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11  
12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 UNITED STATES OF AMERICA, ) NO. 14-0196-CRB-10  
16 Plaintiff, ) PLEA AGREEMENT  
17 v. )  
18 MARLON DARRELL SULLIVAN, )  
19 Defendant. )  
20

21 I, Marlon Darrell SULLIVAN, and the United States Attorney’s Office for the Northern District  
22 of California (hereafter “the government”) enter into this written plea agreement (the “Agreement”)  
23 pursuant to Rule 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure:

24 The Defendant’s Promises

25 1. I agree to plead guilty to Count One of the captioned Second Superseding Indictment,  
26 which charges me with conspiracy to conduct and to participate in the conduct of the affairs of the  
27 racketeering enterprise identified in the Second Superseding Indictment as the Chee Kung Tong through  
28 a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(d). I agree that the elements of this

1 offense are as follows: (1) the defendant knowingly and intentionally agreed with another person to  
 2 participate in the conduct of the affairs of an enterprise through a pattern of racketeering activity and  
 3 that a conspirator committed or would commit at least two acts of racketeering in the conduct of the  
 4 affairs of the enterprise; (2) the racketeering enterprise was established or would be established; (3) the  
 5 racketeering enterprise or its activities affected or would affect interstate commerce; and (4) the  
 6 defendant was associated or would be associated with the enterprise.

7 I agree that the maximum penalties for 18 U.S.C. § 1962(d) are as follows:

- |    |    |   |   |
|----|----|---|---|
| 8  | a. | Maximum prison term:                    | 20 years  |
| 9  | b. | Maximum term of supervised release:     | 3 years   |
| 10 | c. | Maximum fine:                           | \$250,000 or twice the gross<br>gain or loss, whichever is<br>greater |
| 11 |    |   |   |
| 12 | d. | Mandatory special assessment:           | \$100   |
| 13 | e. | Restitution to any identifiable victims |   |
| 14 | f. | Potential deportation                   |   |
| 15 | g. | Forfeiture                              |   |
| 16 |    |   |   |

17 I acknowledge that pleading guilty may have consequences with respect to my immigration  
 18 status if I am not a citizen of the United States. Under federal law, a broad range of crimes are  
 19 removable offenses, including the offense to which I am pleading guilty. Removal and other  
 20 immigration consequences are the subject of a separate proceeding, however, and I understand that no  
 21 one, including my attorney or the district court, can predict to a certainty the effect of this conviction on  
 22 my immigration status. I nevertheless affirm that I want to plead guilty regardless of any immigration  
 23 consequences that may result from my guilty plea, even if the consequence is my automatic removal  
 24 from the United States.

25 2. I agree that I am guilty of the offense to which I am pleading guilty, and I agree that the  
 26 following facts are true:

27 The government can prove beyond a reasonable doubt that at all times relevant to this matter, an  
 28 enterprise known as the Chee Kung Tong ("CKT") existed. The CKT was a predominantly Chinese

1 American association based in Chinatown, in the city and county of San Francisco. The CKT was  
2 formed primarily for civic purposes to benefit the communities of Chinese immigrants and Chinese  
3 Americans. Over the years, the CKT developed both positive legal community functions and activities,  
4 as well as criminal functions and activities. Some members of the CKT were strictly involved the  
5 CKT's in legal functions and activities. Other members were also involved in illegal functions and  
6 activities. These activities included narcotics distribution, assault, robbery, extortion, collection of  
7 unlawful debt, murder for hire, money laundering, trafficking in stolen goods, illegal firearm possession,  
8 and obstruction of justice. The CKT constituted an "enterprise" as defined in Title 18, United States  
9 Code, Section 1961(4), that is, a group of individuals associated in fact that was engaged in, and its  
10 activities affected, interstate and foreign commerce. The enterprise constituted an ongoing organization  
11 whose members functioned as a continuing unit that had a common purpose of achieving the objectives  
12 of the enterprise.

