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7  
8 **UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

9 UNITED STATES OF AMERICA,

10 Plaintiff,

11 v.

12 CHRISTOPHER STEPHEN HOUSLEY,

13 Defendant.

No. No. 2:22-cr-0160-APG-BNW

**Plea Agreement for Defendant  
Christopher Stephen Housley Pursuant to Fed.  
R. Crim. P. 11(c)(1)(A) and (B)**

14 This plea agreement between Christopher Stephen Housley (“defendant”) and the United  
15 States Attorney’s Office for the District of Nevada (the “USAO”) sets forth the parties’  
16 agreement regarding the criminal charges referenced herein and the applicable sentences, fines,  
17 restitution, and forfeiture in the above-captioned case. This agreement binds only defendant and  
18 the USAO and does not bind the district court, the U.S. Probation Office, or any other federal,  
19 state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities. This  
20 agreement does not prohibit the USAO or any agency or third party from seeking any other civil  
21 or administrative remedies, including administrative forfeiture or civil forfeiture *in rem* actions,  
22 directly or indirectly against defendant or defendant’s property.

23 This agreement becomes effective upon signature by defendant, defendant’s counsel, and  
24 an Assistant United States Attorney.

**I. DEFENDANT'S OBLIGATIONS**

- 1
- 2           1. Defendant agrees to:
  - 3           a. At the earliest opportunity requested by the USAO and provided by the
  - 4 district court, appear and plead guilty to Counts Four and Seven through Twenty-Six of the
  - 5 second superseding indictment in this case, which charge defendant with Possession of a
  - 6 Controlled Substance (Tapentadol) with Intent to Distribute in violation of 21 U.S.C. § 841(a)(1)
  - 7 and (b)(1)(C) (Count Four); and Money Laundering in violation of 18 U.S.C. § 1956(a)(1)(A)(i)
  - 8 and (B)(i) (Counts Seven through Twenty-Six).
  - 9           b. Stipulate to the facts agreed to in this agreement;
  - 10           c. Abide by all agreements regarding sentencing contained in this agreement;
  - 11           d. Not seek to withdraw defendant's guilty pleas once [it is / they are]
  - 12 entered;
  - 13           e. Appear for all court appearances, surrender as ordered for service of
  - 14 sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter;
  - 15           f. Not commit any federal, state, or local crime;
  - 16           g. Be truthful at all times with the U.S. Probation and Pretrial Services Offices
  - 17 and the Court;
  - 18           h. Before and after sentencing, upon request by the Court, the USAO, or the
  - 19 Probation Office, provide accurate and complete financial information, submit sworn
  - 20 statements, and/or give depositions under oath concerning defendant's assets and defendant's
  - 21 ability to pay. As part of the required disclosure, defendant agrees to provide any and all
  - 22 financial information and authorizations requested by the Probation Office for preparation of the
  - 23 Presentence Report. Defendant further agrees that, upon filing of this agreement, the USAO is
  - 24 authorized to obtain defendant's credit report. Defendant will also complete a financial form

1 provided by the USAO, to include all supporting documentation, and return it to the USAO  
2 within three (3) weeks from entry of the plea. Defendant agrees that the district court may enter  
3 any order necessary to effectuate or facilitate disclosure of defendant's financial information.

4 i. To facilitate payment of any fine, restitution, or assessment, surrender  
5 assets defendant obtained directly or indirectly as a result of defendant's crimes. Defendant  
6 agrees to voluntarily release funds and property under defendant's control or in which defendant  
7 has any property interest, before and after sentencing, to pay any fine or restitution identified in  
8 this agreement, agreed to by the parties, or ordered by the Court.

9 j. The imposition of the in personam criminal forfeiture money judgment as  
10 set forth in this plea agreement and Forfeiture Allegation Three of the Second Superseding  
11 Criminal Indictment.

