

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

UNITED STATES OF AMERICA

v.

DAVID J. SANDERS

No. 16 CR 50032

Judge Frederick J. Kapala

PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, ZACHARY T. FARDON, and defendant DAVID J. SANDERS, and his attorney, BRENDAN CAVER, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(A), as more fully set forth below. The parties to this Agreement have agreed upon the following:

Charges in This Case

2. The indictment in this case charges defendant with attempted bank robbery and bank robbery, in violation of Title 18, United States Code, Section 2113(a) (Counts 1, 2 and 6), robbery affecting interstate commerce, in violation of Title 18, United States Code, Section 1951(a) (Count 3), using and carrying a firearm in furtherance of a crime of violence, in violation of Title 18, United States Code, Section 924(c)(a)(A) (Count 4), and possession of a firearm as a felon, in violation of Title 18, United States Code, Section 922(g)(1).

3. Defendant has read the charges against him contained in the indictment, and those charges have been fully explained to him by his attorney.

4. Defendant fully understands the nature and elements of the crimes with which he has been charged.

Charges to Which Defendant Is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following counts of the indictment: Count 2, which charges defendant with bank robbery, in violation of Title 18, United States Code, Section 2113(a); Count 3, which charges defendant with robbery affecting interstate commerce, in violation of Title 18, United States Code, Section 1951(a); and Count 4, which charges defendant with using and carrying a firearm in furtherance of a crime of violence, in violation of Title 18, United States Code, Section 924(c)(a)(A).

Factual Basis

6. Defendant will plead guilty because he is in fact guilty of the charges contained in Counts 2, 3, and 4 of the indictment. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt:

a. With respect to Count 2 of the indictment:

On May 31, 2016, at Rockford, in the Northern District of Illinois, Western Division, defendant, by force and violence and by intimidation, did take from the person and presence of bank employees, approximately \$2,260, belonging to and in the care, custody, control, management, and possession of BMO Harris Bank, 1480 South Alpine Road, Rockford, Illinois (BMO Harris Bank – 1480 South Alpine”), the

deposits of which were then insured by the Federal Deposit Insurance Corporation, in violation of Title 18, United States Code, Section 2113(a).

b. Specifically, as to Count 2 of the indictment, on May 31, 2016, at approximately 3:06 p.m., defendant, while wearing a black baseball hat with a white Chicago Bulls mascot on the front and white lettering on the back, a black hooded sweatshirt, black pants, and white shoes entered the BMO Harris Bank branch located at 2510 South Alpine Road, Rockford, Illinois (“BMO Harris Bank – 2510 South Alpine”). When defendant approached the teller counter, the branch manager asked defendant how she could help him. Defendant said he needed to make a withdrawal. The branch manager slid a savings slip to defendant for him to fill out. Defendant pulled a note out of his left pocket, and displayed it to the branch manager, while keeping his right hand covering the lower portion of his face. The note instructed the branch manager not to make any noises and that defendant had a gun. The note further demanded money. The branch manager told defendant that she was the manager and did not have access to the teller drawer. Defendant told the branch manager, “You need to get somebody who does.” The branch manager called the bank service manager over and defendant showed the service manager the note as well. The service manager told defendant that he also did not have any keys to the teller drawer. Defendant told the managers to find someone who has access to the drawer. When another bank employee came out of an employee door into the lobby, defendant left the teller counter with the note and walked out of the bank.

c. After leaving BMO Harris Bank – 2510 South Alpine, defendant entered BMO Harris Bank – 1480 South Alpine at approximately 3:17 p.m. After entering the bank, defendant approached the teller counter, and was greeted by the bank manager. Defendant handed the bank manager a note and pointed to it. On the note was written, “I have a gun give me 1000.” Defendant covered his face partially with his other hand. The bank manager said she could not give him money. The manager attempted to keep the note, but defendant took the note away from the manager. Defendant said, “I want \$1,000.” The manager then opened the teller drawer and when defendant saw the contents of the drawer, he said, “I want the 100s and 20s.” The manager gave defendant \$2,260.00 in United States Currency (USC) in \$20 and \$100 denominations. Defendant then left the bank. The money taken by defendant belonged to and was in the control and custody of BMO Harris Bank. On May 31, 2016, the deposits of BMO Harris Bank – 1480 South Alpine were insured by the Federal Deposit Insurance Corporation.

