

FILED

IN THE UNITED STATES DISTRICT COURT
ALBUQUERQUE, NEW MEXICO

FOR THE DISTRICT OF NEW MEXICO

JAN 17 2025

UNITED STATES OF AMERICA,

Plaintiff,

vs.

JAREMY ALEXANDER SMITH,

Defendant.

MITCHELL R. ELFERS
CLERK

Cr. No. 24-0434 JB

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(C), Fed. R. Crim. P., the parties notify the Court of the following agreement between the United States of America, by the United States Attorney for the District of New Mexico, and the Defendant, **JAREMY ALEXANDER SMITH**, with the advice and counsel of his attorneys, Theresa Duncan and Assistant Federal Public Defenders Devon Fooks and Daniel Snyder. This agreement is limited to the United States Attorney's Office for the District of New Mexico and does not bind any other federal, state, or local agencies or prosecuting authorities, unless otherwise stated herein. The United States has filed a notice of intent not to seek the death penalty, and as such the death penalty is not an available punishment, pursuant to the terms in this agreement. The minimum and maximum available penalty is life imprisonment without the possibility of parole.

REPRESENTATION BY COUNSEL

1. The Defendant understands the Defendant's right to be represented by an attorney and is so represented. The Defendant has thoroughly reviewed all aspects of this case with the Defendant's attorney and is fully satisfied with that attorney's legal representation.

RIGHTS OF THE DEFENDANT

2. The Defendant further understands the Defendant's rights:
- a. to plead not guilty, or having already so pleaded, to persist in that plea;
 - b. to have a trial by jury; and
 - c. at a trial:
 - i. to confront and cross-examine adverse witnesses,
 - ii. to be protected from compelled self-incrimination,
 - iii. to testify and present evidence on the Defendant's own behalf, and
 - iv. to compel the attendance of witnesses for the defense.

WAIVER OF RIGHTS AND PLEA OF GUILTY

3. The Defendant agrees to waive these rights and to plead guilty to the following charges in the Indictment:

- a. **Count One:** 18 U.S.C. § 2119(3): Carjacking Resulting in Death;
- b. **Count Two:** 18 U.S.C. §§ 924(c)(1)(A)(iii) and (j)(1): Using and Carrying a Firearm During and in Relation to a Crime of Violence, and Possessing a Firearm in Furtherance of Such Crime; Discharging Said Firearm; and Causing Death Through Use and Possession of a Firearm;
- c. **Count Three:** 18 U.S.C. § 1201(a)(1): Kidnapping Resulting in Death;
- d. **Count Four:** 18 U.S.C. §§ 922(g)(1), (g)(2), and 924: Prohibited Person in Possession of a Firearm; and
- e. **Count Five:** 18 U.S.C. § 922(j): Possession of a Stolen Firearm.

SENTENCING

4. The Defendant understands that the minimum and maximum penalties provided by law for these offenses are:

Count 1: 18 U.S.C. § 2119(3): Carjacking Resulting in Death

- a. imprisonment for any number of years up to life, or sentenced to death;
- b. a fine not to exceed the greater of \$250,000.00 or twice the pecuniary gain to the Defendant or pecuniary loss to the victim;
- c. a term of supervised release of not more than five years to follow any term of imprisonment. (If the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release.);
- d. a mandatory special penalty assessment of \$100.00; and
- e. restitution as may be ordered by the Court.

Count 2: 18 U.S.C. §§ 924(c)(1)(A)(iii) and (j)(1): Using and Carrying a Firearm During and in Relation to a Crime of Violence, and Possessing a Firearm in Furtherance of Such Crime; Discharging Said Firearm; and Causing Death Through Use and Possession of a Firearm

- a. imprisonment for a period of not less than 10 years and up to life; or sentenced to death;
- b. a fine not to exceed the greater of \$250,000.00 or twice the pecuniary gain to the Defendant or pecuniary loss to the victim;

- c. a term of supervised release of not more than five years to follow any term of imprisonment. (If the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release.);
- d. a mandatory special penalty assessment of \$100.00; and
- e. restitution as may be ordered by the Court.

Count 3: 18 U.S.C. § 1201(a)(1): Kidnapping Resulting in Death

- a. mandatory life imprisonment without the possibility of parole, or sentenced to death;
- b. a fine not to exceed the greater of \$250,000.00 or twice the pecuniary gain to the Defendant or pecuniary loss to the victim;
- c. a mandatory special penalty assessment of \$100.00; and
- d. restitution as may be ordered by the Court.

