



United States Department of Justice

William Ihlenfeld
United States Attorney's Office
Northern District of West Virginia

United States Courthouse
1125 Chapline Street
Suite 3000
Wheeling, WV 26003

Phone: (304) 234-0100
FAX: (304) 234-0111

Brian J. Kornbrath, Esq.
Federal Public Defender
230 West Pike Street
Huntington Bank, Suite 360
Clarksburg, WV 26301
VIA E-MAIL DELIVERY

February 7, 2024

FILED

FEB 12 2024

**U.S. DISTRICT COURT- WVND
WHEELING, WV 26003**

Re: United States v. Jeffrey James MORRIS, Criminal Action No. 5:23-CR-54

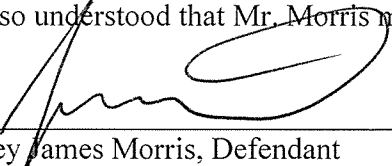
Dear Mr. Kornbrath:

This will confirm conversations with you concerning your client, Jeffrey James Morris (hereinafter referred to as "Defendant" or "Mr. Morris"). All references to the "Guidelines" refer to the guidelines established by the United States Sentencing Commission, effective November 1, 1987, as amended.

It is agreed between the United States and your client as follows:

1. Mr. Morris will plead guilty to Counts Five and Twenty of the Indictment, charging him with Wire Fraud, in violation of Title 18, United States Code, Section 1343 and Willful Failure to Pay Over Tax, in violation of Title 26, United States Code, Section 7202, respectively.


2. The maximum penalty to which Mr. Morris will be exposed by virtue of his plea of guilty to Count Five is: imprisonment for a term of not more than twenty (20) years, a fine of not more than \$250,000, and a term of supervised release of not more than three (3) years. The maximum penalty to which Mr. Morris will be exposed by virtue of his plea of guilty to Count Twenty is: imprisonment for a term of not more than five (5) years, a fine of not more than \$250,000, and a term of supervised release of not more than three (3) years. Mr. Morris will also be required to pay a mandatory special assessment of \$100.00, (Title 18, United States Code, Section 3013) on each count, which must be paid before the date of sentencing by money order, or certified check, made payable to the United States District Court. It is also understood that Mr. Morris might be required by the Court to pay the costs of his incarceration.



Jeffrey James Morris, Defendant

FEB. 8, 2024

Date



Brian J. Kornbrath, Esq.
Counsel for Defendant

FEB. 8, 2024

Date

3. Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the parties agree to the following binding term: **a sentence of imprisonment of not more than seventy-eight (78) months**. The parties are free to ask for any sentence up to 78 months of imprisonment. The Court will determine the amount of the supervised release and any fine. The parties understand that if the Court does not accept the binding provision of this paragraph, then Mr. Morris will have the right to withdraw his pleas of guilty.

4. Pursuant to Sections 6B1.4 and 1B1.3 of the Guidelines, the parties hereby stipulate and agree that the base offense level for Count Five is **Base Offense Level 7** pursuant to Section 2B1.1(a)(1) because the offense of conviction has a statutory maximum term of imprisonment of twenty years.

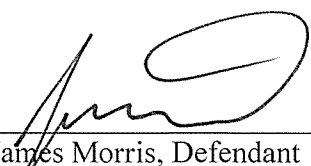
The parties agree to litigate, at the sentencing hearing, what specific offense characteristics are applicable to Count Five. In this regard, the defendant acknowledges that that government intends to argue and produced evidence at sentencing that the loss was more than \$3.5 million but not more than \$9.5 million (Section 2B1.1(b)(1)(J)), specifically approximately \$5.1 million. The defendant also acknowledges that the government is free to argue and produce evidence at sentencing that the offense resulted in substantial financial hardship to up to five or more but not 25 or more victims (Section 2B1.1(b)(2)(B)).

