of Lis Pendens prior to judgment on any real property in which defendant holds an ownership interest.
- (f) Defendant agrees that all information defendant provides to the United States Probation Office or independently obtained by the United States Probation Office may be provided to the United States Attorney's Office. Likewise, all information defendant provides to the United States Attorney's Office or independently obtained by the United States Attorney's Office in the course of its financial investigation of defendant may be provided to the United States Probation Office.
- (g) All monetary penalties (including any fine, restitution, assessment, or forfeiture judgment) imposed by the Court, will be due and payable immediately and subject to immediate enforcement by the United States. Any payment schedule set by the Court is a minimum schedule of payment and not a limitation on the United States to enforce the judgment.
- (h) Defendant waives any requirement for demand of payment on any criminal monetary penalties or forfeiture judgment entered by this Court.
- (i) Defendant waives the administrative requirements of the Treasury Offset Program, including the requirement of default.
- (j) If defendant posted funds as security for defendant's appearance in this case, the defendant authorizes the Court to release the funds posted the Court Clerk to be applied to the criminal monetary impositions at the time of sentencing.
- (k) Defendant understands he has an obligation to notify the court and the United States Attorney's Office of any material change in defendant's economic circumstances that might affect defendant's ability to pay restitution pursuant to 18 U.S.C. § 3664(k).
- (l) Defendant understands that failure to comply with the provisions of this section may constitute a breach of this plea agreement, as outlined in Paragraph 5, above.
- (m) Defendant agrees to refrain from any employment by the International Brotherhood of Boilermakers ("IBB"), its local lodges, or any affiliated organizations, and to resign his membership in the IBB as of the date execution of this agreement.
- (n) Defendant acknowledges that conviction of the crime described in this agreement disqualifies him by operation of law from serving in the capacities described in 29 U.S.C. §§ 504 and 1111 including employment with labor organizations or employee benefit plans; or service as a labor relations consultant to a labor organization, employer, or employer organization; or

service as a consultant or adviser to a labor organization or an employee benefit plan; for a period which extends until 13 years after the date of sentence or the end of any imprisonment resulting from conviction of the crime described in this agreement, whichever is later.

- (o) Defendant further undertakes that he will not contest such employment disabilities and that he will seek no relief from the disabilities imposed by 29 U.S.C. §§ 504 and 1111 including, but not limited to, reduction of the length of disability or exemption from the disability with respect to employment in a particular prohibited capacity.

8. **Restitution.** The defendant knowingly and voluntarily agrees and consents to pay restitution, pursuant to 18 U.S.C. § 3663(a)(3), in the following amounts:

Victim:	Agreed Restitution:
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmith, Forgers and Helpers	\$221,348.40

- a. The victim and amount shown in the above table reflect all currently identified victims. In the event additional victims are discovered after execution of this Plea Agreement but before sentencing, defendant agrees to pay restitution to the additional victims and/or in the additional amounts for all losses caused by defendant's relevant conduct in this case, and not only for the offenses of conviction, pursuant to 18 U.S.C. § 3663(a)(3) and/or 18 U.S.C. § 3663A(a)(3).
- b. Irrespective of any payments by other defendants that are ordered to be jointly and severally liable for restitution, defendant understands he is liable for the full amount of restitution ordered until defendant has paid that amount in full or the victim's loss is repaid in full, whichever occurs first.
- c. Defendant acknowledges that the liability to pay restitution does not terminate until 20 years from entry of judgment or 20 years after defendant's release from imprisonment, whichever is later pursuant to 18 U.S.C. § 3613(b).
- d. Nothing in this paragraph shall prevent the government from establishing that the total loss was greater for purposes of establishing a Specific Offense Characteristic pursuant to §2B1.1(b).

9. **Withdrawal of Plea Not Permitted.** The defendant understands that if the Court accepts this Plea Agreement, but imposes a sentence with which he does not agree, he will not be permitted to withdraw his guilty plea.

10. **Payment of Special Assessment.** The defendant understands that a mandatory special assessment of \$100.00 per count of conviction will be entered against him at the time of sentencing. The defendant agrees to deliver to the Clerk of the United States District Court payment in the appropriate amount no later than the day of sentencing. The defendant has the burden of establishing an inability to pay the required special assessment. The parties acknowledge that if the Court finds the defendant is without resources to pay the special assessment at the time of sentencing, the Court may allow payment during his period of incarceration.

11. **Waiver of Appeal and Collateral Attack.** The defendant knowingly and voluntarily waives any right to appeal or collaterally attack any matter in connection with this prosecution, his conviction, or the components of the sentence to be imposed herein, including as well as the length and conditions of supervised release. The defendant is aware that 18 U.S.C. § 3742 affords him the right to appeal the conviction and sentence imposed. The defendant also waives any right to challenge his sentence, or the manner in which it was determined, or otherwise attempt to modify or change his sentence, in any collateral attack, including, but not limited to, a motion brought under 28 U.S.C. § 2255 (except as limited by *United States v. Cockerham*, 237 F.3d 1179, 1187 (10th Cir. 2001)), or a motion brought under Federal Rule of Civil Procedure 60(b). In other words, the defendant waives the right to appeal the sentence imposed in this case, except to the extent, if any, the Court departs or varies upwards from the sentencing Guideline range that the Court determines to be applicable. However, if the United States exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may appeal the sentence received, as authorized by 18 U.S.C. § 3742(a). Notwithstanding the foregoing waivers, the parties understand that the defendant in no way waives

any subsequent claims with regards to ineffective assistance of counsel or prosecutorial misconduct.

