

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

WANDALE FULTON,

Defendant.

Case No. 20-00162-01-CR-W-DGK

Case No. 19-00129-01-CR-W-DGK

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

1. The Parties. The parties to this agreement are the United States Attorney's Office for the Western District of Missouri (otherwise referred to as "the Government" or "the United States"), represented by Teresa A. Moore, the United States Attorney, and Brent Venneman, Assistant United States Attorney, and the defendant, Wandale FULTON, represented by Shanna Jacoby.

The defendant understands and agrees that this plea agreement is only between him and the United States Attorney for the Western District of Missouri and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

2. Defendant's Guilty Plea. In Case No. 20-00162-01-CR-W-DGK the defendant agrees to and hereby does plead guilty to Count One of the Indictment, charging him with a violation of 18 U.S.C. § 371, conspiracy to use fire in a federal felony, wire fraud and mail fraud, Count Three of the Indictment charging him with a violation of 18 U.S.C. § 844(h) and 2, use of

fire in the commission of a federal felony, Count Fifteen of the Indictment, charging him with a violation of 18 U.S.C. § 371, conspiracy to commit bank fraud, and in Case No. 19-00129-CR-W-DGK to Count One of the Indictment charging him with a violation of 18 U.S.C. §§ 922(g)(1), and 924(a)(2), that is being a felon in possession of a firearm. By entering into this plea agreement, the defendant admits that he knowingly committed these offenses, and is in fact guilty of these offenses.

3. Factual Basis for Guilty Plea. The parties agree that the facts constituting the offenses to which the defendant is pleading guilty are as follows:

Case No. 20-00162-01-CR-W-DGK – Counts One and Three

The defendant participated in an arson and insurance fraud conspiracy, running from 2013 through 2019. During the conspiracy, FULTON and co-conspirators, bought houses in Kansas City, Missouri, insured them, had them burned or vandalized, and then made claims on the destroyed or damaged houses resulting in losses to insurance companies.

FULTON and his co-conspirators made false statements on the insurance applications, such as the houses were rented or occupied, that there were valuable contents in the houses, and that the houses had been renovated. After obtaining insurance, a co-conspirator would set fire to the house. The homeowner would then claim a total loss with the insurance company and would falsely claim no knowledge of, or involvement in causing the fire.

On January 2, 2017, at approximately 2:19 a.m., a fire occurred at 4009 Euclid Avenue, Kansas City, Missouri. Kansas City Police and Fire Departments (KCFD and KCPD) examined the fire scene. During the scene examination, investigators observed fire patterns and damage that indicated an ignitable liquid had been poured throughout the home and intentionally ignited.

At the time of the fire, Jeremy Woods was listed as the owner of 4009 Euclid although the property had been previously owned by Wandale FULTON. Woods purportedly purchased 4009 Euclid using the business name, Global Consultants, LLC, for the purpose of renting the property. FULTON and Woods bought insurance for 4009 Euclid through Foremost Insurance Company nine months after purchasing the property, with coverage of \$106,000 for the dwelling and up to \$6,600 for lost rent.

FULTON and Woods also provided Foremost with a phony lease agreement between Global Consultants and Kirk Proctor for a term running from October 1, 2015, to October 1, 2017. Pursuant to the lease, Proctor was to pay rent of \$550 per month. FULTON applied for rental insurance for Proctor. On January 1, 2016, Nationwide issued a renters' insurance policy to Kirk

Proctor for up to \$50,000 worth of personal property at 4009 Euclid. Proctor never actually rented or lived at 4009 Euclid. After the fire, Nationwide issued a check to PROCTOR for \$1,500 for lodging and incidental expenses.

On January 4, 2017, private fire investigators hired by Foremost Insurance and Nationwide conducted an additional examination of the fire scene at 4009 Euclid. Fire debris samples were collected during the investigation along with the remains of what appeared to be a melted red gasoline container, all of which were located inside the home.

On or about January 12, 2017, Woods submitted a signed proof of loss statement to Foremost claiming \$106,000 for the damage to 4009 Euclid and an additional \$6,600 for loss of rental income for the year.