Count 4: 18 U.S.C. §§ 922(g)(1), (g)(2), and 924: Prohibited Person in Possession of a Firearm

- a. imprisonment for a period of not more than 15 years;
- b. a fine not to exceed the greater of \$250,000.00 or twice the pecuniary gain to the Defendant or pecuniary loss to the victim;
- c. a term of supervised release of not more than three years to follow any term of imprisonment. (If the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised

release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release.);

- d. a mandatory special penalty assessment of \$100.00; and
- e. restitution as may be ordered by the Court.

Count 5: 18 U.S.C. § 922(j): Possession of a Stolen Firearm

- a. imprisonment for a period of not more than 10 years;
- b. a fine not to exceed the greater of \$250,000.00 or twice the pecuniary gain to the Defendant or pecuniary loss to the victim;
- c. a term of supervised release of not more than three years to follow any term of imprisonment. (If the Defendant serves a term of imprisonment, is then released on supervised release, and violates the conditions of supervised release, the Defendant's supervised release could be revoked — even on the last day of the term — and the Defendant could then be returned to another period of incarceration and a new term of supervised release.);
- d. a mandatory special penalty assessment of \$100.00; and
- e. restitution as may be ordered by the Court.

5. The parties recognize that the federal sentencing guidelines are advisory and that the Court is required to consider them in determining the sentence it imposes. The Defendant further recognizes that while the Defendant's attorney may have made a prediction or estimate of the sentence that the Court may impose, the Defendant understands that the Court is not bound by any such estimate or prediction.

ELEMENTS OF THE OFFENSE

6. If this matter proceeded to trial, the Defendant understands that the United States would be required to prove, beyond a reasonable doubt, the following elements for violations of the charges listed below:

Count 1: 18 U.S.C. § 2119(3): Carjacking Resulting in Death

- First:* The Defendant intentionally took a motor vehicle from a person;
- Second:* The Defendant did so by means of force and violence, or by intimidation;
- Third:* The motor vehicle had been shipped in interstate or foreign commerce;
- Fourth:* The Defendant intended to cause death or serious bodily harm; and
- Fifth:* Death resulted from the Defendant's conduct.

Count 2: 18 U.S.C. §§ 924(c)(1)(A)(iii) and (j)(1): Using and Carrying a Firearm During and in Relation to a Crime of Violence, and Possessing a Firearm in Furtherance of Such Crime; Discharging Said Firearm; and Causing Death Through Use and Possession of a Firearm

- First:* The Defendant committed a crime of violence, that is, Carjacking, as charged in Count 1 of the Indictment;
- Second:* The Defendant either:
- knowingly used and carried a firearm during and in relation to the crime of violence, or
 - knowingly possessed a firearm in furtherance of the crime of violence;
- Third:* The firearm was discharged; and
- Fourth:* The Defendant caused the death of a person through the use of the firearm and constituted murder as defined in 18 U.S.C. § 111.

Count 3: 18 U.S.C. § 1201(a)(1): Kidnapping Resulting in Death

- First:* The Defendant, unlawfully and willfully kidnapped a person by seizing, confining, abducting, carrying away, or holding for some purpose or benefit;
- Second:* The Defendant used an instrumentality of interstate or foreign commerce in committing or in furtherance of the offense; and
- Third:* Death resulted from the commission of the offense

Count 4: 18 U.S.C. §§ 922(g)(1), (g)(2), and 924: Prohibited Person in Possession of a Firearm

- First:* The Defendant knowingly possessed a firearm;
- Second:* The Defendant was convicted of a felony, that is, a crime punishable by imprisonment for a term exceeding one year, before he possessed the firearm;

OR

- Second:* The Defendant was a fugitive from justice, that is, the Defendant had fled from any state to avoid prosecution for a crime;
- Third:* The Defendant knew that he had been previously convicted of a felony;

OR

- Third:* The Defendant knew that he was a fugitive from justice;
- Fourth:* Before the Defendant possessed the firearm, it had moved at some time from one state to another.

Count 5: 18 U.S.C. § 922(j): Possession of a Stolen Firearm

- First:* The Defendant knowingly possessed, concealed, stored, or disposed of a firearm;
- Second:* The Defendant knew or had reasonable cause to believe that the firearm was stolen; and
- Third:* The firearm has been shipped or transported in interstate or foreign commerce, either before or after it had been stolen.

