

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA  
Criminal No. 24-112(1) (KMM/DTS)

UNITED STATES OF AMERICA,

Plaintiff,

**PLEA AGREEMENT AND  
SENTENCING STIPULATIONS**

v.

TEZZAREE EL-AMIN CHAMPION,

Defendant.

The United States of America and the defendant, Tezzaree El-Amin Champion, agree to resolve this case on the terms and conditions that follow. This plea agreement binds only the defendant and the U.S. Attorney's Office for the District of Minnesota (hereinafter "the Government"). This agreement does not bind any other U.S. Attorney's Office or any other federal or state agency.

1. **Charges.** The defendant agrees to plead guilty to Counts Six, Eight, and Nine of the Indictment, which charge the defendant with Wire Fraud, in violation of 18 U.S.C. § 1343 (Count Six); Engaging in a Monetary Transaction in Property Derived from a Specified Unlawful Activity, in violation of 18 U.S.C. § 1957 (Count Eight); and Felon in Possession of a Firearm, in violation of 18 U.S.C. §§ 922(g)(1) and 924(a)(8) (Count Nine). The defendant fully understands the nature and elements of the crimes with which he has been charged.

Upon imposition of a sentence, if there are remaining counts, the Government agrees to move to dismiss remaining charges against the defendant contained in the Indictment.

2. **Factual Basis.** The defendant is pleading guilty because he is in fact guilty of Counts Six, Eight, and Nine of the Indictment. In pleading guilty, the defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt and constitute relevant conduct pursuant to the U.S. Sentencing Guidelines:

From on or about 2020 until 2024, Defendant Tezzaree El-Amin Champion devised and participated in a scheme to defraud a variety of federal, state, local, and private COVID-19 relief programs and other sources of funding. The scheme resulted in an actual and intended loss of approximately \$6 million to federal, state, and local governments as well as private entities. There were two main parts to the scheme:

*(i) Futuristic Management Group Fraud:* In the first part of the scheme, Champion used Futuristic Management Group LLC, a marketing company owned and controlled by Champion, to fraudulently obtain pandemic-related loans, grants, and contracts. This part of the scheme caused more than \$2.1 million of actual and intended loss.

Through Futuristic Management, Champion assisted clients in preparing and submitting fraudulent applications for COVID-19 loans and grants, including the SBA's Paycheck Protection Program ("PPP"), the SBA's Economic Injury Disaster Loan program ("EIDL"), and Hennepin County's Small Business Relief grant program ("SBR"). Champion also submitted nine fraudulent applications on his own behalf. The applications dramatically overstated applicant income and expenses and were supported by fake tax records and fake lease documents. Clients paid kickbacks to Champion and Hamilton in return for their assistance.

For Champion's role in this part of the scheme, he recruited clients to submit fraudulent applications, obtained fake documents to support applications, and assisted clients in submitting applications. Defendant and co-conspirator Marcus Hamilton assisted Champion with the submission of applications.

Simultaneously, Champion submitted fraudulent invoices to Hennepin County's Elevate Business program. Under the Elevate Business program, the County hired Futuristic Management to provide free marketing services to local small businesses. But rather than provide free services, Champion billed and received payments from the County for services for which he had already been paid by his clients. Many of these clients were the same businesses and individuals Champion had assisted with false PPP, EIDL, and SBR applications.

As one example of this part of the scheme, Champion and Hamilton agreed to help Individual C submit a fraudulent PPP application in the name of Knowledge Is Power LLC. To support the application, Champion obtained a fake tax document falsely stating that Knowledge Is Power had approximately \$530,000 in gross income and had paid out about \$360,000 in wages in 2019. As Champion knew, Knowledge Is Power and Individual C had incomes far below \$530,000 in 2019. Champion and Hamilton then helped Individual C draft and submit a PPP application, supported by the fake tax document. The application requested and claimed eligibility for a loan of more than \$95,000. But neither Knowledge Is Power nor Individual C was in not fact eligible for the PPP loan, and Champion knew as much. The application was approved, and Individual C received a wire transfer to his bank account of \$95,833 in loan funds. After receiving the funds, at Champion and



Hamilton's direction, Individual C withdrew \$31,000 of the fraud proceeds from his bank—including a withdrawal of \$15,000 in cash on April 13, 2021—and paid those funds to Champion and Hamilton as compensation for their assistance.