13         Since at least as early as 2012 and continuing until at least March 26, 2014, I associated with  
14 CKT members and other individuals associated with the CKT, including, among others, Keith  
15 JACKSON and Brandon JACKSON. I agreed with others to conduct and to participate in the conduct of  
16 the affairs of the CKT through a pattern of racketeering activity. I agree that co-conspirators committed  
17 at least two acts of racketeering in the conduct of the affairs of the CKT, including multiple acts  
18 involving narcotics distribution, murder for hire, and illegal firearm sales. In furtherance of my  
19 association with CKT members and other individuals associated with the CKT, I agreed to conduct  
20 illegal activities, as described below.

21         In particular, between September of 2012 and March of 2014, Keith JACKSON, Brandon  
22 JACKSON, and I conspired with an individual whom we believed to be associated with CKT, but who  
23 in fact was an undercover employee (UCE) of the Federal Bureau of Investigation, UCE 4599. Over the  
24 course of the conspiracy, Keith JACKSON, Brandon JACKSON and I arranged to purchase 10  
25 kilograms of cocaine from UCE 4599's purported Colombian cocaine supplier. As part of the  
26 transaction, on March 24, 2014, I went to the Hyatt Regency hotel in Princeton, New Jersey, and met  
27 with UCE 4599 and two other individuals whom I subsequently learned were also undercover FBI  
28 agents, UCE 4477 and UCE 4520. Once inside a hotel room, I provided the UCEs with \$275,000 in

1 cash. I advised the UCEs that one of my co-conspirators, Brandon JACKSON, would be arriving in  
2 Hartford, Connecticut, later that evening to help me conduct our pending cocaine transaction. I also  
3 advised the UCEs that my other co-conspirator, Keith JACKSON, would be getting a share of our  
4 profits, because if not for him, Brandon JACKSON and I would never have met the UCEs. The UCEs  
5 advised that the cocaine would be ready for pickup in Princeton on the morning of March 26, 2014.

6 On the morning of March 26, 2014, I returned to the Hyatt Regency in Princeton, New Jersey. I  
7 met with two UCEs in the parking lot of the hotel, and then followed them to a hotel room. Once inside,  
8 the UCEs provided me with a bag containing what appeared to me to be 10 kilograms of cocaine. I  
9 inspected the cocaine and took possession of it. I then discussed purchasing an additional 15 kilograms  
10 of cocaine the following week. At that point, I was arrested inside the hotel room.

11 In addition, on December 10, 2013, I met with Keith JACKSON, Brandon JACKSON, and UCE  
12 4599 at a bar in San Francisco. During the course of a discussion about our pending cocaine transaction,  
13 UCE 4599 told us that he needed to have one of his associates killed, and that he only wanted to deal  
14 with people he could trust. I told UCE 4599 that I could carry out a murder-for-hire on behalf of UCE  
15 4599. I asked UCE 4599 for a physical description of the intended target and where the target lived.  
16 UCE 4599 told us that the individual lived in Oakland, California, but was in the process of moving to  
17 Reno, Nevada. UCE 4599 told us that he wouldn't be able to provide a picture of the intended target. I  
18 suggested having dinner at a predetermined location with the intended target, and that I would show up  
19 at the restaurant to see what the intended target looked like. UCE 4599 asked whom we would recruit to  
20 assist on the murder for hire. I advised I might bring in a family member from out of state to carry out  
21 the murder. I also told UCE 4599 that I could "pull it off" because nobody would suspect me of being  
22 capable of murder, based on the fact that I was a licensed sports agent. UCE 4599 told us that he would  
23 pay me \$10,000 after the dinner meeting and \$15,000 when the murder was completed. UCE 4599  
24 thanked Keith JACKSON for arranging the meeting and stressed the importance of keeping everything a  
25 secret.