## 12 II. THE USAO'S OBLIGATIONS

13 2. The USAO agrees to:

14 a. Stipulate to facts agreed to in this agreement;  
15 b. Abide by all agreements regarding sentencing contained in this agreement;  
16 c. At sentencing, provided that defendant demonstrates an acceptance of  
17 responsibility for the offenses up to and including the time of sentencing, recommend a two-level  
18 reduction in the applicable sentencing guidelines offense level, pursuant to USSG § 3E1.1, and  
19 move for an additional one-level reduction if available under that section];

20 d. At sentencing, move to dismiss the remaining counts of the indictment as  
21 against defendant. Defendant agrees, however, that the district court may consider any dismissed  
22 charges in determining the applicable sentencing guidelines range, the propriety and extent of  
23 any departure from that range, and the sentence to be imposed; and  
24

1 e. Not bring any additional charges against defendant arising out of the  
2 investigation in the District of Nevada which culminated in this agreement and based on  
3 conduct known to the USAO.

4 **III. ELEMENTS OF THE OFFENSES**

5 3. Count Four: The elements of under Possession of a Controlled Substance  
6 (Tapentadol) with Intent to Distribute in violation of 21 U.S.C. § 841(a)(1) and (b)(1)(C) are as  
7 follows:

8 First: The defendant knowingly possessed Tapentadol; and

9 Second: The defendant possessed it with the intent to distribute it to another person.

10 *See Ninth Circuit Model Criminal Jury Instruction 12.1 (2010 ed).*

11 4. Counts Seven through Twenty-Six: The elements of Money Laundering in  
12 violation of 18 U.S.C. § 1956(a)(1)(A)(i) and (B)(i) are as follows:

13 First: The defendant conducted financial transactions involving property that  
14 represented the proceeds of of the crime of Possession of a Controlled Substance (Tapentadol)  
15 with Intent to Distribute;

16 Second: The defendant knew that the property represented the proceeds of Possession  
17 of a Controlled Substance (Tapentadol) with Intent to Distribute; and

18 Third: The defendant acted with the intent to promote the carrying on of Possession of  
19 a Controlled Substance (Tapentadol) with Intent to Distribute or the defendant knew that the  
20 transaction was designed in whole or in part to conceal or disguise the nature, location, source,  
21 ownership, or control of the proceeds.

22 *See Ninth Circuit Model Criminal Jury Instruction 18.3 and 18.4 (2010 ed).*

23 **IV. CONSEQUENCES OF CONVICTION**

24 5. Maximum and Minimum Statutory Penalties:

1 a. Defendant understands that the statutory maximum sentence the district  
2 court can impose for a violation of 21 U.S.C. § 841(a)(1) and (b)(1)(C) as charged in Count Four,  
3 is: twenty years imprisonment; a lifetime period of supervised release; a fine of \$1,000,000 or  
4 twice the gross gain or gross loss resulting from the offenses, whichever is greatest; and a  
5 mandatory special assessment of \$100.

6 b. Defendant understands that the statutory maximum sentence the district  
7 court can impose for each violation of 18 U.S.C. § 1956(a)(1)(A)(i) and (B)(i) as charged in  
8 Counts Seven through Twenty-Six, is: twenty years imprisonment; a three-year period of  
9 supervised release; a fine of \$500,000 or twice the gross gain or gross loss resulting from the  
10 offenses, whichever is greatest; and a mandatory special assessment of \$100.

11 c. Defendant understands, therefore, that the total maximum sentence for all  
12 offenses to which defendant is pleading guilty is: 420 years imprisonment; a lifetime period of  
13 supervised release; a fine of \$11,750,000 or twice the gross gain or gross loss resulting from the  
14 offenses, whichever is greatest; and a mandatory special assessment of \$2,100.

15 6. Criminal Forfeiture: Defendant understands that the district court will impose the  
16 in personam criminal forfeiture money judgment.

17 7. Parole Abolished: Defendant acknowledges that defendant's prison sentence  
18 cannot be shortened by early release on parole because parole has been abolished.

19 8. Supervised Release: Defendant understands that supervised release is a period of  
20 time following imprisonment during which defendant will be subject to various restrictions and  
21 requirements. Defendant understands that if defendant violates one or more of the conditions of  
22 any supervised release imposed, defendant may be returned to prison for all or part of the term of  
23 supervised release authorized by statute for the offenses that resulted in the term of supervised  
24 release.



1 On May 3, 2022, police executed a search warrant at a storage unit rented by the  
 2 defendant, Christopher Stephen Housley, under the name Justin Rosario. Housley had obtained  
 3 a fake identification card under the Rosario name. The storage unit contained Tapentadol,  
 4 Alprazolam, and other controlled substances. Housley rented the unit April 14, 2022, when he  
 5 was aware the Drug Enforcement Administration (DEA) was investigating his activities.