d. With respect to Count 3 of the indictment:

On or about June 11, 2016, at Rockford, in the Northern District of Illinois, Western Division, defendant, committed a robbery which obstructed, delayed and affected commerce and the movement of articles and commodities in commerce, as defined in Title 18, United States Code, Section 1951, in that the defendant, by use of actual and threatened force, violence, and fear of injury to the person of employees of Rockford Coin and Stamps, 4402 Center Terrace, Rockford, Illinois, took from the

presence of said employees, property consisting of approximately \$500 and a Remington 870 Magnum PCH 1 pistol-grip shotgun, belonging to, and in the custody, control, and possession of Rockford Coin and Stamps, Rockford, Illinois, a business then engaged in the sale of merchandise in interstate commerce, in violation of Title 18, United States Code, Section 1951(a).

e. With respect to Count 4 of the indictment:

On or about June 11, 2016, at Rockford, in the Northern District of Illinois, Western Division, defendant, during and in relation to a crime of violence, namely the offense described in Count Three of this indictment, knowingly used and carried a firearm, namely a Remington 870 Magnum PCH 1 pistol-grip shotgun, in violation of Title 18, United States Code, Section 924(c)(1)(A).

f. Specifically, as to Counts 3 and 4 of the indictment, on June 11, 2016 at approximately 1:12 p.m., defendant, while wearing a red "floppy" style fisherman hat, a black and red striped Polo style shirt, dark colored denim shorts and white tennis shoes entered Rockford Coin and Stamps, 4402 Center Terrace, Rockford, Illinois and spoke with the employees who were working. Defendant walked behind the display counter and obtained a Remington 870 Magnum PCH 1 pistol-grip shotgun ("Remington shotgun") with five live shells attached to the side of the shotgun in what is known as a side saddle shell holder that belonged to the Rockford Coin and Stamps. While holding the Remington shotgun, defendant approached an employee ("Employee A") and stated, "Don't do anything stupid. I want all your

money.” Employee A gave defendant approximately \$500 belonging to Rockford Coin and Stamps. Defendant fled the business with the money and the Remington shotgun.

7. Defendant, for purposes of computing his sentence under Guideline § 1B1.2, stipulates to having committed the following additional offense(s):

a. On or about May 31, 2016, at Rockford, in the Northern District of Illinois, Western Division, defendant, by force and violence and by intimidation attempted to take from the person and presence of bank employees, money belonging to and in the care, custody, control, management, and possession of the BMO Harris Bank, 2510 South Alpine Road, Rockford, Illinois, the deposits of which were then insured by the Federal Deposit Insurance Corporation, in violation of Title 18, United States Code, Section 2113(a).

b. On or about June 14, 2016, at Rockford, in the Northern District of Illinois, Western Division, defendant, by force and violence and by intimidation, took from the person and presence of bank employees, approximately \$3,010, belonging to and in the care, custody, control, management, and possession of PNC Bank, 4615 East State Street, Rockford, Illinois, the deposits of which were then insured by the Federal Deposit Insurance Corporation, in violation of Title 18, United States Code, Section 2113(a).

Maximum Statutory Penalties

8. Defendant understands that the charges to which he is pleading guilty carry the following statutory penalties:

a. Count 2 carries a maximum sentence of 20 years' imprisonment. Count 2 also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that with respect to Count 2 the judge also may impose a term of supervised release of not more than three years.

b. Count 3 carries a maximum sentence of 20 years' imprisonment. Count 3 also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that with respect to Count 3, the judge also may impose a term of supervised release of not more than three years.

c. Count 4 carries a maximum sentence of life imprisonment, and a statutory mandatory minimum sentence of 5 years. The sentence of imprisonment on Count 4 is required to be consecutive to any other sentence. Pursuant to Title 18, United States Code, Section 3561, defendant may not be sentenced to a term of probation on this count. Count 4 also carries a maximum fine of \$250,000. Defendant further understands that with respect to Count 4 the judge also may impose a term of supervised release of not more than five years.

d. Defendant further understands that the Court must order restitution to the victims of the offense in an amount determined by the Court. The Court also may order restitution to any persons as agreed by the parties.

e. In accord with Title 18, United States Code, Section 3013, defendant will be assessed \$100 on each count to which he has pled guilty, in addition to any other penalty or restitution imposed.

f. Therefore, under the counts to which defendant is pleading guilty, the total maximum sentence is life imprisonment, and the minimum sentence is 5 years' imprisonment. In addition, defendant is subject to a total maximum fine of \$750,000, or twice the gross gain or gross loss resulting from the offenses of conviction, whichever is greater, a period of supervised release or probation, and special assessments totaling \$300, in addition to any restitution ordered by the Court.