26 On February 6, 2014, UCE 4599 and I spoke by telephone. UCE 4599 told me that he would be  
27 at the Waterbar restaurant in San Francisco with the intended victim, and asked me to go there at around  
28 5:30 so that I could get a look at the intended victim. I went to the Waterbar restaurant shortly after

1 5:30, sat at the bar, and observed UCE 4599 engaging in a conversation with a person I believed to be  
2 UCE 4599's intended murder victim, but whom I now know was another FBI undercover employee,  
3 UCE 4684. I then left the restaurant. After leaving, UCE 4599 and I exchanged several text messages  
4 in which I confirmed that I got a good look at the intended murder victim. UCE 4599 confirmed in a  
5 subsequent text message that he would pay me \$10,000 in exchange for going to Waterbar to get a good  
6 look at his purported murder victim.

7 On March 17, 2014, I met with Brandon JACKSON, Keith JACKSON, and UCE 4599 at a  
8 restaurant in San Francisco. At the end of the meeting, in the course of discussing our pending cocaine  
9 transaction, UCE 4599 gave me the above-described \$10,000. We agreed that the murder would take  
10 place on April 10 or 11 of 2014, and that I would get someone "good" for the job who would not leave  
11 the purported murder victim alive. UCE 4599 said that he would give me an additional \$15,000 when  
12 the murder was committed.

13 Finally, on June 24, June 25, and August 26, 2013, I participated with Keith JACKSON and  
14 Brandon JACKSON in selling multiple firearms to UCE 4599. The weapons we sold to UCE 4599 were  
15 a Maadi AK-47, serial number CM0605639; a Cobray M12 .380 caliber machine gun pistol with an  
16 obliterated serial number; an SKS 7.62 rifle, serial number 2697; a Ruger model 10/22 carbine, serial  
17 number 123-20766; a Cobray M12 .380 caliber machine gun pistol, serial number 007394; a Mossberg  
18 Maverick 12-gauge pump-type shotgun, serial number MV60079C; a Sturm Ruger .223 caliber ranch  
19 rifle, serial number 580-75655; a Smith and Wesson model 59 handgun, serial number A170243; a Colt  
20 handgun, serial number SFA5458; a Clayco Sports AKS semi-automatic rifle, serial number 105211;  
21 and an Intratec 9 millimeter Luger model Tec DC9, serial number D047677, as well as ammunition and  
22 two ballistic vests, included one that was later determined to have been stolen from the FBI. At no time  
23 during any of these transactions did Keith JACKSON, Brandon JACKSON, or I have any licenses to  
24 deal in firearms.

25 3. I agree to give up all rights that I would have if I chose to proceed to trial, including the  
26 rights to a jury trial with the assistance of an attorney; to confront and cross-examine government  
27 witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth  
28 Amendment claims; to any further discovery from the government; and to pursue any affirmative

1 defenses and present evidence.

2 4. I agree to give up my right to appeal my conviction, the judgment, and orders of the  
3 Court. I also agree to waive any right I have to appeal any aspect of my sentence, including any orders  
4 relating to forfeiture and or restitution. I also agree to give up any right I may have to appeal my  
5 sentence, except that I reserve my right to appeal an upward departure from the Guideline imprisonment  
6 range determined by the Court or an upward variance under 18 U.S.C. § 3553(a).

7 5. I agree not to file any collateral attack on my conviction or sentence, including a petition  
8 under 28 U.S.C. § 2255 or 28 U.S.C. § 2241, except that I reserve my right to claim that my counsel was  
9 ineffective in connection with the negotiation of this Agreement or the entry of my guilty plea. I also  
10 agree not to seek relief under 18 U.S.C. §3582.

11 6. I agree not to ask the Court to withdraw my guilty plea at any time after it is entered. I  
12 understand that by entering into this Agreement: (a) I agree that the facts set forth in Paragraph 2 of this  
13 Agreement shall be admissible against me under Fed. R. Evid. 801(d)(2)(A) in any subsequent  
14 proceeding, including at trial, in the event I violate any of the terms of this Agreement, and (b) I  
15 expressly waive any and all rights under Fed. R. Crim. 11(f) and Fed. R. Evid. 410 with regard to the  
16 facts set forth in Paragraph 2 of this Agreement in any such subsequent proceeding. I understand that  
17 the government will not preserve any physical evidence obtained in this case.