6 12. An investigation into Housley's activities showed he had opened at least  
 7 two bank accounts with Bank of America which he used to transfer money to pay for tapentadol  
 8 which he would then distribute throughout the country. The defendant conducted monetary  
 9 transactions by transferring more than \$200,000 through those two accounts, Techstop LLC  
 10 (account ending in 2396) and Techshop (account ending in 6832) knowing they werfe fictitious  
 11 entities or shell corporations, and knowing the transactions represented proceeds from his  
 12 distribution of tapentadol, to promote his distribution of tapentadol, and with the intent to  
 13 conceal and disguise the nature, location, source, ownership, and control of the proceeds. Those  
 14 transactions include but are not limited to:

Count	Date	Activity
7	07/06/21	wire transferring \$5,000 from Bank of America account ending 2396 to OCBC Singapore
8	07/06/21	wire transferring \$5,000 from Bank of America account ending 2396 to OCBC Singapore
9	07/26/21	wire transferring \$5,000 from Bank of America account ending 2396 to OCBC Singapore
Count	Date	Activity
10	07/26/21	wire transferring \$5,000 from Bank of America account ending 2396 to OCBC Singapore
11	08/17/21	wire transferring \$5,000 from Bank of America account ending 2396 to OCBC Singapore



1	12	08/17/21	wire transferring \$5,000 from Bank of America account ending 2396 to OCBC Singapore
2			
3	13	08/30/21	wire transferring \$5,000 from Bank of America account ending 2396 to OCBC Singapore
4	14	08/30/21	wire transferring \$5,000 from Bank of America account ending 2396 to OCBC Singapore
5			
6	15	09/21/21	wire transferring \$8,000 from Bank of America account ending 2396 to OCBC Singapore
7	16	09/21/21	wire transferring \$8,000 from Bank of America account ending 2396 to OCBC Singapore
8			
9	17	11/17/21	wire transferring \$9,500 from Bank of America account ending 2396 to OCBC Singapore
10	18	11/17/21	wire transferring \$9,500 from Bank of America account ending 6832 to OCBC Singapore
11			
12	19	11/29/21	wire transferring \$6,000 from Bank of America account ending 6832 to OCBC Singapore
13	20	11/29/21	wire transferring \$2,000 from Bank of America account ending 2396 to China Merchants Bank
14			
15	21	12/06/21	wire transferring \$7,000 from Bank of America account ending 6832 to OCBC Singapore
16	22	12/06/21	wire transferring \$7,000 from Bank of America account ending 2396 to OCBC Singapore
17			
18	23	12/29/21	wire transferring \$10,000 from Bank of America account ending 2396 to National Bank of Rasal
19	24	12/29/21	wire transferring \$10,000 from Bank of America account ending 6832 to National Bank o of Rasal
20			
21	25	01/11/22	wire transferring \$8,000 from Bank of America account ending 2396 to National Bank of Rasal
22	26	01/11/22	wire transferring \$7,000 from Bank of America account ending 6832 to National Bank of Rasal
23			
24			



VI. SENTENCING FACTORS

13. Discretionary Nature of Sentencing Guidelines: Defendant understands that in determining defendant's sentence, the district court is required to calculate the applicable sentencing guidelines range and to consider that range, possible departures under the sentencing guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the sentencing guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated sentencing guidelines range, and that after considering the sentencing guidelines and the other § 3553(a) factors, the district court will be free to exercise its discretion to impose any sentence it finds appropriate between the mandatory minimum and up to the maximum set by statute for the crimes of conviction.

14. Offense Level Calculations: The parties jointly agree and stipulate that, in calculating defendant's advisory guidelines sentencing range, the Court should use the following base offense level and adjustments; acknowledge that these stipulations do not bind the district court; and agree that they will not seek to apply or advocate for the use of any other base offense levels or any other specific offense characteristics, enhancements, or reductions in calculating the advisory guidelines range:

Count Four

Base Offense Level USSG § 2D1.1(c)(3):	34
Possession of a Firearm USSG § 2D1.1(b)(1):	<u>+2</u>
Adjusted Offense Level:	36