Sentencing Guidelines Calculations

9. Defendant understands that in determining a sentence, the Court is obligated to calculate the applicable Sentencing Guidelines range, and to consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), which include: (i) the nature and circumstances of the offense and the history and characteristics of the defendant; (ii) the need for the sentence imposed to reflect the seriousness of the offense, promote respect for the law, and provide just punishment for the offense, afford adequate deterrence to criminal conduct, protect the public from further crimes of the

defendant, and provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner; (iii) the kinds of sentences available; (iv) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and (v) the need to provide restitution to any victim of the offense.

10. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of the offense or at sentencing, whichever results in a lesser sentencing range. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the November 2016 Guidelines Manual.

b. **Offense Level Calculations.**

Count 2

i. The base offense level for Count 1 is 20, pursuant to Guideline § 2B3.1(a)(1).

ii. Pursuant to Guideline §2B3.1(b)(1), the offense level for Count 1 is increased by two levels to level 22, because the property of a financial institution was taken.

Count 3

iii. The base offense level for Count 3 is 20, pursuant to Guideline § 2B3.1(a)(1).

iv. Pursuant to Application Note 4 of Guideline § 2K2.1, the enhancement for the use of a firearm in the offense pursuant to Guideline § 2B3.1(b)(2) is not applied to Count 3 because defendant is also subject to sentence for Count 4 under Guideline § 2K2.4.

v. Pursuant to Guideline § 2B3.1(b)(6), the offense level for Count 3 is increased by 1 level to level 21, because a firearm was stolen as part of the offense.

Stipulated Offense Number 1 (Count 1)

vi. The base offense level for Stipulated Offense 1 is 20, pursuant to Guideline § 2B3.1(a)(1).

vii. Pursuant to Guideline §2B3.1(b)(1), the offense level for Stipulated Offense 1 is increased by two levels to level 22, because the property of a financial institution was taken.

Stipulated Offense Number 2 (Count 6)

viii. The base offense level for Stipulated Offense 2 is 20, pursuant to Guideline § 2B3.1(a)(1).

ix. Pursuant to Guideline §2B3.1(b)(1), the offense level for Stipulated Offense 2 is increased by two levels to level 22, because the property of a financial institution was taken.

Grouping

x. Pursuant to Guideline § 3D1.4(a), Count 2 and Stipulated Offenses 1 and 2 each comprise one unit as groups with the highest offense level (22). Count 3 also comprises one unit, because it is from 1 to 4 levels less serious than Count 2 and Stipulated Offenses 1 and 2. Together, Counts 2 and 3 and Stipulated Offenses 1 and 2 comprise 4 units, mandating a 4 level increase to Count 3, the group with the highest offense level, pursuant to Guideline § 3D1.4. Thus, defendant's combined offense level is 26.

xi. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine or restitution that may be imposed in this case, a two-level reduction in the offense level is appropriate.

xii. In accord with Guideline § 3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting

the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline § 3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government and stipulated below, defendant's criminal history points equal 13 and defendant's criminal history category is VI:

i. On September 28, 2012, in case number 2009 CF 46 in the Circuit Court of Boone County, Illinois, defendant was convicted of retail theft, a felony, and was sentenced to 180 days' imprisonment, resulting in the assignment of 2 criminal history points pursuant to Guideline § 4A1.1(b).

ii. On October 31, 2011, in case number 2009 CF 3600 in the Circuit Court of Boone County, Illinois, defendant was convicted of burglary, a felony, and was sentenced to 10 years' imprisonment, resulting in the assignment of 3 criminal history points pursuant to Guideline § 4A1.1(a).

iii. On May 18, 2004, in case number 2003 CF 1292 in the Circuit Court of Winnebago County, Illinois, defendant was convicted of forgery, a felony, and was sentenced to 4 years' imprisonment, resulting in the assignment of 3 criminal history points pursuant to Guideline § 4A1.1(a).

iv. On May 18, 2004, in case number 2004 CF 1110 in the Circuit Court of Boone County, Illinois, defendant was convicted of residential burglary, a felony, and was sentenced to 4 years' imprisonment, resulting in the assignment of 3 criminal history points pursuant to Guideline § 4A1.1(a).

v. Defendant receives two additional criminal history points pursuant to Guideline § 4A1.1(d), because he was on supervised release for the offense described in paragraph 10(c)(ii) above at the time he committed the offenses in this case.

d. Anticipated Advisory Sentencing Guidelines Range.