Moreover, the parties hereby stipulate and agree that the total relevant conduct of Count Twenty, as determined by the Tax Table under Section 2T4.1, is a **Base Offense Level 18 (more than \$250,000 but not more than \$550,00 of tax loss)** based upon a total tax loss of approximately **\$256,628.92** figured below in a. through e., for the defendant's 940 and 941 liability relating to Roxby Development, LLC, as follows:


- a. \$58,370.30 for 2022 (First Quarter);
- b. \$126,038.07 for 2022 (Second Quarter);
- c. \$51,384.30 for 2022 (Third Quarter);
- d. \$8,096.12 for 2022 (Fourth Quarter); and
- e. \$12,740.13 for 2023 (First Quarter).

Finally, the parties hereby stipulate and agree that Count Five and Count Twenty group pursuant to Section 3D1.2.


The parties understand that pursuant to Section 6B1.4(d), the Court is not bound by these stipulations, and if not accepted by the Court, Mr. Morris will not have the right to withdraw his plea of guilty.



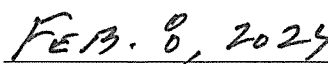
Jeffrey James Morris, Defendant



Brian J. Kornbrath, Esq.
Counsel for Defendant



Date

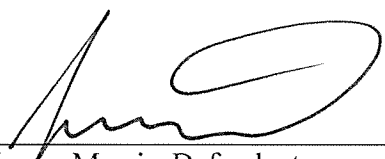


Date

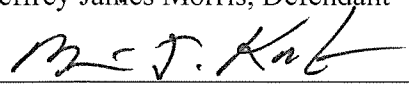
5. Regarding Count Five, Defendant agrees, pursuant to 18 U.S.C. § 3663(a)(3), to pay restitution of **\$5,129,113.32** to the individuals or entities in the sealed addendum to this plea agreement. Defendant agrees that this figure represents the total of his fraudulent conduct involved in Count Five and the relevant conduct thereof.

In aid of restitution, Mr. Morris further agrees as follows.

- a. Mr. Morris agrees to cause The Monastery, LLC to deed to SFT WV Investments, LLC the property known as The Mount Carmel Monastery, comprised of two parcels further described in Ohio County, West Virginia Deed Book 977 on or before the date of the sentencing hearing. Once transfer of title is accomplished, the United States agrees to give the defendant credit toward the restitution he owes to INVESTORI and to reduce the requested money judgment accordingly.
- b. Mr. Morris agrees to fully assist the United States in identifying and locating any assets to be applied toward restitution and to give signed, sworn statements and testimony concerning assets upon request of the United States.
- c. Mr. Morris will fully complete and execute, under oath, a Financial Statement and a Release of Financial Information on forms supplied by the United States.
- d. Mr. Morris agrees not to dispose of, transfer or otherwise encumber any real or personal property which he currently owns or in which she holds an interest.
- e. Mr. Morris agrees to fully cooperate with the United States in the liquidation of assets to be applied towards restitution, to execute any and all documents necessary to transfer title of any assets available to satisfy restitution, to release any and all right, title and interest he may have in and to such property, and waives his right to exemptions under the Federal Debt Collection Procedures Act upon levy against and the sale of any such property.
- f. Mr. Morris agrees not to appeal any order of the District Court imposing restitution unless the amount of restitution imposed exceeds the amount set forth in this plea agreement. However, nothing in this provision is intended to preclude the Court from ordering Mr. Morris to pay a greater or lesser sum of restitution in accordance with law.