Counts Seven – Twenty-Six

Base Offense Level USSG § 2S1.1(a)(1):	34
18 U.S.C. § 1956 conviction USSG § 2S1.1(b)(2)(B):	+2
Sophisticated Laundering USSG 2S1.1(b)(3)	<u>+2</u>

Adjusted Offense Level:

38

Reduction for Acceptance of Responsibility: Under USSG § 3E1.1(a), the USAO will recommend that defendant receive a two-level downward adjustment for acceptance of responsibility unless defendant (a) fails to truthfully admit facts establishing a factual basis for the guilty pleas when defendant enters the pleas; (b) fails to truthfully admit facts establishing the amount of restitution owed when defendant enters the guilty pleas; (c) fails to truthfully admit facts establishing the forfeiture allegations when defendant enters the guilty pleas; (d) provides false or misleading information to the USAO, the Court, Pretrial Services, or the Probation Office; (e) denies involvement in the offenses or provides conflicting statements regarding defendant's involvement or falsely denies or frivolously contests conduct relevant to the offenses; (f) attempts to withdraw defendant's guilty pleas; (g) commits or attempts to commit any crime; (h) fails to appear in court; or (i) violates the conditions of pretrial release.

Under USSG § 3E1.1(b), if the district court determines that defendant's total offense level before operation of § 3E1.1(a) is 16 or higher, and if the USAO recommends a two-level downward adjustment pursuant to the preceding paragraph, the USAO will move for an additional one-level downward adjustment for acceptance of responsibility before sentencing because defendant communicated defendant's decision to plead guilty in a timely manner that enabled the USAO to avoid preparing for trial and to efficiently allocate its resources.

15. Criminal History Category: Defendant acknowledges that the district court may base defendant's sentence in part on defendant's criminal record or criminal history. The district court will determine defendant's criminal history category under the sentencing guidelines.

16. Additional Sentencing Information: The stipulated sentencing guidelines calculations are based on information now known to the parties. Defendant understands that both defendant and the USAO are free to (a) supplement the facts in this agreement by supplying

1 relevant information to the U.S. Probation and Pretrial Services Offices and the district court  
2 regarding the nature, scope, and extent of defendant's criminal conduct and any aggravating or  
3 mitigating facts or circumstances; and (b) correct any and all factual misstatements relating to the  
4 district court's sentencing guidelines calculations and determination of sentence. While this  
5 paragraph permits both the USAO and defendant to submit full and complete factual  
6 information to the U.S. Probation and Pretrial Services Offices and the district court, even if that  
7 factual information may be viewed as inconsistent with the facts agreed to in this agreement, this  
8 paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed  
9 to in this agreement. Good faith efforts to provide truthful information or to correct factual  
10 misstatements shall not be grounds for defendant to withdraw defendant's guilty pleas.

11 Defendant acknowledges that the U.S. Probation Office may calculate the sentencing  
12 guidelines differently and may rely on additional information it obtains through its investigation.  
13 Defendant also acknowledges that the district court may rely on this and other additional  
14 information as it calculates the sentencing guidelines range and makes other sentencing  
15 determinations, and the district court's reliance on such information shall not be grounds for  
16 defendant to withdraw defendant's guilty pleas.

## 17 VII. POSITIONS REGARDING SENTENCING

18 17. The United States will recommend that the district court impose a sentence at the  
19 low end of the advisory guideline range as determined by the district court. Defendant may  
20 argue for a downward departure or variance from defendant's offense level or criminal history  
21 category. The parties also stipulate that defendant be fined \$68,000 and forfeit \$132,000 which  
22 constitute proceeds of his drug trafficking and money laundering activities as charged in the  
23 indictment and as relevant conduct.

24



1 g. The right not to be compelled to testify, and, if defendant chose not to  
2 testify or present evidence, to have that choice not be used against defendant; and

3 h. The right to pursue any affirmative defenses; Fourth Amendment or Fifth  
4 Amendment claims; any other pretrial motions that have been or could have been filed; and  
5 challenges to any adverse pre-trial rulings.

6 **IX. WAIVER OF APPELLATE RIGHTS**

7 22. Waiver of Appellate Rights: Defendant knowingly and expressly waives: (a) the  
8 right to appeal any sentence imposed within or below the applicable Sentencing Guideline range  
9 as determined by the district court; (b) the right to appeal the manner in which the district court  
10 determined that sentence on the grounds set forth in 18 U.S.C. § 3742; and (c) any order of  
11 restitution or forfeiture.