Also, Champion falsely claimed in an Elevate Business invoice to Hennepin County that Futuristic Management provided 50 hours of assistance to Knowledge Is Power regarding "website, graphics, logo, business writing." In fact, Champion charged Knowledge Is Power for that work, rather than provide it at no cost as required by the Elevate Business program. In response to the fraudulent Elevate Business invoice, Futuristic Management received a \$15,000 check from Hennepin County.

In addition, during this part of the scheme Champion submitted two fraudulent applications on Futuristic Management's behalf seeking loans marketed by PayPal Business Loan and issued by WebBank. In the applications, dated April 2022 and February 2023, Champion falsely overstated the company's gross sales. He also attached fake Wells Fargo bank statements that inflated his account balances and deposits. In response to the false applications, WebBank issued Futuristic Management approximately \$157,000 in loans. More than \$110,000 was never repaid.

**(ii) *Encouraging Leaders Grant Fraud:*** The second part of the fraud scheme was conducted through Encouraging Leaders, a non-profit organization founded and led by Champion. Encouraging Leaders' mission was to empower underrepresented youth in Minneapolis, but Champion used the organization to fraudulently obtain funding from federal, state, local, and private grant-making entities. Champion misused significant portions of the funds, for example by transferring funds to himself and using organizational



funds for personal matters. This part of the scheme resulted in more than \$3.8 million of actual and intended loss.

Specifically, under Champion's direction, Encouraging Leaders submitted at least 42 grant and public-contract applications and follow-up correspondence containing material false misrepresentations, in order to obtain funding. Victims of the grant and public-contract fraud included Hennepin County, the City of Minneapolis, the U.S. Department of the Justice, the Center for Disease Control Foundation, the Minnesota Department of Education, the Minnesota Department of Human Services, the Minnesota State Arts Board, the Otto Bremer Trust, the Greater Twin Cities United Way, and others.

Under Champion's direction, Encouraging Leaders' false statements to grant-making organizations included false rosters of the board of directors; false assertions that Encouraging Leaders had been independently audited; false claims of support and fake letters of support purporting to show partnership with local governments, companies, and community organizations; requests for payments based on overstated hours of work; and false claims that Encouraging Leaders administered events that either never occurred or were organized by others. At Champion's direction, Encouraging Leaders also created and maintained false records—edited expense reports, fake board minutes, and forged event sign-in sheets—to protect Champion and the organization in the event of an audit. Based on the fraudulent applications, Encouraging Leaders sought more than \$3.8 million in funding through 42 grants, was awarded 27 grants for more than \$2.7 million in funding, and actually received approximately \$1.5 million in funding.

For example, in 2021, Encouraging Leaders applied for and was awarded a \$702,864 grant from the U.S. Department of Justice's Office of Juvenile Justice Delinquency Prevention, as part of an opioid-affected youth initiative. Champion signed the application and award contract. Champion's proposal was to conduct a "Project Healings," which would use data, training, and outreach to ensure equitable access to public resources.

In the application, Champion falsely stated that the City of Minneapolis's health department and Hennepin County's health department had agreed to partner in the grant project. They had not. Champion also submitted forged commitment letters of support from local organizations CrossRoads Panorama and Minnesota Preparatory Academy. In fact, they had not agreed to partner with Champion. The application claimed the project would be led in part by Encouraging Leaders' board of directors, but in reality there was no board; no board had ever met. Champion signed a financial disclosure for Encouraging Leaders, asserting the organization had been audited by a specific firm in the last two years. No such audit occurred.