Jeffrey James Morris, Defendant



Brian J. Kornbrath, Esq.
Counsel for Defendant

FEB. 8, 2024

Date

FEB. 8, 2024

Date

6. Regarding Count Twenty, and the tax relevant conduct, Defendant agrees to pay restitution to the Internal Revenue Service (“IRS”) in the total amount of **\$256,628.92**, pursuant to 18 U.S.C. § 3663(a)(3)

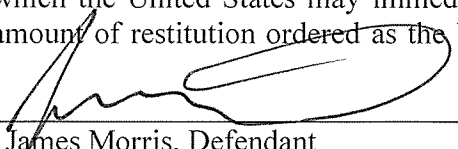
- a. Defendant agrees that the total amount of restitution to the IRS reflected in this agreement results from Defendant’s fraudulent conduct.
- b. The total amount of restitution to the IRS consists of the following:

Tax Quarters	Taxes Due and Owing (940 and 941 Liability relating to Roxby Development, LLC)
2022 (1Q)	\$58,370.30
2022 (2Q)	\$126,038.07
2022 (3Q)	\$51,384.30
2022 (4Q)	\$8,096.12
2023 (1Q)	\$12,740.13
Total	\$256,628.92

- c. Defendant agrees to pay Title 26 interest on the restitution amount to IRS; interest runs from the last date prescribed for payment of the relevant tax liability until the IRS receives payment in full. The government will provide an updated interest figure at sentencing. As of October 31, 2023, the penalties and interest figure is **\$269,847.66**, comprised as follows:

Tax Quarters	Penalties and Interest (940 and 941 Liability relating to Roxby Development, LLC)
2022 (1Q)	\$64,153.43
2022 (2Q)	\$133,787.67
2022 (3Q)	\$52,307.10
2022 (4Q)	\$7,857.63
2023 (1Q)	\$11,741.83
Total	\$269,847.66

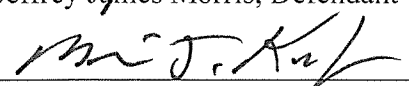
- d. Defendant agrees that restitution to the IRS is due and payable immediately after the judgment is entered and is subject to immediate enforcement, in full, by the United States. If the Court imposes a schedule of payments, Defendant agrees that the schedule of payments is a schedule of the minimum payment due, and that the payment schedule does not prohibit or limit the methods by which the United States may immediately enforce the judgment in full. The IRS will use the amount of restitution ordered as the basis for a civil assessment under 26 U.S.C. § 6201(a)(4).



 Jeffrey James Morris, Defendant

FEB. 8, 2024

 Date



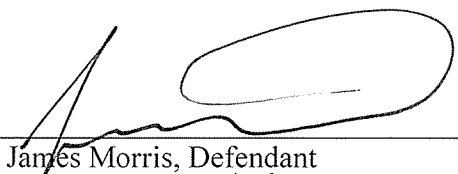
 Brian J. Kornbrath, Esq.
 Counsel for Defendant

FEB 8, 2024

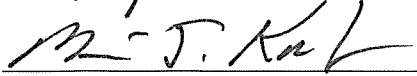
 Date

Defendant does not have the right to challenge the amount of this restitution-based assessment. See 26 U.S.C. § 6201(a)(4)(C). Neither the existence of a restitution payment schedule nor Defendant's timely payment of restitution according to that schedule will preclude the IRS from immediately collecting the full amount of the restitution-based assessment.