12 23. Defendant reserves only the right to appeal any portion of the sentence that is an  
13 upward departure or variance from the applicable Sentencing Guideline range as determined by  
14 the district court.

15 24. Waiver of Post-Conviction Rights: Defendant also knowingly and expressly  
16 waives all collateral challenges, including any claims under 28 U.S.C. § 2255, to defendant's  
17 conviction, sentence, and the procedure by which the district court adjudicated guilt and  
18 imposed sentence, except non-waivable claims of ineffective assistance of counsel.

19 25. Preservation of Evidence: Defendant acknowledges that the USAO and the  
20 agencies investigating this case are not obligated or required to preserve any evidence obtained in  
21 the investigation of this case.

22 **X. FORFEITURE**

23 26. Defendant knowingly and voluntarily:  
24

1 a. Agrees to the district court imposing an in personam criminal forfeiture  
2 money judgment of \$132,000;

3 b. Agrees the in personam criminal forfeiture money judgment amount  
4 complies with *Honeycutt v. United States*, 581 U.S. 443 (2017); *United States v. Thompson*, 990 F.3d  
5 680 (9th Cir. 2021); and *United States v. Prasad*, 18 F.4th 313 (9th Cir. 2021);

6 c. Waives defendant's right to any criminal forfeiture proceedings of the in  
7 personam criminal forfeiture money judgment and the substitution and forfeiture of defendant's  
8 other assets (proceedings);

9 d. Waives service of process of any and all documents filed in this action and  
10 any proceedings concerning the in personam criminal forfeiture money judgment arising from  
11 the facts and circumstances of this case and the substitution and forfeiture of defendant's other  
12 assets;

13 e. Waives any further notice to defendant, defendant's agents, and  
14 defendant's attorney regarding the in personam criminal forfeiture money judgment and the  
15 substitution and forfeiture of defendant's other assets;

16 f. Agrees not to file any claim, answer, petition, and other documents in any  
17 proceedings concerning the in personam criminal forfeiture money judgment and the  
18 substitution and forfeiture of defendant's other assets; agrees not to contest, and agrees not to  
19 assist any other person and entity to contest, the substitution and forfeiture of defendant's other  
20 assets; and agrees to withdraw immediately any claim, answer, petition, and other documents in  
21 any proceedings;

22 g. Waives the statute of limitations, the CAFRA requirements, Fed. R. Crim.  
23 P. 7, 11, 32.2, and 43(a), including, but not limited to, forfeiture notice in the charging  
24 document, the court advising defendant of the forfeiture at the change of plea, the court having a

1 forfeiture hearing, the court making factual findings regarding the forfeiture, the court  
2 announcing the forfeiture at the change of plea and sentencing, the court attaching the forfeiture  
3 order to the Judgment in a Criminal Case, the substitution and forfeiture of defendant's other  
4 assets, and any and all constitutional, statutory, legal, equitable rights, defenses, and claims  
5 regarding the in personam criminal forfeiture money judgment and the substitution and  
6 forfeiture of defendant's other assets in any proceedings, including, but not limited to, double  
7 jeopardy and due process under the Fifth Amendment to the United States Constitution;

8 h. Waives any and all constitutional, statutory, legal, equitable rights,  
9 defenses, and claims regarding the in personam criminal forfeiture money judgment and the  
10 substitution and forfeiture of defendant's other assets in any proceedings, including, but not  
11 limited to, a jury trial under the Sixth Amendment to the United States Constitution;

12 i. Waives any and all constitutional, statutory, legal, equitable rights,  
13 defenses, and claims regarding the in personam criminal forfeiture money judgment and the  
14 substitution and forfeiture of defendant's other assets in any proceedings, including, but not  
15 limited to, excessive fines clause and cruel and unusual punishments clause under the Eighth  
16 Amendment to the United States Constitution;

17 j. Waives any and all constitutional, statutory, legal, equitable rights,  
18 defenses, and claims regarding the in personam criminal forfeiture money judgment and the  
19 substitution and forfeiture of defendant's other assets in any proceedings under *Honeycutt*,  
20 *Thompson*, and *Prasad*;