Therefore, based on the facts now known to the government, the anticipated offense level is 23, which, when combined with the anticipated criminal history category of VI, results in an anticipated advisory sentencing guidelines range of 92 to 115 months' imprisonment, in addition to any supervised release, fine, and restitution the Court may impose. Defendant also acknowledges that he is subject to a statutory minimum sentence of 5 years' imprisonment.

e. Defendant and his attorney and the government acknowledge that the above guidelines calculations are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that further review of the facts or applicable legal principles may lead the government to conclude that different or additional guidelines provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation

and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

11. Both parties expressly acknowledge that this Agreement is not governed by Fed. R. Crim. P. 11(c)(1)(B), and that errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

Agreements Relating to Sentencing

12. The government agrees to recommend that the Court impose a sentence of imprisonment within the applicable guideline range as to Counts 2 and 3, plus a mandatory consecutive sentence of 5 years' imprisonment on Count 4, and to make no further recommendation concerning what sentence of imprisonment should be imposed.

13. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

14. Regarding restitution, defendant acknowledges that the total amount of restitution owed to the victims is \$2,760, with \$2,260 owed to BMO Harris Bank, 1480 South Alpine Road, Rockford, Illinois and \$500 owed to Rockford Coin and Stamps, 4402 Center Terrace, Rockford, Illinois, minus any credit for funds repaid prior to sentencing, and that pursuant to Title 18, United States Code, Section 3663A, the Court must order defendant to make full restitution in the amount outstanding at the time of sentencing. Defendant also agrees to pay additional restitution, arising from the stipulated offense conduct set forth above, totaling \$3,010, less \$2,760 seized from defendant at the time of his arrest on June 14, 2016, to PNC Bank, 4615 East State Street, Rockford, Illinois, pursuant to Title 18, United States Code, Sections 3663(a)(3) and 3664.

15. Restitution shall be due immediately, and paid pursuant to a schedule to be set by the Court at sentencing. Defendant acknowledges that pursuant to Title 18, United States Code, Section 3664(k), he is required to notify the Court and the United States Attorney's Office of any material change in economic circumstances that might affect his ability to pay restitution.

16. Defendant agrees to pay the special assessment of \$300 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

17. Defendant agrees that the United States may enforce collection of any fine or restitution imposed in this case pursuant to Title 18, United States Code, Sections 3572, 3613, and 3664(m), notwithstanding any payment schedule set by the Court.

18. After sentence has been imposed on the counts to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the indictment as to defendant.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

19. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 16 CR 50032.

20. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other

federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

Waiver of Rights

21. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charges against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a

reasonable doubt and that it was to consider each count of the indictment separately. The jury would have to agree unanimously as to each count before it could return a verdict of guilty or not guilty as to that count.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, and considering each count separately, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

b. **Appellate rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to

trial, and may only appeal the validity of this plea of guilty and the sentence imposed. Defendant understands that any appeal must be filed within 14 calendar days of the entry of the judgment of conviction.

22. Defendant understands that by pleading guilty he is waiving all the rights set forth in the prior paragraphs, with the exception of the appellate rights specifically preserved above. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

Presentence Investigation Report/Post-Sentence Supervision

23. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope, and extent of defendant's conduct regarding the charges against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

24. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility

pursuant to Guideline § 3E1.1 and enhancement of his sentence for obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

25. For the purpose of monitoring defendant's compliance with his obligations to pay a fine and restitution during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

Other Terms

26. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine and restitution for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

27. Defendant understands that, if convicted, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

Conclusion

28. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

29. Defendant understands that his compliance with each part of this Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

30. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

31. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

32. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: _____

ZACHARY T. FARDON
United States Attorney

DAVID J. SANDERS
Defendant

JOSEPH C. PEDERSEN
Assistant U.S. Attorney

BRENDAN CAVER
Attorney for Defendant