Champion's budget in support of the project promised he would devote 50% of his efforts to the project, and Hamilton would devote 100% of his efforts. Encouraging Leaders billed the Department of Justice based on those amounts. But Champion and Hamilton were not devoting 50% and 100% of their respective efforts. Hamilton was not working at all for Encouraging Leaders for significant parts of the grant period—he left the organization in the fall of 2021 and did not return until late 2022, an update never shared with the Department. And Champion was claiming to work more hours than there were in

a work week, according to the aggregated representations that Encouraging Leaders made to grant-making organizations, including the Department of Justice.

After receiving the award from the Department of Justice, Champion hired Individual G to draft false grant progress reports. Individual G was a freelancer living in Africa. At Champion's direction, Individual G—working remotely for Champion from Africa—used the Project Healings grant proposal and supporting materials to draft a fictional narrative of work that fit the description of what Encouraging Leaders had promised to do, even though Encouraging Leaders had not actually done the work. Encouraging Leaders then submitted the false reports to the Department.

In total, in response to Champion's and Encouraging Leaders' fraudulent statements to the U.S. Department of Justice, Encouraging Leaders was paid \$393,892 of the overall \$702,864 Project Healings grant award.

\* \* \*

On April 26, 2023, law enforcement executed a search warrant at Champion's home in Andover, Minnesota. In the house, agents found bank statements from Futuristic Management, a check from Hennepin County to Futuristic Management, and other records belonging to Champion and Futuristic Management. Inside a safe, officers found \$126,000 in U.S. currency. And in Champion's bedroom, under the bed, officers found a Ruger LCR .357 revolver bearing serial number 54608402, which was manufactured outside of Minnesota. Champion's DNA was on the firearm. Earlier, in 2018, Champion was made ineligible to possess the firearm after he was convicted in Hennepin County of second-



degree assault with a dangerous weapon, and received and actually served a sentence of imprisonment exceeding one year.

\* \* \*

Based on these actions, with respect to Count Six, Champion stipulates and agrees that from 2020 to 2024, he voluntarily and intentionally participated in a scheme to fraudulently obtain funds from a variety of federal, state, local, and private COVID-19 relief programs and other sources; he did so with the intent to defraud; and he used and caused to be used an interstate wire communication in furtherance of an essential step in the scheme, that is, the internet submission of a PPP loan application on or about March 24, 2021, by Knowledge Is Power LLC, requesting a loan of approximately \$95,833.

With respect to Count Eight, Champion stipulates and agrees that on or about April 13, 2021, Individual C knowingly engaged in a monetary transaction involving property with a value greater than \$10,000; Individual C's transaction involved proceeds of a criminal offense, namely proceeds of the wire fraud alleged in Count Six, as Individual C knew; Individual C's transaction occurred in the United States; Individual C's transaction affected interstate commerce; Champion knew this conduct was being committed; Champion had enough advance knowledge of this conduct to make the relevant choice to walk away before the transaction was completed; and Champion knowingly acted in some way to cause, encourage, and aid this conduct.

With respect to Count Nine, Champion stipulates and agrees that on or about April 26, 2023, he had been previously convicted of a crime punishable by imprisonment for more than one year; he knowingly possessed a firearm, that is a Ruger LCR .357 revolver

bearing serial number 54608402; at the time he knowingly possessed the firearm, he knew he had been convicted of a crime punishable by imprisonment for more than one year; and at some point during or before the defendant's possession of the firearm, the firearm was transported across a state line.

Champion stipulates and agrees that these actions took place in Minnesota and elsewhere, he committed these actions voluntarily, without mental defect, and he appreciated the nature and wrongfulness of his conduct.

3. **Waiver of Pretrial Motions.** The defendant understands and agrees that the defendant has certain rights to file pre-trial motions. As part of this plea agreement, and based upon the concessions of the Government within this plea agreement, the defendant knowingly, willingly, and voluntarily gives up the right to have any pending motions resolved and to file any additional pre-trial motions in this case. The defendant agrees that, by pleading guilty, he is withdrawing any motions previously filed.