21 k. Agrees to the entry of an Order of Forfeiture with the in personam criminal  
22 forfeiture money judgment and the substitution and forfeiture of defendant's other assets to the  
23 United States;

24 1. Waives the right to appeal any Order of Forfeiture;



1 m. Agrees the in personam criminal forfeiture money judgment is immediately  
2 due and payable and is subject to immediate collection by the USAO;

3 n. Agrees and understands the in personam criminal forfeiture money  
4 judgment and the substitution and forfeiture of defendant's other assets to satisfy the money  
5 judgment shall not be treated as satisfaction of any assessment, fine, restitution, cost of  
6 imprisonment, and any other penalty the district court may impose upon defendant in addition  
7 to the forfeiture;

8 o. Agrees and understands that on the government's motion, the court may at  
9 any time enter an order of forfeiture or amend an existing order of forfeiture to include  
10 subsequently located property or substitute property under Fed. R. Crim. P. 32.2(b)(2)(A) and  
11 (C) and 32.2(e);

12 p. Acknowledges the amount of the forfeiture may differ from, and may be  
13 significantly greater than or less than, the amount of restitution;

14 q. Agrees to take all steps as requested by the USAO to pass clear title of any  
15 forfeitable assets which may be used to satisfy the in personam criminal forfeiture money  
16 judgment to the United States and to testify truthfully in any judicial forfeiture proceedings.  
17 Defendant understands and agrees that the in personam criminal forfeiture money judgment  
18 amount represents proceeds of illegal conduct and is forfeitable. Defendant shall provide the  
19 USAO with a full and complete financial disclosure statement under penalty of perjury within 10  
20 days of executing the plea agreement. The financial statement shall disclose to the USAO all  
21 assets and financial interests valued at more than \$1,000. Defendant understands these assets and  
22 financial interests include all assets and financial interests that defendant has an interest, direct or  
23 indirect, whether held in defendant's name or in the name of another, in any property, real or  
24 personal. Defendant shall also identify all assets valued at more than \$1,000 which defendant has

1 transferred to third parties or diverted from defendant directly to third parties, since July 6, 2021,  
2 including the location of the assets and the identity of any third party; and

3 r. Admits the in personam criminal forfeiture money judgment amount is (1)  
4 any property, real or personal, involved in transactions or attempted transactions in violation of  
5 18 U.S.C. § 1956(a)(1)(A)(i) and (B)(i), or any property traceable to such property; (2) any  
6 property, real or personal, which constitutes or is derived from proceeds traceable to violations of  
7 18 U.S.C. § 1956(a)(1)(A)(i) and (B)(i), specified unlawful activities as defined in 18 U.S.C. §§  
8 1956(c)(7)(A) and 1961(l)(B), or a conspiracy to commit such offenses; and (3) any property, real  
9 or personal, involved in violations of 18 U.S.C. § 1956(a)(1)(A)(i) and (B)(i), or any property  
10 traceable to such property and is subject to forfeiture under 18 U.S.C. § 981(a)(1)(A) with 28  
11 U.S.C. § 2461(c); 18 U.S.C. § 981(a)(1)(C) with 28 U.S.C. § 2461(c); 18 U.S.C. § 982(a)(l); and  
12 21 U.S.C. § 853(p).

13 **XI. RESULT OF WITHDRAWAL OF GUILTY PLEAS**  
14 **OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTION[S]**

15 27. Consequence of Withdrawal of Guilty Pleas: Defendant agrees that if, after  
16 entering guilty pleas pursuant to this agreement, defendant seeks to withdraw and succeeds in  
17 withdrawing defendant's guilty pleas on any basis other than a claim and finding that entry into  
18 this agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under  
19 this agreement and (b) should the USAO choose to pursue any charge or any allegation of a  
20 prior conviction for a serious drug felony that was either dismissed or not filed as a result of this  
21 agreement, or that the government agreed to move to dismiss at sentencing as part of this  
22 agreement, or that the government agreed to move to dismiss at sentencing as part of this  
23 agreement, then (i) any applicable statute of limitations will be tolled between the date of  
24 defendant's signing of this agreement and the filing commencing any such action; and  
(ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of



1 breach, and defendant shall not be deemed to have cured a breach without the express agreement  
2 of the USAO in writing. If the USAO declares this agreement breached, and the district court  
3 finds such a breach to have occurred, then: (a) if defendant has previously entered [a] guilty pleas  
4 pursuant to this agreement, defendant will remain bound by the provisions of this agreement and  
5 will not be able to withdraw the guilty pleas; and (b) the USAO will be relieved of all its  
6 obligations under this agreement.