To establish proof the property was used as a rental, FULTON and Woods sent, via facsimile, a purported lease agreement between Global Consultants and Kirk Proctor. The lease agreement was sent from the FedEx store on State Line Road in Kansas City, Missouri, to the Foremost Insurance agent in Gardner, Kansas. This electronic wire transmission is charged as wire fraud in Count Six of the Indictment because Kirk Proctor never actually lived at 4009 Euclid and he never paid rent for 4009 Euclid.

As part of the Foremost Insurance claims process, Woods also sent, via facsimile, a warranty deed purportedly showing his ownership of 4009 Euclid. This electronic wire transmission is charged as wire fraud in Count Seven of the Indictment

FULTON also created a list of personal property to submit in support of Proctor's insurance claims. The items on the list created by FULTON did not exist and were not present at 4009 Euclid at the time of the fire. The list of contents created by FULTON was sent by email to Proctor's claims agent and is charged as wire fraud in Count Eight of the Indictment.

On April 14, 2017, Woods attended an examination under oath as part of the Foremost claims process. Woods discontinued the examination after two hours of questioning and his insurance claim for 4009 Euclid was ultimately denied by Foremost Insurance. Proctor, similarly, eventually withdrew his insurance claim.

Case No. 20-00162-01-CR-W-DGK – Count Fifteen

Between April 4, 2018, and August 9, 2018, FULTON and conspirators agreed with each other and others to obtain money from Heartland Community Credit Union, a financial institution, by submitting fraudulent loan applications and presenting fraudulent bills of sale for automobiles for the purpose of obtaining money from Heartland for the fraudulent or fictitious purchase of automobiles.

Heartland Community Credit Union (Heartland) was a credit union operating in Kansas City, Missouri, in the Western District of Missouri, which, among other services, extended credit to finance the purchase of automobiles based on individual loan applications. Heartland

was federally insured by the National Credit Union Administration.

On February 1, 2019, Heartland's president filed a police report with the KCPD regarding individuals who were suspected of fraudulently obtaining loans to purchase cars. In each instance, the applicant defaulted on the loan and Heartland was unable to contact or recover payment from the applicant. Heartland's report included the following fraudulently obtained auto loans.

- 1) \$25,200 to C.R. for a Kia Optima on April 11, 2018;
- 2) \$18,400 to L.W. for a Hyundai Sonata on May 15, 2018;
- 3) \$21,000 to M.H. for a Nissan Altima on July 27, 2018; and
- 4) \$18,300 to T.W. for a Nissan Sentra on August 9, 2018.

The loan applicants appeared to be unrelated but each loan was for a car purchased from C.E. Sales. In each instance, FULTON created a false or fictitious sales order for the listed vehicle that was presented by a co-conspirator or unwitting participant for the purported vehicle purchase. In each instance, Heartland issued a check to the loan applicant for the purchase price of the vehicle that was delivered directly to FULTON who then deposited the check into his C.E. Sales Wells Fargo bank account.

Missouri automobile dealers are required to report monthly sales to the state. The alleged sales of the above listed vehicles, purportedly sold by C.E. Sales, were never reported. Likewise, none of the loan applicants' purported vehicle sales was filed with the Missouri Department of Revenue for titling purposes. The Kia Optima purportedly purchased by C.R. on April 11, 2018, was recovered by the ATF during a search warrant at FULTON's residence on March 26, 2019.

Case No. 19-00129-01-CR-W-DGK - Possession of Firearms

On March 26, 2019, ATF Agents served a federal search warrant in an ongoing arson and fraud investigation at FULTON's residence located at 321 SE Golden Lane, Lee's Summit, Missouri. During a search of the residence, investigators located a Taurus, Model PT 940, .40-caliber semi-automatic handgun, bearing Serial Number SZG66852 in a shoebox in the master bedroom closet, which also contained one of several driver's licenses for Wandale FULTON.

During a search of the basement, investigators located an Anderson Manufacturing, Model AM-15, semi-automatic firearm, bearing Serial Number 18013685 in a backpack on the floor of a closet.