4. **Waiver of Constitutional Trial Rights.** The defendant understands that he has the right to go to trial. At trial, the defendant would be presumed innocent, have the right to trial by jury or, with the consent of the Government and of the Court, to trial by the Court, the right to the assistance of counsel, the right to confront and cross-examine adverse witnesses, the right to subpoena witnesses to testify for the defense, the right to testify and present evidence, and the right to be protected from compelled self-incrimination. The defendant understands that he has the right to an attorney at every stage of these proceedings and, if necessary, one will be appointed to represent him. The defendant understands that he has the right to persist in a plea of not guilty and, if he does so, he

would have the right to a public and speedy trial. By pleading guilty, the defendant knowingly, willingly, and voluntarily waives each of these trial rights, except the right to counsel. The defendant understands that a guilty plea is a complete and final admission of guilt and, if the Court accepts the guilty plea, the Court will adjudge the defendant guilty without a trial.

5. **Additional Consequences.** The defendant understands that as a result of this conviction, the defendant could experience additional collateral consequences, such as the loss of the right to carry firearms, the right to vote, and the right to hold public office. If the defendant is not a U.S. citizen, as a result of a plea of guilty, the defendant may be removed from the United States, denied citizenship, and denied admission to the United States in the future. The defendant has discussed with his attorney the punishments and consequences of pleading guilty, understands that not all of the consequences can be predicted or foreseen, and still wants to plead guilty in this case.

6. **Statutory Penalties.** The defendant understands that Count Six of the Indictment, charging Wire Fraud in violation of 18 U.S.C. § 1343, is a felony offense that carries the following statutory penalties:

- a. a maximum of 20 years in prison;
- b. a maximum supervised-release term of three years;
- c. a maximum fine of \$250,000, or twice the gross gain or loss caused by the offense, whichever is greater;
- d. restitution as agreed by the parties in this agreement; and
- e. a mandatory special assessment of \$100.



The defendant understands that Count Eight of the Indictment, charging Engaging in Monetary Transaction in Property Derived from Specified Unlawful Activity in violation of 18 U.S.C. § 1957, is a felony offense that carries the following statutory penalties:

- a. a maximum of 10 years in prison;
- b. a maximum supervised-release term of three years;
- c. a maximum fine of \$250,000;
- d. restitution as agreed by the parties in this agreement; and
- e. a mandatory special assessment of \$100.

The defendant understands that Count Nine of the Indictment, charging Felon in Possession of a Firearm in violation of 18 U.S.C. §§ 922(g)(1) and 924(a)(8), is a felony offense that carries the following statutory penalties:

- f. a maximum of 15 years in prison;
- g. a maximum supervised-release term of three years;
- h. a maximum fine of \$250,000;
- i. restitution as agreed by the parties in this agreement; and
- j. a mandatory special assessment of \$100.

7. **Guidelines Calculations.** The parties acknowledge that the defendant will be sentenced in accordance with 18 U.S.C. § 3551, *et seq.* Nothing in this plea agreement should be construed to limit the parties from presenting any and all relevant evidence to the Court at sentencing. The parties also acknowledge that the Court will consider the U.S. Sentencing Guidelines in determining the appropriate sentence. The parties stipulate to the following guidelines calculations:

a. Count Six: Wire Fraud

- i) Base Offense Level. The parties agree that the base offense level is 7, because the statutory maximum for a conviction for wire fraud under 18 U.S.C. § 1343 is 20 years. U.S.S.G. § 2B1.1(a)(1).
- ii) Specific-Offense Characteristics. The parties agree the following and only the following specific-offense characteristics apply:

<u>Levels</u>	<u>USSG Authority</u>	<u>Reason</u>
+18	§ 2B1.1(b)(1)(J)	loss more than \$3,500,000 but not more than \$9,500,000
+2	§ 2B1.1(b)(2)(A)	10 or more victims
+2	§ 2B1.1(b)(10)(B), (C)	substantial conduct outside the United States and sophisticated means
+2	§ 2B1.1(b)(12)	fraud in connection with major disaster or emergency benefits
Total Change: +24		