DEFENDANT'S ADMISSION OF FACTS

7. By my signature on this plea agreement, I am acknowledging that I am pleading guilty because I am, in fact, guilty of the offenses to which I am pleading guilty. I recognize and accept responsibility for my criminal conduct. Moreover, in pleading guilty, I acknowledge that if I chose to go to trial instead of entering this plea, the United States could prove facts sufficient to establish my guilt of the offenses to which I am pleading guilty beyond a reasonable doubt, including any facts alleged in the indictment that establish or increase the statutory minimum or maximum penalties. I specifically admit the following facts related to the charges against me, and declare under penalty of perjury that all of these facts are true and correct:

The Murder of Officer John Doe

While outside of the territorial boundaries of the state of New Mexico, I stole a Taurus GX4 9mm pistol with serial number GC42386 and drove a white BMW to New Mexico. I kept the stolen Taurus 9mm pistol firearm with me into New Mexico.

At approximately 3:30 a.m. on March 15, 2024, while still driving the white BMW on Interstate 40, I crossed into the State of New Mexico. Approximately one hour later, while in Quay County, New Mexico, the white BMW experienced a flat tire which rendered it inoperable. After stopping the vehicle on the westbound shoulder of Interstate 40, I exited the white BMW and unsuccessfully attempted to flag passing motorists for assistance. After a short time, I re-entered the driver's seat of the white BMW, and watched as a New Mexico State Police officer pulled behind the white BMW with its lights flashing.

After noticing the flashing lights, I exited the white BMW and approached the

passenger window of the police cruiser where I saw Officer John Doe in the driver's seat. I explained to Officer John Doe that I had a flat tire, and Officer John Doe offered to drive me into the nearest town. At that point, and while still standing at the passenger window of the police cruiser, I shot Officer John Doe once in the head with the Taurus 9mm firearm. I then walked from the passenger side window of Officer John Doe's police cruiser, around the front of the car, to the driver's side window and shot Officer John Doe two additional times. I fired all three shots with the intent to cause death and serious bodily injury to Officer John Doe.

After shooting Officer John Doe, I opened the driver's side door of the police cruiser, entered the driver's seat, and intentionally drove westbound on Interstate 40 with the emergency lights still flashing. Officer John Doe was still in the vehicle when I drove off, and my purpose for driving the police cruiser from the scene was to facilitate my escape. With Officer John Doe still inside the police cruiser, I drove for approximately four minutes and 24 seconds on U.S. Interstate 40 before exiting on a frontage road. I drove for less than one minute on the frontage road before stopping the police cruiser at a remote location. After stopping the vehicle, I removed Officer John Doe from the police cruiser and left him lying face up on the roadway. I then re-entered the police cruiser and drove from the scene.

I have been advised, and do not dispute, that approximately one hour later law enforcement officers located Officer John Doe at the exact spot where I left him. Further, I have been advised, and do not dispute, that Officer John Doe was still alive when he was found by law enforcement. Additionally, I have been advised, and do not dispute, that Officer John Doe was pronounced dead by medical personnel at approximately 7:16 a.m.

on March 15, 2024. Finally, I have been advised, and do not dispute, that a subsequent autopsy concluded that the death of Officer John Doe was caused by gunshot wounds to the head and neck, all of which I inflicted.

The carjacking, kidnapping, and murder of Officer John Doe described above all occurred within the District of New Mexico.

After depositing Officer John Doe as described above, I continued driving his police cruiser for some distance until crashing it. Afterward, I fled on foot until eventually stealing a Ford Ranger pickup truck and driving it to Bernalillo County, New Mexico, where I was arrested on March 17, 2024. I maintained possession and control of the Taurus 9mm firearm from the time I entered the District of New Mexico on March 15, 2024, until just before my arrest on March 17, 2024, when I attempted to conceal the weapon by tossing it over a fence.

Interstate Nexus and Related Elements

I have been advised, and do not dispute, that law enforcement conducted an investigation into the Taurus GX4 9mm handgun with serial number GC42386 and determined that it was manufactured in the State of Florida. Further, the Taurus 9mm firearm was designed to and could expel a projectile by the action of an explosive, as evidenced by my using it to murder Officer John Doe.