On March 26, 2019, at approximately 4:58 p.m., an interview of Wandale FULTON was conducted by ATF agents. FULTON was advised of his rights per *Miranda* and agreed to provide a statement. FULTON admitted he was holding two assault style firearms for an associate. FULTON added that one of the firearms was located in the basement. FULTON also admitted that he might also have a 9mm handgun in a black computer bag in the bedroom. Although investigators located and seized black computer bag in FULTON's bedroom, they did not initially discover a 9mm pistol.

On Tuesday April 2, 2019, while processing evidence recovered from the search warrant at ATF headquarters, ATF Special Agent Zornes conducted a subsequent search of the black computer bag. Special Agent Zornes located a 9mm pistol in a side pocket of the computer bag wrapped in a washcloth. This pistol was identified as a Taurus, Model PT111 G2A, 9mm caliber pistol, Serial Number TLO62508.

ATF Special Agent Robert Millier, who has been trained as an interstate nexus expert for the Bureau of Alcohol, Tobacco, Firearms and Explosives has stated that the Taurus, Model PT 940, .40-caliber semi-automatic handgun, bearing Serial Number SZG66852, the Anderson Manufacturing, Model AM-15, semi-automatic firearm, bearing Serial Number 18013685, and the Taurus, Model PT111 G2A, 9mm caliber pistol, Serial Number TLO62508, were not manufactured in the State of Missouri and had previously traveled in interstate or foreign commerce.

Prior to March 26, 2019, FULTON had been convicted of a crime punishable by imprisonment for a term exceeding one year. Specifically, in 1999, FULTON was convicted – in Jackson County, Missouri – of manslaughter. Based on that conviction, FULTON was sentenced to 12 years in the Missouri Department of Corrections. FULTON’s 12-year sentence was suspended after 120 days and he was placed on a five-year term of probation.

4. Use of Factual Admissions. The defendant acknowledges, understands and agrees that the admissions contained in Paragraph 3 and other portions of this plea agreement will be used for the purpose of determining his guilt and advisory sentencing range under the United States Sentencing Guidelines (“U.S.S.G.”), including the calculation of the defendant’s offense level in accordance with U.S.S.G. § 1B1.3. The defendant acknowledges and understands that other uncharged related criminal activity may be considered as “relevant conduct” pursuant to U.S.S.G. § 1B1.3 or part of the “offense of conviction” pursuant to U.S.S.G. § 1B1.2, and may be used by the Court in calculating the offense level for the charge to which he is pleading guilty.

5. Statutory Penalties. The defendant understands that in Case No. 20-00162-01-CR-W-DGK upon his plea of guilty to Count One of the Indictment charging him with conspiracy, in violation of 18 U.S.C. § 371, the maximum penalty the Court may impose is not more than five years of imprisonment, not more than a \$250,000 fine, and not more than three years of supervised

release; upon his plea of guilty to Count Three of the Indictment charging him with use of fire in the commission of a federal felony, in violation of 844(h) and 2, the penalty the Court must impose is 10 years of imprisonment that must run consecutively with any other term of imprisonment imposed, not more than a \$250,000 fine, and not more than three years of supervised release; upon his plea of guilty to Count Fifteen of the Indictment charging him with conspiracy, in violation of 18 U.S.C. § 371, the maximum penalty the Court may impose is not more than five years of imprisonment, not more than a \$250,000 fine, and not more than three years of supervised release; in Case No. 19-00129-CR-W-DGK, upon his plea of guilty to Count One of the Indictment charging him with being a felon in possession of a firearm, in violation of 18 U.S.C. §§ 922(g)(1), and 924(a)(2), the maximum penalty the Court may impose is not more than ten years of imprisonment, not more than a \$250,000 fine, and not more than three years of supervised release. For all counts, the Court must order restitution and a \$100 mandatory special assessment per felony count of conviction that must be paid in full at the time of sentencing.