- iii) Role in the Offense: The parties agree the offense level should be increased by 2 levels because the defendant was an organizer, leader, manager, or supervisor of criminal activity. *Id.* § 3B1.1(c).
- iv) Total Offense Level: 33
- b. Count Eight: 18 U.S.C. § 1957 Money Laundering

- i) Base Offense Level. The parties agree the base offense level is ~~33~~ 31, because that is the offense level for the underlying wire-fraud offense. *Id.* § 2S1.1(a)(1). MDF  
Tcc  
JAB
- ii) Specific-Offense Characteristics. The parties agree the offense level should be increased by 1 level because the defendant will be convicted of a violation of 18 U.S.C. § 1957. U.S.S.G.

§ 2S1.1(b)(2)(A). The parties agree no other Chapter 2 specific-offense characteristics apply.

iii) Role in the Offense: The parties agree the offense level should be increased by 2 levels because the defendant was an organizer, leader, manager, or supervisor of criminal activity. *Id.* § 3B1.1(c).

iv) Total Offense Level: 34

c. Count Nine: Felon In Possession of Firearm

i) Base Offense Level: The parties agree the base offense level is 20 because the defendant committed the instant offense subsequent to sustaining one felony conviction of a crime of violence. *Id.* § 2K2.1(a)(4)(A).

ii) Specific-Offense Characteristics: The parties agree no specific-offense characteristics apply.

iii) Total Offense Level: 20

d. Other Chapter 3 Adjustments:

i) Grouping and Combined Offense Level:

The parties agree there are two group of offenses: (1) Counts Six and Eight group because Count Six's wire-fraud offense provides the base-offense level for Count Eight's § 1957 offense. *Id.* § 3D1.2(c). (2) Count Nine is in its own group, because neither Counts Six nor Eight group with Count Nine.

The offense level for the group for Counts Six and Eight is equal to Count Eight's offense level of 34, because 34 is higher than Count Six's offense level of 33. *Id.* § 3D1.3(b). The offense level for Count Nine's group is 20, because that is the offense level for Count Nine. *Id.*

There is only one unit, because the offense level for Count Nine's group is 9 or more levels less serious than the offense level for the group for Counts Six and Eight. *Id.* § 3D1.4(c).



The combined offense level is 34, because that is the offense level applicable to the group with the highest offense level—the group for Counts Six and Eight—and there is no additional increase in that offense level, because there is only one unit. *Id.*

- ii) Acceptance of Responsibility. The government agrees to recommend that the defendant receive a 2-level reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a). As the defendant has timely notified the government of the defendant's intention to enter a plea of guilty, the government agrees to recommend that the defendant receive an additional 1-level reduction pursuant to U.S.S.G. § 3E1.1(b). Whether these reductions will be imposed shall be determined by the Court in its discretion. However, the defendant understands and agrees that the government's recommendations are conditioned upon the following: (1) the defendant testifies truthfully during the change of plea and sentencing hearings; (2) the defendant provides full, complete and truthful information to the U.S. Probation Office in the pre-sentence investigation; and (3) the defendant engages in no conduct inconsistent with acceptance of responsibility before the time of sentencing.

Nothing in this agreement limits the right of the government, pursuant to U.S.S.G. § 3E1.1 and § 3C1.1 to seek denial of a reduction for acceptance of responsibility or an adjustment for obstruction of justice should the defendant engage in any conduct inconsistent with acceptance of responsibility.