I have been advised, and do not dispute, that Officer John Doe's police cruiser, a 2021 Ford Explorer with VIN# 1FM5K8AB0MGC25073, which I carjacked and used to commit and further the kidnapping of Officer John Doe, was obtained by the New Mexico Department of Public Safety in 2021 via a dealership in Colorado. Additionally, I have been advised, and do not dispute, that the 2021 Ford Explorer was not manufactured in the

State of New Mexico. Finally, I have been advised, and do not dispute, that the 2021 Ford Explorer is an instrumentality of interstate commerce as that term is used in 18 U.S.C. § 1201 because (1) motor vehicles, such as a 2021 Ford Explorer, are, by their nature, within the class of goods commonly used to conduct a wide variety of interstate activities; and (2) Officer John Doe had driven the 2021 Ford Explorer into the State of Texas on December 9, 2023, as part of his official duties as a law enforcement officer.

Further, I have been advised, and do not dispute, that the Taurus 9mm handgun, which I used, among other things, to commit and further the kidnapping of Officer John Doe, is an instrumentality of interstate commerce as that term is used in 18 U.S.C. § 1201 in that (1) I transported the firearm across state lines prior to entering New Mexico; (2) the Taurus 9mm firearm had only been in the State of New Mexico for approximately one hour before I used it to facilitate and further the kidnapping of Officer John Doe; (3) the Taurus 9mm firearm was not manufactured in the State of New Mexico; (4) the manufacture and sale of the Taurus 9mm firearm was accomplished using streams of interstate commerce; and (5) Taurus 9mm firearms are commonly used throughout the United States to protect goods that are produced and sold in and affecting interstate commerce.

I have been advised, and do not dispute, that U.S. Interstate 40, which I used to commit and further the kidnapping of Officer John Doe, is an instrumentality of interstate commerce as that term is used in 18 U.S.C. § 1201 in that it is a transportation hub that spans from Barstow, California, to Wilmington, North Carolina, and is used to distribute goods in and affecting interstate commerce throughout the United States. Further, I have been advised, and do not dispute, that the specific span of Interstate 40 which I used to commit and further the kidnapping of Officer John Doe was simultaneously being used by

commercial tractor trailers as depicted on the dashcam video affixed to Officer John Doe's dashcam.

Criminal History

I am a convicted felon, having been convicted of the following offense, which is punishable by imprisonment for a term exceeding one year:

- a. South Carolina v. Jaremy Smith*; Marion County Court of General Sessions; Marion, South Carolina; Case No. 2008-GS-33-00166; Grand Larceny (Value More Than \$1000 but Less Than \$5,000); Conviction Date: May 22, 2008

I acknowledge that I knew that I was a convicted felon when I possessed the Taurus, 9mm firearm within the District of New Mexico between March 15, 2024, and March 17, 2024. Further, I acknowledge that the conviction listed above is valid and free from fundamental error, and that my constitutional rights, including the right to counsel, were not violated when the conviction was obtained.

8. By signing this agreement, the Defendant admits that there is a factual basis for each element of the crimes to which the Defendant is pleading guilty and agrees to affirm the facts set forth above during the plea colloquy. The Defendant agrees that the Court may rely on any of these facts, as well as facts in the presentence report, to determine the Defendant's sentence, including, but not limited to, the advisory guideline offense level.

RECOMMENDATIONS

9. Pursuant to Rule 11(c)(1)(C), the United States and the Defendant agree as follows:

- a. The parties have made an agreement pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) that a specific sentence of life imprisonment, as*

required by statute, is the appropriate disposition in this case. This agreement takes into account the Defendant's acceptance of responsibility, with no further reduction to occur.

- b. The remaining components of the Defendant's sentence, including but not limited to any fine or restitution, shall be imposed by the Court after presentation of evidence and/or argument by the parties.
- c. If the Court accepts this agreement, it must inform the Defendant that the agreed upon disposition will be included in the judgment, and the Court is bound by the terms of the plea agreement once the Court accepts the plea agreement.

10. Regardless of any other provision in this agreement, the United States reserves the right to provide to the United States Pretrial Services and Probation Office and to the Court any information the United States believes may be helpful to the Court, including but not limited to information about the terms contained in this agreement and any relevant conduct under U.S.S.G. § 1B1.3.

DEFENDANT'S ADDITIONAL AGREEMENT

11. The Defendant understands the Defendant's obligation to provide the United States Pretrial Services and Probation Office with truthful, accurate, and complete information. The Defendant represents that the Defendant has complied with and will continue to comply with this obligation.

12. The Defendant agrees that any financial records and information provided by the Defendant to the Probation Office, before or after sentencing, may be disclosed to the United States Attorney's Office for use in the collection of any unpaid financial obligation.