12. **Consent to FDIC Order.** In connection with his plea of guilty to a violation of 18 U.S.C. § 1962(d), the defendant understands that he will be prohibited by law from any employment with a federally-insured depository institution insured by either the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA), and he agrees to stipulate and consent to the issuance by the FDIC of an order of prohibition from further participation. The defendant also agrees to provide information showing his current financial status to the FDIC and consents to the United States Attorney's Office or other law enforcement agency providing copies of all of the defendant's financial information and documents to the FDIC.

The defendant further understands he may not become, or continue as, a director, officer, employee, or controlling stockholder of, or agent for, a federally-insured depository institution as defined in 12 U.S.C. § 1813(a), or participate in any manner in the conduct of the affairs of any federally insured depository institution specified in 12 U.S.C. § 1818(e)(7)(A), without the prior written consent of the FDIC or NCUA, in accordance with 12 U.S.C. §§ 1829(a), 1818 (e)(7)(A), and 1785(d).

If the underlying offense giving rise to this agreement is specifically listed in 12 U.S.C. §§ 1785(d)(2) and 1829(a)(2), the FDIC and the NCUA may not approve an application for their consent during the 10-year period beginning on the date the defendant's conviction becomes final. The defendant understands the knowing violation of these prohibitions could result in further criminal prosecution, with a possible sentence of up to 5 years' imprisonment and a fine of up to \$1,000,000.00 per day.

13. **FOIA and Privacy Act Waiver.** The defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552. The defendant further waives any rights conferred under the Privacy Act of 1974, 5 U.S.C. § 552a, to prevent or object to the disclosure of records or materials pertaining to this case.

14. **Waiver of Claim for Attorney's Fees.** The defendant waives all claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

15. **Full Disclosure by United States.** The defendant understands the United States will provide to the Court and the United States Probation Office all information it deems relevant to determining the appropriate sentence in this case. This may include information concerning his background, character, and conduct, including the entirety of his criminal activities. The defendant understands these disclosures are not limited to the count to which he is pleading guilty. The United States may respond to comments he or his attorney makes, or to positions he or his attorney takes, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this Plea Agreement. The defendant also has the right to provide information concerning the offense and to make recommendations to the Court and the United States Probation Office.

16. **Parties to the Agreement.** The defendant understands this Plea Agreement binds only him and the United States Attorney for the District of Kansas, and that it does not bind any other federal, state, or local prosecution authority.

17. **Voluntariness of Guilty Plea.** The defendant has had sufficient time to discuss this case, the evidence, and this Plea Agreement with his attorney and he is fully satisfied with the advice and representation his attorney provided. Further, the defendant acknowledges that he has read the Plea Agreement, understands it, and agrees it is true and accurate and not the result of any threats, duress or coercion. The defendant further understands that this Plea Agreement supersedes any and all other agreements or negotiations between the parties, and unless subsequently supplemented in writing with the joint approval of the parties, this Plea Agreement embodies each and every term of the agreement between the parties. The defendant acknowledges that he is entering into this Plea Agreement and is pleading guilty because he is guilty. He further acknowledges that he is entering his guilty plea freely, voluntarily, and knowingly.

/s/ Faiza H. Alhambra

Date: 3/2/2026

Faiza H. Alhambra
Assistant United States Attorney
500 State Avenue, Suite 360
Kansas City, Kansas 66101
913-551-6904
913-551-6541 (fax)
Faiza.Alhambra@usdoj.gov
Kan. S. Ct. No. 24525

/s/ Jabari Wamble

Date: 3/2/2026

Jabari Wamble
Assistant United States Attorney
500 State Avenue, Suite 360
Kansas City, Kansas 66101
913-551-6608
913-551-6541 (fax)
Jabari.Wamble@usdoj.gov
Kan. S. Ct. No. 22730

/s/ Vincent Falvo

Date: 3/2/2026

Vincent J. Falvo, Jr.
Senior Trial Attorney

Walter J. Hobbie
Walter J. Hobbie
Walter J. Hobbie
Walter J. Hobbie
Walter J. Hobbie
Walter J. Hobbie

Walter J. Hobbie
Walter J. Hobbie
Walter J. Hobbie
Walter J. Hobbie
Walter J. Hobbie
Walter J. Hobbie

Walter J. Hobbie

Walter J. Hobbie

Walter J. Hobbie

Walter J. Hobbie

Walter J. Hobbie
Walter J. Hobbie & Associates, P.C.
One Kansas City Place
1200 Main Street 2110
Kansas City, Missouri 64105
(816) 241-0000 office
counsel for defendant

Date 3/16/26

3/16/2026

Date 3/5/2026

3/16/2026

Date 3/10/2026