18 7. I agree that the Court will use the Sentencing Guidelines to calculate my sentence. I  
19 understand that the Court must consult the Guidelines and take them into account when sentencing,  
20 together with the factors set forth in 18 U.S.C. § 3553(a). I also understand that the Court is not bound  
21 by the Guidelines calculations below, the Court may conclude that a higher Guidelines range applies to  
22 me, and, if it does, I will not be entitled, nor will I ask to withdraw my guilty plea. I agree that  
23 regardless of the sentence that the Court imposes on me, I will not be entitled, nor will I ask, to  
24 withdraw my guilty plea. I also agree that the Sentencing Guidelines offense level will be calculated as  
25 follows and that, other than asking for a variance under 18 U.S.C. § 3553, I will not ask for any other  
26 adjustment to or reduction in the offense level or for a downward departure from the Guidelines range as  
27 determined by the Court:

28 a. Pursuant to U.S.S.G. § 2E1.1(a), the base offense level for Count One is the  
greater of either: (1) 19 or; (2) the offense level applicable to the underlying

1 racketeering activity.

2 b. The underlying racketeering activity in Count One involves a murder-for-hire  
3 offense, firearms trafficking offenses, and a conspiracy to distribute 10 kilograms  
4 of cocaine. The murder-for-hire offense has an offense level of 32, pursuant to  
5 U.S.S.G. § 2E1.4; the firearms trafficking offenses have an offense level of 24,  
6 pursuant to U.S.S.G. § 2K2.1; and the drug conspiracy has an offense level of 30,  
7 pursuant to U.S.S.G. § 2D1.1. After applying the relevant grouping rules  
8 pursuant to U.S.S.G. § 3D1.4, these offenses have a combined total offense level  
9 of 35. Thus, the total offense level under U.S.S.G. § 2E1.1 for Count One is 35.

7 c. If I meet the requirements of U.S.S.G. § 3E1.1, I may be entitled to a three level  
8 reduction for acceptance of responsibility, provided that I forthrightly admit my  
9 guilt, cooperate with the Court and the Probation Office in any presentence  
10 investigation ordered by the Court, and continue to manifest an acceptance of  
11 responsibility through and including the time of sentencing

10 d. Adjusted offense level after acceptance: 32

11 I agree that a reasonable and appropriate disposition of this case, under the Sentencing  
12 Guidelines and 18 U.S.C. § 3553(a), and the sentence to which the parties have agreed, is as follows:  
13 between 60 and 96 months of imprisonment, 3 years of supervised release (with conditions to be fixed  
14 by the Court), a criminal fine as determined by the Court, a \$100 special assessment, and forfeiture as  
15 set forth below.

16 I agree and understand that this agreement and any plea of guilty I might enter pursuant to this  
17 plea agreement are contingent upon the entry of guilty pleas by my co-defendants, Brandon Jackson and  
18 Keith Jackson, in this case. I agree and understand that if either of those co-defendants fails to enter a  
19 guilty plea, this agreement and any proceedings pursuant to this agreement shall be withdrawn or  
20 voided.

21 8. I agree that regardless of any other provision of this Agreement, the government may and  
22 will provide the Court and the Probation Office with all information relevant to the charged offense and  
23 the sentencing decision. I agree that, based on the nature of the offense and my criminal history, the  
24 Court should impose the following special condition of supervised release which is reasonably related to  
25 deterrence and rehabilitation:

26 Special Condition (Searches)

27 The defendant shall submit his person, residence, office, vehicle, or any property under  
28 his control to a search. Such a search shall be conducted by a United States Probation  
Officer or any federal, state, or local law enforcement officer at any time with or without  
suspicion. Failure to submit to such a search may be grounds for revocation; the

1 defendant shall warn any residents that the premises may be subject to searches.