13. Except under circumstances where the Court, acting on its own, fails to accept this plea agreement, the Defendant agrees that, upon the Defendant's signing of this plea agreement, the facts that the Defendant has admitted under this plea agreement as set forth above, as well as any facts to which the Defendant admits in open court at the Defendant's plea hearing, shall be admissible against the Defendant under Federal Rule of Evidence 801(d)(2)(A) in any subsequent proceeding, including a criminal trial, and the Defendant expressly waives the Defendant's rights under Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 with regard to the facts the Defendant admits in conjunction with this plea agreement. The Court has not acted on its own if its rejection of the plea agreement occurs after the Defendant has expressly or implicitly suggested to the Court a desire or willingness to withdraw his or her plea or not to be bound by the terms of this plea agreement.

14. By signing this plea agreement, the Defendant waives the right to withdraw the Defendant's plea of guilty pursuant to Federal Rule of Criminal Procedure 11(d) unless (1) the court rejects the plea agreement pursuant to Federal Rule of Criminal Procedure 11(c)(5) or (2) the Defendant can show a fair and just reason as those terms are used in Rule 11(d)(2)(B) for requesting the withdrawal. Furthermore, the Defendant understands that if the court rejects the plea agreement, whether or not the Defendant withdraws the guilty plea, the United States is relieved of any obligation it had under the agreement and the Defendant shall be subject to prosecution for any federal, state, or local crime(s) which this agreement otherwise anticipated would be dismissed or not prosecuted.

15. The Defendant will not willfully fail to appear for any court appearance in this matter, nor willfully fail to surrender as ordered for service of any sentence.

16. The Defendant agrees not to engage in conduct that would constitute a new crime. Offenses that would be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are not within the scope of this paragraph's agreement.

17. Defendant agrees not to engage in conduct that would constitute obstructing or impeding the administration of justice under U.S.S.G. § 3C1.1.

RESTITUTION

18. The parties agree that, as part of the Defendant's sentence, the Court will enter an order of restitution pursuant to the Mandatory Victim's Restitution Act, 18 U.S.C. § 3663A, if applicable; if § 3663A is not applicable, the Court will enter an order of restitution pursuant to 18 U.S.C. §§ 3663 and 3664.

FORFEITURE

19. The Defendant voluntarily and immediately agrees to forfeit to the United States all of the Defendant's right, title, and interest in the following assets and properties:

- a. **a Taurus GX4 9mm handgun, serial number GC42386**

20. The Defendant consents to the prompt entry of a preliminary order of forfeiture and entry of a final order of forfeiture, pursuant to Fed. R. Crim. P. 32.2, without further notice to the Defendant. The Defendant also agrees to fully assist the United States in the forfeiture of the above-described property and to take whatever steps are necessary to pass clear title to the United States, including but not limited to execution of any documents necessary to transfer the Defendant's interest in the above-described property to the United States.

21. The Defendant agrees to waive the right to notice of any forfeiture proceeding involving the above-described property.

22. The Defendant knowingly and voluntarily waives the right to a jury trial on the forfeiture of the above-described property. The Defendant knowingly and voluntarily waives all constitutional, legal, and equitable defenses to the forfeiture of said property in any proceeding. The Defendant agrees to waive any jeopardy defense or claim of double jeopardy, whether constitutional or statutory, and agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of said property by the United States or any State or its subdivisions.

WAIVER OF APPEAL AND POST-CONVICTION RIGHTS

23. The Defendant is aware that 28 U.S.C. § 1291 and 18 U.S.C. § 3742 afford the right to appeal a conviction and the sentence imposed. Acknowledging that, the Defendant knowingly waives the right to appeal the Defendant's convictions and sentence, imposed in conformity with this Fed. R. Crim P. 11(c)(1)(C) agreement, as well as any order of restitution entered by the Court. This waiver extends to any challenge to the manner in which the sentence was determined or imposed, including the district court's authority to make findings supporting the sentence.

24. The Defendant also waives the right to appeal the denial of any motion filed under 18 U.S.C. § 3582(c) where such denial rests upon the court's determination that a sentence reduction is not warranted under the factors set forth in 18 U.S.C. § 3553(a).

25. In addition, the Defendant agrees to waive any collateral attack to the Defendant's convictions and any sentence, pursuant to 28 U.S.C. §§ 2241, 2255, or any other extraordinary writ, except on the issue of defense counsel's ineffective assistance.