6. Sentencing Procedures. The defendant acknowledges, understands and agrees to the following:

- a. in determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Guidelines, however, are advisory in nature, and the Court may impose a sentence either less than or greater than the defendant's applicable Guidelines range, unless the sentence imposed is "unreasonable";
- b. the Court will determine the defendant's applicable Sentencing Guidelines range at the time of sentencing;
- c. in addition to a sentence of imprisonment, the Court may impose a term of supervised release of up to three (3) years; that the Court must impose a period of supervised release if a sentence of imprisonment of more than one year is imposed;

d. if the defendant violates a condition of his supervised release, the Court may revoke his supervised release and impose an additional period of imprisonment of up to two (2) years without credit for time previously spent on supervised release. In addition to a new term of imprisonment, the Court also may impose a new period of supervised release, the length of which cannot exceed three (3) years, less the term of imprisonment imposed upon revocation of the defendant's first supervised release;

e. the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;

f. any sentence of imprisonment imposed by the Court will not allow for parole;

g. the Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Office; and

h. the defendant may not withdraw his guilty plea solely because of the nature or length of the sentence imposed by the Court.

7. **Government's Agreements.** Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against defendant for any federal criminal offenses related to the Indictment for which it has venue and which arose out of the defendant's conduct described above. Additionally, the United States agrees, in Case No. 20-00162-01-CR-W-DGK, to dismiss Counts Two, Four, Five through Fourteen, and Counts Sixteen through Twenty-One of the Indictment at sentencing.

The defendant understands that this plea agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts of violence or any criminal activity of which the United States Attorney for the Western District of Missouri has no knowledge.

The defendant recognizes that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises made by the defendant in this agreement. If the defendant breaches this plea agreement, the United States retains the right to proceed with the original charges and any other criminal violations established by the evidence. The defendant expressly waives the right to challenge the initiation of dismissed or additional charges against him if the defendant breaches this agreement. The defendant expressly waives the right to assert a statute of limitations defense if dismissed or additional charges are initiated against him following a breach of this agreement. The defendant further understands and agrees that if the Government elects to file additional charges against him following his breach of this plea agreement, he will not be allowed to withdraw his guilty plea.

8. Preparation of Presentence Report. The defendant understands the United States will provide to the Court and the United States Probation Office a government version of the offense conduct. This may include information concerning the background, character, and conduct of the defendant, including the entirety of his criminal activities. The defendant understands these disclosures are not limited to the counts to which he has pleaded guilty. The United States may respond to comments made or positions taken by the defendant or the defendant's counsel and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to the limitations set forth in this plea agreement. The United States and the defendant expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

9. Withdrawal of Plea. Either party reserves the right to withdraw from this plea agreement for any or no reason at any time prior to the entry of the defendant's plea of guilty and

its formal acceptance by the Court. In the event of such withdrawal, the parties will be restored to their pre-plea agreement positions to the fullest extent possible. However, after the plea has been formally accepted by the Court, the defendant may withdraw his plea of guilty only if the Court rejects the plea agreement or if the defendant can show a fair and just reason for requesting the withdrawal. The defendant understands that if the Court accepts his plea of guilty and this plea agreement but subsequently imposes a sentence that is outside the defendant's applicable Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like or agree with, he will not be permitted to withdraw his plea of guilty.

10. Agreed Guidelines Applications. With respect to the application of the Sentencing Guidelines to this case, the parties stipulate and agree as follows:

- a. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is not "unreasonable";
- b. In Case No. 20-00162-01-CR-W-DGK, the applicable Guidelines section for Count One is U.S.S.G. §2K1.4, which provides for a base offense level of 24;
- c. In Case No. 20-00162-01-CR-W-DGK, according to 18 U.S.C. § 844(h) the Court must impose is a sentence of 10 years of imprisonment on Count Three that must run consecutively with any other term of imprisonment;
- d. In Case No. 20-00162-01-CR-W-DGK, the applicable Guidelines section for Count Fifteen is U.S.S.G. § 2B1.1, which provides for a base offense level of 6;
- e. In Case No. 19-00126-CR-W-DGK the applicable Guidelines section for Count One is U.S.S.G. § 2K2.1;
- f. While the parties recognize there might be other specific aggravating or mitigating U.S.S.G. applications, the parties agree that each side shall be free to argue their respective positions of any additional Guidelines issues and the parties are open to argue how the counts are grouped at the sentencing hearing;