- e. Defendant is entitled to receive credit for restitution paid to the IRS pursuant to this plea agreement against those assessed civil tax liabilities due and owing for the same periods for which restitution was ordered. Defendant understands and agrees that the plea agreement does not resolve Defendant's civil tax liabilities, that the IRS may seek additional taxes, interest, and penalties from Defendant relating to the conduct covered by this plea agreement and for conduct relating to another time period, and that satisfaction of the restitution debt does not settle, satisfy, or compromise Defendant's obligation to pay any remaining civil tax liability. Defendant authorizes release of information to the IRS for purposes of making the civil tax and restitution-based assessments.
- f. Defendant understands that he is not entitled to credit with the IRS for any payment until the payment is received by the IRS.
- g. If full payment cannot be made immediately, Defendant agrees to make a complete and accurate disclosure to the IRS on forms prescribed by the IRS (including, but not limited to, IRS Form 433-A and Form 433-B, as appropriate), and to disclose to the IRS any and all additional financial information and financial statements provided to the probation office. Defendant also agrees to provide the above-described information to the probation office.
- h. If Defendant makes a payment of the agreed restitution prior to sentencing, the payment will be applied as a credit against the restitution ordered pursuant to this plea agreement. Unless directed otherwise, any and all pre-sentencing restitution payments should be sent to IRS Collection Manager, 16 Sterling Drive, Suite 201, Bridgeport, WV 26330.
- i. Defendant agrees to send all payments made pursuant to the court's restitution order to the Clerk of the Court. With each payment to the Clerk of the Court made pursuant to the District Court's restitution order, Defendant will provide the following information:
 - Defendant's name and Social Security Number;
 - The District Court and the docket number assigned to this case;
 - Tax year(s) or period(s) for which restitution has been ordered; and
 - A statement that the payment is being submitted pursuant to the District Court's restitution order.



Jeffrey James Morris, Defendant



Brian J. Kornbrath, Esq.
Counsel for Defendant

FEB. 8, 2024

Date

FEB. 8, 2024

Date

j. Defendant agrees to include a request that the Clerk of Court send the information, along with Defendant’s payments, to the IRS address below:

IRS – RACS
Attn: Mail Stop 6261, Restitution
333 W. Pershing Ave.
Kansas City, MO 64108

k. Defendant also agrees to send a notice of any payments made pursuant to this agreement, including the information listed in the previous paragraph to the IRS at the same address.

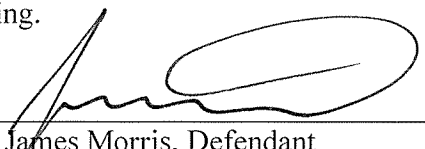
7. The defendant understands that the forfeiture of property will be part of the sentence imposed on Count Five in this case and agrees to the forfeiture of all property encompassed in the charging instrument’s Forfeiture Allegation.

The defendant stipulates that the amount of the proceeds of the offense conduct underlying Count Five is **\$5,129,113.32** and agrees to the entry of a forfeiture personal money judgment in that amount.

The defendant stipulates that substitute property is subject to forfeiture because, as a result of the defendant’s acts and omissions, all property subject to direct forfeiture is not available for forfeiture for the reasons described in 21 U.S.C. § 853(p)(1), subparagraphs (A) – (E). Until the value of such property subject to direct forfeiture has been forfeited, the defendant will not contest the forfeiture of any substitute asset the government seeks to forfeit. In this regard, if the defendant does not comply with Paragraph 5a above, which requires him to cause The Monastery, LLC to deed to SFT WV Investments, LLC the property known as The Mount Carmel Monastery, comprised of two parcels further described in Ohio County, West Virginia Deed Book 977 on or before the date of the sentencing hearing, then the defendant agrees and consents to the forfeiture of The Mount Carmel Monastery as substitute property.

Notwithstanding any provision in this agreement, any statute, or any rule to the contrary, any property that would otherwise be subject to forfeiture shall not be exempted therefrom because a statement by the defendant referred to, identified, or led to the identification nor location of such property.

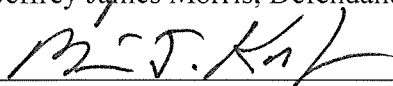
By signing this agreement, the defendant hereby withdraws any claim the defendant may have filed in any administrative forfeiture action and agrees to the entry of a Declaration of Forfeiture. The defendant also agrees to consent to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, the announcement of the forfeiture at sentencing, and the incorporation of the forfeiture in the judgment. The defendant agrees to take all steps as requested by the United States to pass clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding.



Jeffrey James Morris, Defendant

FEB. 8, 2024

Date



Brian J. Kornbrath, Esq.
Counsel for Defendant

FEB. 8, 2024

Date

The defendant also waives all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this plea agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The defendant further waives any failure by the Court to advise the defendant of the applicable forfeiture at the time the guilty plea is accepted as required by Rule 11(b)(1)(J).