GOVERNMENT'S ADDITIONAL AGREEMENT

26. Provided that the Defendant fulfills the Defendant's obligations as set out above, the United States agrees that: (1) it will dismiss Count 6 of the indictment, charging interstate transportation of a stolen motor vehicle, in violation of 18 U.S.C. § 2312 and (2) it will not bring additional criminal charges against the Defendant arising out of the facts forming the basis of the present Indictment.

27. Additionally, provided that the Defendant fulfills his obligations as set out above, the Attorney General for the State of New Mexico agrees to forego bringing any charges related to the above incident that occurred within the jurisdiction of the state of New Mexico as detailed in the Addendum to this Plea Agreement which is incorporated herein by reference.

VOLUNTARY PLEA

28. The Defendant agrees and represents that this plea of guilty is freely and voluntarily made and is not the result of force, threats, or promises (other than the promises set forth in this agreement and any addenda). There have been no promises from anyone as to what sentence the Court will impose, though the Defendant understands that by pleading guilty he will receive no less and no more than a mandatory life sentence and that he will not be sentenced to death under the terms of this plea agreement. The Defendant also represents that the Defendant is pleading guilty because the Defendant is in fact guilty.

VIOLATION OF PLEA AGREEMENT

29. The Defendant agrees that if the Court finds by a preponderance of the evidence that the Defendant has violated any provision of this agreement, the United States will be released from its obligations under the agreement. The Defendant waives any claim that the

Defendant's guilty plea under the rejected agreement bars prosecution of any additional offenses on double-jeopardy grounds.

30. The Defendant further agrees that in the event the Court finds that Defendant has breached this plea agreement, thus releasing the United States of its obligations under the agreement, such events do not constitute a fair and just reason under Rule 11(d)(2)(B) for withdrawing the guilty plea(s) entered pursuant to this agreement.

31. Following the Court's finding of a breach of this agreement by the Defendant, should the United States choose to pursue any charge that was either dismissed or not filed as a result of this agreement, the Defendant waives any defense to that charge or charges based on the lapse of time between the entry of this agreement and the Court's finding of a breach by the Defendant.

SPECIAL ASSESSMENT

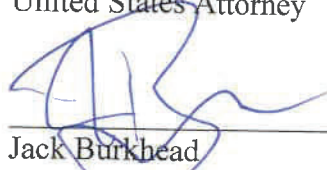
32. At the time of sentencing, or through participation in the BOP Inmate Financial Responsibility Program while serving his sentence, the Defendant will pay to the United States District Court, District of New Mexico, 333 Lomas Blvd. NW, Suite 270, Albuquerque, New Mexico 87102, the amount of \$500 in payment of the special penalty assessment described above.

ENTIRETY OF AGREEMENT

33. This document and any addenda are a complete statement of the agreement in this case and may not be altered unless done so in writing and signed by all parties. This agreement is effective upon signature by the Defendant and an Assistant United States Attorney.

AGREED TO AND SIGNED this 17th day of January, 2025.

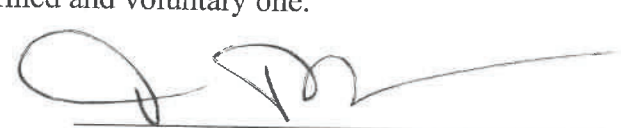
ALEXANDER M.M. UBALLEZ
United States Attorney

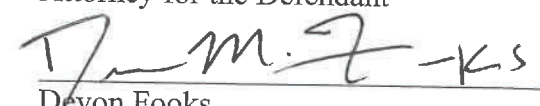


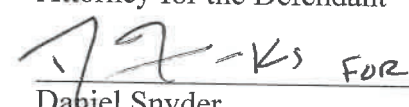
Jack Burkhead
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(505) 346-7274

Paul Mysliwec
Assistant United States Attorney
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I have carefully discussed every part of this agreement with my client. Further, I have fully advised my client of my client's rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant sentencing guidelines provisions, and of the consequences of entering into this agreement. In addition, I have explained to my client the elements to each offense to which she/he is pleading guilty. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.



Theresa Duncan
Attorney for the Defendant

Devon Fooks
Attorney for the Defendant

Daniel Snyder
Attorney for the Defendant

I have carefully discussed every part of this agreement with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. My attorney has advised me of my rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant sentencing guidelines provisions, and of the consequences of entering into this agreement.

A handwritten signature in dark ink, appearing to read "Jeremy Smith", is written over a horizontal line.

Jeremy Smith
Defendant