2 9. I agree that any fine, forfeiture, or restitution imposed by the Court against me will be  
3 immediately due and payable and subject to immediate collection by the government and I understand  
4 that the government may seek immediate collection of the entire fine, forfeiture, or restitution from any  
5 assets without regard to any schedule of payments imposed by the Court or established by the Probation  
6 Office. I agree that I will make a good faith effort to pay any fine, forfeiture, or restitution I am ordered  
7 to pay. Before or after sentencing, I will upon request of the Court, the government, or the Probation  
8 Office, provide accurate and complete financial information, submit sworn statements and give  
9 depositions under oath concerning my assets and my ability to pay, surrender assets I obtained as a result  
10 of my crimes, and release funds and property under my control in order to pay any fine, forfeiture, or  
11 restitution. I agree to pay the special assessment at the time of sentencing.

12 10. I agree not to commit or attempt to commit any crimes before sentence is imposed or  
13 before I surrender to serve my sentence. I also agree not to violate the terms of my pretrial release; not  
14 to intentionally provide false information to the Court, the Probation Office, Pretrial Services, or the  
15 government; and to comply with any of the other promises I have made in this Agreement. I agree not  
16 to have any contact with any victims or witnesses in this case, either directly or indirectly, before and  
17 after I am sentenced. This includes, but is not limited to, personal contact, telephone, mail, or electronic  
18 mail contact, or any other written form of communication, and includes any harassing, annoying, or  
19 intimidating conduct by me directed to any victims or witnesses. I agree that the Court may also include  
20 this no-contact provision as a condition of my supervised release term. I agree that if I fail to comply  
21 with any promises I have made in this Agreement, then the government will be released from all of its  
22 promises in this Agreement, including those set forth in the Government's Promises Section below, but I  
23 will not be released from my guilty plea.

24 I agree to remain in the custody of the United States Marshal pending my sentencing.

25 11. I agree that I have no interest in and will not oppose forfeiture of the following property  
26 ("subject property"):

- 27 (1) One 5.56 caliber AR-15 rifle with no serial number or manufacturer markings on  
28 lower receiver;  
(2) One 5.56 caliber AR-15 rifle with no serial number or manufacturer markings on