The United States agrees to make a non-binding recommendation to the Money Laundering and Asset Recovery Section (“MLARS”) at the Department of Justice that any monies obtained from the defendant through forfeiture be distributed to the victims of the offense in accordance with any restitution order entered in this case.


8. As the factual basis for the guilty pleas, the parties hereby stipulate and agree to the following facts.

a. Count Five (Wire Fraud Offense).

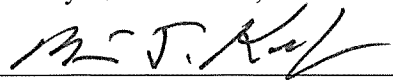
During the period of December 2019 to June 2021, the defendant created The Monastery, LLC, Roxby Development, LLC (“Roxby Development”), and Roxby McLure, LLC. The defendant subsequently caused The Monastery, LLC to purchase The Mount Carmel Monastery, Roxby Development to purchase The Scottish Rite Cathedral, and Roxby McLure, LLC to purchase The McLure Hotel. The companies were funded primarily through investment loans, totaling at least approximately \$6.9 million from at least approximately 20 investors.

During the charged period, the defendant obtained money and property by means of materially false and fraudulent pretenses, representations, and promises, and for this purpose, did transmit and cause others to transmit interstate wires.

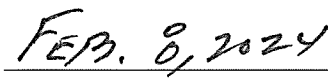
Regarding Count Five, on or about December 18, 2020, the defendant sent an email to INVESTOR1, who had invested and would continue to invest in The Scottish Rite Cathedral. The defendant attached to the email two lease agreements for The Scottish Rite Cathedral, purportedly signed by the principals of Adventures in Elegance, LLC and Saira Hospitality Inc., for a total monthly rent of approximately \$10,350, when he knew he had not reached any such agreements with the companies for any amount of rent and that INVESTOR1 would be providing this information and documentation to a prospective investor, INVESTOR2, who subsequently invested in The Scottish Rite Cathedral, having relied in good faith on this information and documentation. The subject email involved a wire transmission that originated in the Northern District of West Virginia and traveled to a place outside the State of West Virginia.



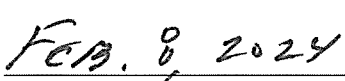
Jeffrey James Morris, Defendant



Brian J. Kornbrath, Esq.
Counsel for Defendant



Date



Date

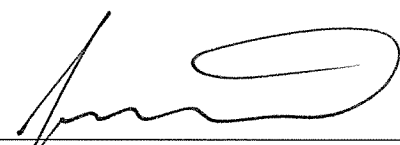
b. Count Twenty (Tax Offense and Relevant Conduct).

At all times relevant to the Indictment, Roxby Development withheld taxes from its employees' paychecks, including federal income taxes, Medicare and social security taxes often referred to as Federal Insurance Contribution Act or "FICA" taxes, referred to herein as "payroll taxes." At all times relevant to the Indictment, Roxby Development was required to make deposits of the payroll taxes to the IRS on a periodic basis. At all times relevant to the Indictment, the defendant was a "responsible person," that is, he had the corporate responsibility to collect, truthfully account for, and pay over Roxby Development's payroll taxes. In the calendar years 2022 and 2023, Roxby Development withheld payments from its employees' paychecks. However, beginning in approximately April 2022, Roxby Development made no payments to the IRS, which were due on or before April 30, 2022. In total, during the five calendar quarters alleged in Counts 19 through 23 of the Indictment, Roxby Development failed to account for and pay over approximately \$163,000 in payroll taxes.

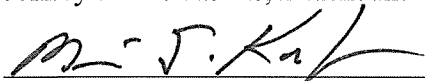
Regarding Count Twenty, on or about July 31, 2022, the defendant willfully caused Roxby Development to fail to pay over to the IRS payroll taxes withheld from its employees' paychecks, which taxes totaled \$80,287.26 for the second quarter of 2022.