- iii) The parties agree that no other Chapter 3 adjustments apply.
- e. Criminal History Category. The parties believe that, at the time of sentencing, the defendant will fall into criminal history category III. *Id.* § 4A1.1. This does not constitute a stipulation, but a belief based on an assessment of the information currently known. The defendant's actual criminal history and related status will be determined by the Court based on the information presented in the Presentence Report and by the parties at the time of sentencing. The defendant understands that if the presentence investigation reveals any prior adult or juvenile sentence which should be included within his criminal history under the U.S. Sentencing Guidelines, the defendant will be sentenced based on his true criminal history

category, and he will not be permitted to withdraw from this plea agreement. *Id.*

- f. Imprisonment Range. If the adjusted offense level is 31, and the criminal history category is III, the Sentencing Guidelines imprisonment range is 135–168 months. *Id.* § 5, pt. A.
- g. Supervised Release. The Sentencing Guidelines supervised-release range is a term of 1–3 years. *Id.* § 5D1.2(a)(2).
- h. Fine Range. The Sentencing Guidelines fine range is \$30,000–\$250,000. *Id.* § 5E1.2(c)(1)–(3), application n. 2; 18 U.S.C. § 3571(b)(3).

8. **Revocation of Supervised Release.** The defendant understands that if he were to violate any condition of probation or supervised release, the Court could revoke his supervised release, and he could be sentenced to imprisonment, in addition to any term that the Court may impose at sentencing, up to the statutory maximum set forth in 18 U.S.C. § 3583(e)(3). The defendant also understands that as part of any revocation, the Court may extend or continue his supervised release, including for a term to extend after any sentence of imprisonment that is imposed as part of the revocation, as set forth in 18 U.S.C. § 3583(h).

9. **Discretion of the Court.** The foregoing stipulations are binding on the parties, but do not bind the Court. The parties understand that the Sentencing Guidelines are advisory and that their application is a matter that falls solely within the Court's discretion. The Court will make its own determination regarding the applicable Guidelines factors and the applicable criminal history category. The Court may also vary and depart from the applicable Guidelines range. If the Court determines that the applicable guideline

calculations or the defendant's criminal history category is different from that stated above, the parties may not withdraw from this agreement, and the defendant will be sentenced pursuant to the Court's determinations.

10. **Agreements as to Sentencing Recommendation.** The parties are free to recommend whatever sentence they deem appropriate. The parties reserve the right to make motions for departures under the Sentencing Guidelines or for variances pursuant to 18 U.S.C. § 3553(a) and to oppose any such motions made by the opposing party. If the Court does not accept the sentencing recommendation of the parties, the defendant will have no right to withdraw his guilty plea.

11. **Special Assessment.** The Guidelines require payment of a special assessment in the amount of \$100 for each felony count of which the defendant is convicted, pursuant to U.S.S.G. § 5E1.3. The defendant agrees to pay the special assessment.

12. **Restitution Agreement.** The defendant understands and agrees that 18 U.S.C. § 2559 applies and that the Court is required to order the defendant to make restitution to the victims of his crimes. The defendant agrees that he owes restitution and agrees that the Court shall order him to pay restitution of at least \$3,479,575 to his victims and that he will be jointly and severally liable with his co-defendants.

13. **Disclosure of Assets.** The defendant will fully and completely disclose to the Government the existence and location of any assets in which the defendant has any right, title, or interest, or over which the defendant exercises control, directly or indirectly, including those assets held by a spouse, nominee or other third party, or any business



owned or controlled by the defendant. The defendant agrees to assist the Government in identifying, locating, returning, and transferring assets for use in payment of restitution, fines, and forfeiture ordered by the Court. The defendant agrees to complete a financial statement within two weeks of the entry of his guilty plea. The defendant further agrees to execute any releases that may be necessary for the Government to obtain information concerning the defendant's assets and expressly authorizes the Government to obtain a credit report on the defendant to evaluate the defendant's ability to satisfy financial obligations imposed by the Court. If requested by the Government, the defendant agrees to submit to one or more asset interviews or depositions under oath.

14. **Forfeiture.** The defendant agrees to forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) in conjunction with 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the wire fraud scheme charged in Counts Six of the Indictment, and, pursuant to 18 U.S.C. § 982(a)(1), any property, real or personal, involved Count Eight of the Indictment, or any property traceable to such property including but not limited to \$126,000 in U.S. currency seized from 14790 Jay Street, Andover, Minnesota on or about April 26, 2023. The defendant agrees that these funds are proceeds traceable to the fraud scheme.