- 1 lower receiver, barrel marked "5.56 NATO 1/7 CL Palmetto", "Palmetto" marked  
on upper receiver and stock;
- 2 (3) One .44 caliber Smith and Wesson Revolver, serial number 173514 XRF# 94590;
- 3 (4) One .45 caliber Sturm Ruger handgun, serial number 661-43176;
- 4 (5) One .45 caliber Taurus revolver, serial number CW930492;
- 5 (6) One 9MM Calico firearm, serial number J000690;
- 6 (7) One AK-47 assault rifle, serial number 1983 AE4488;
- 7 (8) One 9MM Luger pistol, serial number D047677;
- 8 (9) One .233 caliber Bushmaster firearm, serial number CRB003689;
- 9 (10) One .45 caliber Springfield pistol, serial number N450080;
- 10 (11) One 9MM Luger pistol, serial number 17094;
- 11 (12) One AR-15 assault rifle with attached bipod, no serial number or manufacturing  
stamp;
- 12 (13) One 7.62 caliber SKS rifle, serial number 24023048N;
- 13 (14) One 7.62 caliber Norinco firearm, serial number 8808322;
- 14 (15) One 9MM Uzi semi-automatic firearm, serial number SA41977;
- 15 (16) One 9MM M-11 S.M.D. firearm, serial number 89-0007062;
- 16 (17) One .22 caliber Ruger carbine, serial number 123-20766;
- 17 (18) One Cobray pistol, with last six digits of serial number 007394;
- 18 (19) One 12-gauge Mossberg shotgun, serial number MV60079C;
- 19 (20) One .223 caliber Sturm Ruger rifle, serial number 580-75655;
- 20 (21) One Smith and Wesson handgun, serial number A170243;
- 21 (22) One Colt handgun, serial number SFA5458;
- 22 (23) One 7.62 caliber Clayco Sports rifle, serial number 105211;
- 23 (24) One 7.62 caliber SKS firearm, serial number 2697;
- 24 (25) One 7.62 caliber AK-47 rifle, serial number CM0605639;
- 25 (26) One .380 caliber Cobra M12;
- 26 (27) One .22LR caliber Smith and Wesson firearm, serial number DZR2321;
- 27 (28) One .45 caliber Ruger revolver, serial number 45-12226;
- 28 (29) One .357 caliber Smith and Wesson revolver, serial number AYL5133;
- (30) One .22 caliber revolver, serial number 69874;
- (31) One .223 caliber Daewoo DR-200 rifle bearing serial number RA001216;
- (32) One .40 caliber Ruger SR40 handgun, serial number 342-08483;
- (33) One .380 caliber Cobra FS380 semi-automatic pistol;
- (34) One .223 caliber Aero Precision X15 rifle with an obliterated serial number;
- (35) One Beretta Model 92FS, serial number BER252848Z
- (35) Approximately 496 rounds of ammunition of various caliber including shotgun  
shells;
- (36) Approximately Twenty (20) magazines including "extended" and drum-style  
magazines for ammunition of various calibers;
- (37) One speed loader;
- (38) One blue ballistic vest with yellow marking "FBI" manufactured by Point Blank,  
model Gold Flex-6 IIIA, Style VNG052;
- (39) One white ballistic vest manufactured by ABA, model XT3A-2;
- (40) One bullet-proof vest manufactured by International Armor, Model Type 2A;
- (41) One AK-47 scope;
- (42) One silencer;
- (43) Real property and improvements located at 5555 Merritt Drive, Concord, Ca.;
- (44) \$61,280.75 in United States Currency, 3710 Thai Bhat, 3,635 Chinese Yuan, 66  
Canadian Dollars, and 380 Hong Kong Dollars seized from 3430 Laguna Avenue,  
Apt. C, Oakland, CA on March 26, 2014;
- (45) \$228,420.00 seized from 133-43 37th Ave., Flushing, NY on March 25, 2014;
- (46) \$66,066.00 seized from 1370 24th Ave., San Francisco, CA on March 26, 2014;
- (47) \$98,791.00 seized from 999 87th St., Daly City, CA on March 26, 2014;
- (48) Equipment that facilitated the cultivation and distribution of marijuana seized at  
5804 Highland Avenue, Richmond, CA on February 20, 2014;

- 1 (49) Equipment that facilitated the cultivation and distribution of marijuana seized at  
5176 Judsonville Avenue, Antioch, CA on October 30, 2012;
- 2 (50) Electrical equipment, such as plant grow light bulbs, hoods, and electrical  
ballasts, seized from 555 Merritt Dr., Concord, CA on February 20, 2014;
- 3 (51) \$26,786.00 seized from 225 Jules Ave., San Francisco, CA on March 26, 2014;
- 4 (52) \$15,142.00 seized from 1116 St. Francis Dr., Concord, CA on March 26, 2014;
- 5 (54) \$8,006.00 seized from 991 Carolina St., San Francisco, CA on March 26, 2014;
- 6 (55) \$5,644.00 seized from 558 Broadway St., Apt. 8, San Francisco, CA on March  
26, 2014;
- 7 (56) \$3,452.00 seized from 353 King St., Apt. 720, San Francisco, CA on March 26,  
2014;
- 8 (57) \$2,717.00 seized from 128 Buxton Ave., South San Francisco, CA on March 26,  
2014;
- 9 (58) \$1,698.00 seized from James Pau at 133-43 37th Ave., Flushing, NY on March  
25, 2014;
- 10 (59) \$1,076.00 seized from Leslie Yun at 133-43 37th Ave., Flushing, NY on March  
25, 2014