At all times relevant to the Indictment, Roxby Development was required to match the FICA taxes withheld from its employees' paychecks and make deposits of these taxes to the IRS on a periodic basis, referred to herein as "FICA employer's matching taxes." Beginning in approximately April 2022, Roxby Development made no payments of the FICA employer's matching taxes to the Internal Revenue Service, which were due on or before April 30, 2022. In total, during the five calendar quarters alleged in Counts 24 through 28 of the Indictment, Roxby Development failed to pay approximately \$89,000 in FICA employer's matching taxes.

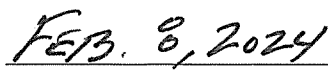
At all times relevant to the Indictment, Roxby Development was required to pay Federal Unemployment Tax Act ("FUTA") taxes to the IRS on a periodic basis. Beginning in approximately April 2022, Roxby Development, having undeposited FUTA tax more than \$500, made no FUTA tax deposits with the IRS, which were due on or before April 30, 2022. In total, during the first two calendar quarters in 2022, Roxby Development failed to pay approximately \$3,200 in FUTA taxes.



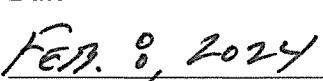
Jeffrey James Morris, Defendant



Brian J. Kornbrath, Esq.
Counsel for Defendant



Date



Date

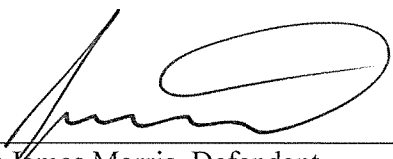
9. Mr. Morris waives any right to have sentencing determinations made by a jury and for a jury determination of any and all facts relevant to the application of the United States Sentencing Guidelines provisions and consents to the application of the Guidelines, in conformity with United States v. Booker, 543 U.S. 220 (2005), and to a determination of any and all facts and a resolution of the application of any and all Guidelines factors by the United States District Judge. Mr. Morris further agrees that the District Judge should make any sentencing determinations, including, but not limited to, Guidelines determinations, using the preponderance of the evidence standard.

10. Mr. Morris will be completely forthright and truthful about all inquiries made of him and will give signed, sworn statements and testimony, including but not limited to, appearances at grand jury, trial, sentencing and other proceedings. Mr. Morris will agree to submit to a polygraph examination if requested to do so by the United States Attorney's Office for the Northern District of West Virginia.

11. Nothing contained in any statement or any testimony given by Defendant, pursuant to Paragraph 10, will be used against him as the basis for any subsequent prosecution. Defendant understands that the use immunity granted in this agreement does not cover any statements or admissions that he committed, or was directly involved in committing, a crime of violence. This means that such statements or admissions can be used against the Defendant in any state or federal prosecution. In this regard, Defendant admits that, prior to the proffer, pursuant to Miranda v. Arizona, 384 U.S. 436 (1996), he has been adequately advised and warned that any admission that he committed, or was directly involved in committing, a crime of violence, other than the threats alleged in the Indictment, is not covered by the use immunity under this agreement. It is further understood that any information obtained from Defendant in compliance with this cooperation agreement will be made known to the sentencing court; however, pursuant to Guideline 1B1.8, such information may not be used by the Court in determining Defendant's applicable guideline range.

This agreement does not prevent Defendant from being prosecuted for any violations of other Federal and state laws he may have committed should evidence of any such violations be obtained from an independent legitimate source, separate and apart from that information and testimony being provided by him pursuant to this agreement.

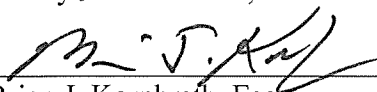
In addition, nothing contained in this agreement shall prevent the United States from prosecuting Defendant for perjury or the giving of a false statement to a federal agent, if such a situation should occur by virtue of him fulfilling the conditions of Paragraph 10 above.