The defendant also agrees to forfeit to the United States, pursuant to 18 U.S.C. § 924(d)(1) and 28 U.S.C. § 2461(c), a Ruger LCR .357 revolver bearing serial number 54608402 and all ammunition and accessories seized therewith. The defendant agrees that the United States or any local law enforcement entity may, at its option, forfeit such property through civil, criminal, or administrative proceedings, waives any deadline or

statute of limitations for the initiation of any such proceedings, withdraws any petition for remission or mitigation of forfeiture for such property, and abandons any interest he may have in that property. The defendant waives all statutory and constitutional defenses to the forfeiture and consents to the destruction of the firearms, ammunition, and accessories.

The defendant consents to a money judgment forfeiture of \$3,479,575 as a result of his conviction for Count Six, and he agrees that amount of proceeds he obtained from the wire fraud scheme equals or exceed that amount. The United States reserves its right to seek forfeiture of additional directly forfeitable property and to forfeit substitute assets from the defendant.

The defendant waives all statutory and constitutional defenses to the forfeiture and waives any right to contest or challenge in any manner (including direct appeal, habeas corpus, or any other means) such forfeiture on any grounds.

15. **Waivers of Appeal and Collateral Attack.** The defendant hereby waives the right to appeal any non-jurisdictional issues. This appeal waiver includes, but is not limited to: the defendant's waiver of the right to appeal guilt or innocence, any issues relating to the negotiation, taking or acceptance of the guilty plea, the sentence imposed or any issues that relate to the calculation of the Guidelines range, the supervised-release term and conditions imposed, any restitution obligations, and the constitutionality of the statutes to which the defendant is pleading guilty. The parties agree, however, that excluded from this waiver is an appeal by defendant of the substantive reasonableness of a sentence that includes a term of imprisonment above the high end of the Guidelines, as determined by the Court.

The defendant also waives the right to collaterally attack his conviction and sentence under 28 U.S.C. § 2255 except based upon a claim of ineffective assistance of counsel. This collateral-review waiver does not operate to waive a collateral challenge under 28 U.S.C. § 2255 based on new legal principles enunciated in Supreme Court case law decided after the date of this plea agreement that are both substantive and have retroactive effect. For purposes of this provision, legal principles that are substantive and retroactive are those that narrow the reach of the offense of conviction and render the defendant's conduct non-criminal or that render the sentence imposed illegal.

The defendant has discussed these rights with the defendant's attorney. The defendant understands the rights being waived, and the defendant waives these rights knowingly, intelligently, and voluntarily.

The Government agrees to waive its right to appeal any sentence.

16. **FOIA Requests.** The defendant waives all rights to obtain, directly or through others, information about the investigation and prosecution of this case under the Freedom of Information Act and the Privacy Act of 1974, 5 U.S.C. §§ 552, 552A.


17. **Complete Agreement.** This, along with any agreement signed by the parties before entry of plea, is the entire agreement and understanding between the Government and the defendant. By signing this plea agreement, the defendant acknowledges: (a) that the defendant has read the entire agreement and has reviewed every part of it with the defendant's counsel; (b) that the defendant fully understands this plea agreement; (c) that no promises, agreements, understandings, or conditions have been made or entered into in connection with his decision to plead guilty, except those set forth in this plea agreement;




(d) that the defendant is satisfied with the legal services and representation provided by defense counsel in connection with this plea agreement and matters related to it; (e) that the defendant has entered into this plea agreement freely, voluntarily, and knowingly; and (f) that the defendant's decision to plead guilty in accord with the terms and conditions of this plea agreement is made of the defendant's own free will.

LISA D. KIRKPATRICK  
Acting United States Attorney


Date: 2-26-25

  
BY: Matthew D. Forbes  
Assistant U.S. Attorney

Date: 2-26-25

  
Tezzaree El-Amin Champion  
Defendant

Date: 2/26/25

  
Jill A. Brisbois  
Counsel for Defendant