11 I admit that the subject property constitutes proceeds from and/or property used to commit or  
12 facilitate the commission of the violations to which I am pleading guilty, and thus it is forfeitable to the  
13 United States pursuant to 18 U.S.C. § 924(d)(1), 18 U.S.C. § 982(a)(1), 18 U.S.C. § 1963, 21 U.S.C. §  
14 853, and the procedures outlined in Federal Rules of Criminal Procedure 32.2 and 21 U.S.C. § 853. I  
15 am the sole owner of the subject property. I relinquish any and all right, title, and interest I may have in  
16 the subject property, and I agree that such right, title, and interest can be forfeited to the United States  
17 without further notice to me. I also agree not to contest any administrative or judicial forfeiture  
18 proceeding (whether criminal, civil, state, or federal) that may be brought against said property. I  
19 further agree to waive all constitutional and statutory challenges in any manner (including direct appeal,  
20 habeas corpus, or any other means) on any ground, including that the forfeiture constitutes an excessive  
21 fine or punishment or that the forfeiture proceeding was brought in violation of any statute of  
22 limitations.

23 I agree to abandon any interest that I may have and consent to the forfeiture, destruction and/or  
24 any other lawful and appropriate disposition of all firearms or contraband seized by any law  
25 enforcement agency from my possession, or which were in my direct or indirect control, including but  
26 not limited to the firearms listed above.

27 12. I agree that this Agreement contains all of the promises and agreements between the  
28 government and me, and supersedes any other agreements, written or oral. No modification of this  
Agreement shall be effective unless it is in writing and signed by all parties.

1 13. I agree that the Agreement binds the U.S. Attorney's Office for the Northern District of  
2 California only, and does not bind any other federal, state, or local agency.

3 The Government's Promises

4 14. The government agrees to move to dismiss any open charges pending against the  
5 defendant in the captioned Second Superseding Indictment at the time of sentencing.

6 15. The government agrees not to file any additional charges against the defendant that could  
7 be filed as a result of the investigation that led to the captioned Second Superseding Indictment.

8 16. In accordance with paragraph 7 above, the government agrees to recommend a sentence  
9 of no more than 96 months' imprisonment, followed by a period of 3 years of supervised release, a \$100  
10 special assessment, and a fine at the low end of the applicable guideline range, unless the government  
11 determines at the time of sentencing that I lack the resources to pay such a fine.

12 The Defendant's Affirmations

13 17. I confirm that I have had adequate time to discuss this case, the evidence, and the  
14 Agreement with my attorney and that my attorney has provided me with all the legal advice that I  
15 requested.

16 18. I confirm that while I considered signing this Agreement, and at the time I signed it, I  
17 was not under the influence of any alcohol, drug, or medicine that would impair my ability to understand  
18 the Agreement.

19 19. I confirm that my decision to enter a guilty plea is made knowing the charges that have  
20 been brought against me, any possible defenses, and the benefits and possible detriments of proceeding  
21 to trial. I also confirm that my decision to plead guilty is made voluntarily, and no one coerced or  
22 threatened me to enter into this Agreement.

23 Dated: 7-1-15

  
MARLON DARRELL SULLIVAN  
Defendant

MELINDA HAAG  
United States Attorney

26 Dated: July 1, 2015

  
WILLIAM FRENTZEN  
SUSAN BADGER  
S. WAQAR HASIB  
Assistant United States Attorneys

1  
2 20. I have fully explained to my client all the rights that a criminal defendant has and all the  
3 terms of this Agreement. In my opinion, my client understands all the terms of this Agreement and all  
4 the rights my client is giving up by pleading guilty, and, based on the information now known to me, my  
5 client's decision to plead guilty is knowing and voluntary.

6 Dated: \_\_\_\_\_

7-1-15

  
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