Jeffrey James Morris, Defendant

FEB. 8, 2024

Date



Brian J. Kornbrath, Esq.
Counsel for Defendant

FEB. 8, 2024

Date


12. At final disposition, the United States will advise the Court of Mr. Morris's forthrightness and truthfulness, or failure to be forthright and truthful, and ask the Court to give the same such weight as the Court deems appropriate. At the sentencing hearing, the United States will move to dismiss the remaining counts of the Indictment as they pertain to this defendant.

13. As part of this plea agreement and based upon the concessions of the United States in this plea agreement, Mr. Morris knowingly, willingly, and voluntarily gives up the right to seek any additional discovery regarding guilt. Further, Mr. Morris knowingly, willingly, and voluntarily waives all pending requests for discovery regarding guilt.

14. Although this agreement contains a binding term regarding imprisonment, the United States will make the following nonbinding recommendations: 1) if Mr. Morris accepts responsibility, and if the probation office recommends a two-level reduction for "acceptance of responsibility," as provided by Guideline 3E1.1, the United States will concur in the recommendation; and 2) should Mr. Morris give timely and complete information about his own involvement and provide timely notice of his intent to plead guilty, permitting the United States to avoid trial preparation, and comply with all the requirements of this Agreement, the United States will recommend, if applicable, an additional one-level reduction for this "timely acceptance" of responsibility. In order to be eligible for this timely acceptance of responsibility, **Mr. Morris must execute this Plea Agreement on or before 5:00 p.m., February 8, 2024**, and return or fax an executed copy to the United States by that day and time.

15. Mr. Morris is aware that 18 U.S.C. § 3742 affords a defendant the right to appeal the sentence imposed. Acknowledging this, and in exchange for the concessions made by the United States in this plea agreement, the defendant waives the following rights, if the Court sentences him pursuant to Paragraph 3 of this agreement:

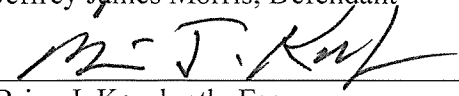
- a. Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or any other statute or constitutional provision, to appeal the Defendant's conviction on any ground whatsoever. This includes a waiver of all rights to appeal the Defendant's conviction on the ground that the statute(s) to which the defendant is pleading guilty is unconstitutional, or on the ground that the admitted conduct does not fall within the scope of the statute(s).
- b. Defendant knowingly and expressly waives all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed (including any fine, term of supervised release, or order of restitution) for any reason (including the establishment of the advisory sentencing guidelines range, the determination of the defendant's criminal history, the weighing of the sentencing factors, and any constitutional challenges to the calculation and imposition of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release).



Jeffrey James Morris, Defendant



Date



Brian J. Kornbrath, Esq.
Counsel for Defendant



Date

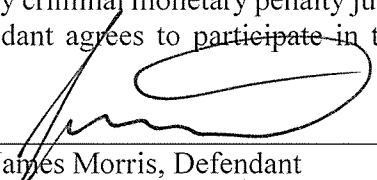
- c. Defendant knowingly waives all right to challenge the conviction or the sentence which is within the maximum provided in the statute of conviction or the manner in which it was determined in any post-conviction proceeding, including any proceeding under 28 U.S.C. § 2255.

Nothing in this paragraph, however, will act as a bar to the defendant perfecting any legal remedies he may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel or prosecutorial misconduct. The defendant agrees that there is currently no known evidence of ineffective assistance of counsel or prosecutorial misconduct.

This waiver of appellate rights is not intended to represent the defendant's estimation of what an appropriate or reasonable sentence would or should be. Nor does this waiver of rights prevent the defendant from arguing for a sentence below the Guideline range at sentencing. The United States waives its right to appeal any sentence within the applicable advisory Guideline range. Both parties have the right during any appeal to argue in support of the sentence.