7 **XIII. COURT AND UNITED STATES PROBATION**  
8 **AND PRETRIAL SERVICES OFFICE NOT PARTIES**

9 30. Defendant understands that the Court and the U.S. Probation and Pretrial  
10 Services Office are not parties to this agreement and need not accept any of the USAO's  
11 sentencing recommendations or the parties' agreements to facts or sentencing factors.

12 31. Defendant understands that both defendant and the USAO are free to argue on  
13 appeal and collateral review that the district court's sentencing guidelines calculations and the  
14 sentence it chooses to impose are not error.

15 32. Defendant understands that even if the district court ignores any sentencing  
16 recommendation, finds facts or reaches conclusions different from those agreed to by the parties,  
17 or imposes any sentence up to the maximum established by statute, defendant cannot, for that  
18 reason, withdraw defendant's guilty pleas, and defendant will remain bound to fulfill all  
19 defendant's obligations under this agreement. Defendant understands that no one—not the  
20 prosecutor, defendant's attorney, or the Court—can make a binding prediction or promise  
21 regarding the sentence defendant will receive, except that it will be within the statutory  
22 maximum.

23 **XIV. ADDITIONAL ACKNOWLEDGMENTS**

24 33. Defendant acknowledges that:

1 a. Defendant read this agreement and defendant understands its terms and  
2 conditions.

3 b. Defendant had adequate time to discuss this case, the evidence, and this  
4 agreement with defendant's attorney.

5 c. Defendant carefully and thoroughly discussed all terms of this agreement  
6 with defendant's attorney.

7 d. Defendant understands the terms of this agreement and voluntarily agrees  
8 to those terms.

9 e. Defendant has discussed with defendant's attorney the following: the  
10 evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses that  
11 might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C. § 3553(a);  
12 the relevant sentencing guidelines provisions; and consequences of entering into this agreement.

13 f. The representations contained in this agreement are true and correct,  
14 including the factual basis for defendant's offenses set forth in this agreement.

15 g. Defendant was not under the influence of any alcohol, drug, or medicine  
16 that would impair defendant's ability to understand the agreement when defendant considered  
17 signing this agreement and when defendant signed it.

18 34. Defendant understands that defendant alone decides whether to plead guilty or go  
19 to trial, and acknowledges that defendant has decided to enter defendant's guilty pleas knowing  
20 of the charges brought against defendant, defendant's possible defenses, and the benefits and  
21 possible detriments of proceeding to trial.

22 35. Defendant understands that no promises, understandings, or agreements other  
23 than those set forth in this agreement have been made or implied by defendant, defendant's  
24 attorney, or the USAO, and no additional promises, agreements, or conditions shall have any

1 force or effect unless set forth in writing and signed by all parties or confirmed on the record  
2 before the district court.

3 36. Defendant acknowledges that defendant decided to plead guilty voluntarily and  
4 that no one threatened, coerced, or forced defendant to enter into this agreement.

5 37. Defendant is satisfied with the representation of defendant's attorney, and  
6 defendant is pleading guilty because defendant is guilty of the charges and chooses to take  
7 advantage of the promises set forth in this agreement and for no other reason.

8 **XV. PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING**

9 38. The parties agree that this agreement will be considered part of the record of  
10 defendant's guilty plea hearing as if the entire agreement had been read into the record of the  
11 proceeding.

12 **AGREED AND ACCEPTED**

13 **UNITED STATES ATTORNEY'S OFFICE  
14 FOR THE DISTRICT OF NEVADA**

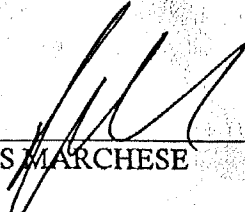
15 **JASON M. FRIERSON**  
United States Attorney

16   
17 **ROBERT KNIEF**  
Assistant United States Attorney

29 SEP 23  
Date

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19   
20 **CHRISTOPHER STEPEN HOUSLEY**  
21 Defendant

9-26-23  
Date

22  
23   
24 **JESS MARCHESE**

9-29-23  
Date