16. The United States reserves the right to provide to the Court and the United States Probation Office, in connection with any presentence investigation that may be ordered pursuant to Rule 32(c) of the Federal Rules of Criminal Procedure, or in connection with the imposition of sentence should the Court, pursuant to Rule 32(c)(1), not order a presentence investigation, relevant information, including information regarding Mr. Morris's background, criminal record, the offenses charged in the Indictment and other pertinent data appearing at Rule 32(c)(2) of the Federal Rules of Criminal Procedure, as will enable the Court to exercise its sentencing discretion. The United States also retains the right to respond to any questions raised by the Court, to correct any inaccuracies or inadequacies in the anticipated presentence investigation report to be prepared by the Probation Office of the Court, and to respond to any written or oral statements made to the Court by Mr. Morris or his counsel.

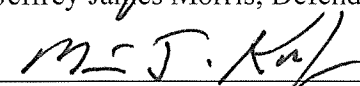
17. The defendant agrees that all monetary penalties imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States as provided in 18 U.S.C. § 3613. Furthermore, the defendant agrees to provide all requested financial information to the United States and the U.S. Probation Office and agrees to participate in a pre-sentencing debtor examination if requested by the U.S. Attorney's Office. The defendant also authorizes the Financial Litigation Unit in the U.S. Attorney's Office to access the defendant's credit report from any major credit reporting agency prior to sentencing to assess her financial condition for sentencing purposes. The defendant agrees to complete a financial statement, under penalty of perjury, and to submit the financial statement on the date specified and in accordance with instructions provided by the U.S. Attorney's Office. The defendant further agrees that any schedule of payments imposed by the Court represents the defendant's minimal financial obligation and shall not constitute the only method available to the United States to enforce or collect any criminal monetary penalty judgment. If the defendant is sentenced to a period of incarceration, the defendant agrees to participate in the Federal Bureau of Prisons' Inmate Financial Responsibility



Jeffrey James Morris, Defendant

FEB. 8, 2024

Date



Brian J. Kornbrath, Esq.
Counsel for Defendant

FEB. 8, 2024

Date

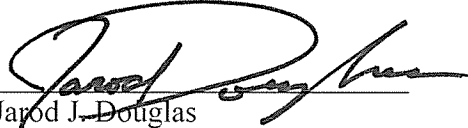
Program, even if the Court does not specifically direct participation. In addition, the defendant agrees that the United States, through the Financial Litigation Unit, may submit any unpaid criminal monetary penalty to the United States Treasury for offset in accordance with the Treasury Offset Program, regardless of the defendant's payment status or history at that time.

18. If the defendant's plea is not accepted by the Court or is later set aside or if he breaches any part of this Agreement, then the Office of the United States Attorney will have the right to withdraw any sentencing recommendations and/or to void this Agreement.

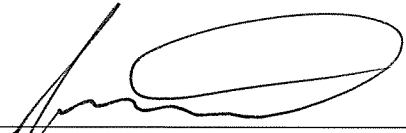
19. The above eighteen (18) paragraphs constitute the entire agreement between Mr. Morris and the United States of America in this matter. **There are no agreements, understandings or promises between the parties other than those contained in this Agreement.**

Very truly yours,

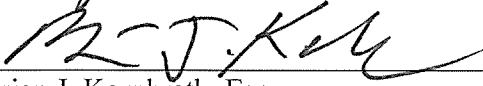
WILLIAM IHLENFELD
United States Attorney

By: 
Jared J. Douglas
Assistant United States Attorney

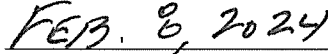
As evidenced by my signature at the bottom of the twelve (12) pages of this letter agreement, I have read and understand the provisions of each paragraph herein and, hereby, fully approve of each provision.



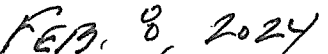
Jeffrey James Morris, Defendant



Brian J. Kornbrath, Esq.
Counsel for Defendant



Date



Date