g. The defendant has admitted his guilt and clearly accepted responsibility for his actions, and has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently. Therefore, he is entitled to a three-level reduction pursuant to § 3E1.1(b) of the Sentencing Guidelines. The Government, at the time of sentencing, will file a written motion with the Court to that effect, unless the defendant (1) fails to abide by all of the terms and conditions of this plea agreement and his pretrial release; or (2) attempts to withdraw his guilty pleas, violates the law, or otherwise engages in conduct inconsistent with his acceptance of responsibility;

h. There is no agreement between the parties regarding the defendant's criminal history category. The parties agree that the Court will determine his applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office;

i. The defendant understands that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in Paragraph 9 of this plea agreement, provide the defendant with a basis to withdraw his plea of guilty;

j. The parties are not bound to recommend a sentence within the Guidelines range. The United States may seek an upward departure from the Guidelines or a sentence outside the Guidelines range. The defendant may seek a downward variance or departure below the Guidelines. This agreement by the parties is not binding upon the Court or the United States Probation Office and the Court may impose any sentence authorized by law, including any sentence outside the applicable Guidelines range that is not "unreasonable";

k. The parties are, likewise, open to argue whether the sentences for Counts One and Fifteen in Case No. 20-00162-01-CR-W-DGK and Count One in Case No. 19-00126-CR-W-DGK should run consecutively or concurrently to each other.

l. The defendant consents to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendant's sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other enhancement or adjustment), and any legally authorized increase above the normal statutory maximum. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waives any right to have those facts alleged in the Indictment. The

defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay; and

m. The defendant understands and agrees that the factual admissions contained in Paragraph 3 of this plea agreement, and any admissions that he will make during his plea colloquy, support the imposition of the agreed-upon Guidelines calculations contained in this agreement.

11. Effect of Non-Agreement on Guidelines Applications. The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in Paragraph 10, and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

12. Change in Guidelines Prior to Sentencing. The defendant agrees that if any applicable provision of the Guidelines changes after the execution of this plea agreement, then any request by defendant to be sentenced pursuant to the new Guidelines will make this plea agreement voidable by the United States at its option. If the Government exercises its option to void the plea agreement, the United States may charge, reinstate, or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

13. Government's Reservation of Rights. The defendant understands that the United States expressly reserves the right in this case to:

a. oppose or take issue with any position advanced by defendant at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;

b. comment on the evidence supporting the charges in the Indictment;

c. oppose any arguments and requests for relief the defendant might advance on an appeal from the sentence imposed and that the United States remains free on appeal or collateral proceedings to defend the legality and propriety of the sentence actually imposed, even if the Court chooses not to follow any recommendation made by the United States; and

d. oppose any post-conviction motions for reduction of sentence, or other relief.

14. Waiver of Constitutional Rights. The defendant, by pleading guilty, acknowledges that he has been advised of, understands, and knowingly and voluntarily waives the following rights:

- a. the right to plead not guilty and to persist in a plea of not guilty;
- b. the right to be presumed innocent until his guilt has been established beyond a reasonable doubt at trial;
- c. the right to a jury trial, and at that trial, the right to the effective assistance of counsel;
- d. the right to confront and cross-examine the witnesses who testify against him;
- e. the right to compel or subpoena witnesses to appear on his behalf; and
- f. the right to remain silent at trial, in which case his silence may not be used against him.

The defendant understands that by pleading guilty, he waives or gives up those rights and that there will be no trial. The defendant further understands that if he pleads guilty, the Court may ask him questions about the offense or offenses to which he pleaded guilty, and if the defendant answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making a false statement. The defendant also understands he has pleaded guilty to a felony offense and, as a result, will lose his right to possess a firearm or ammunition and might be deprived of other rights, such as the right to vote or register to vote, hold public office, or serve on a jury.

15. Waiver of Appellate and Post-Conviction Rights.

a. The defendant acknowledges, understands and agrees that by pleading guilty pursuant to this plea agreement he waives his right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement, except on grounds of (1) ineffective assistance of counsel; or (2) prosecutorial misconduct.

b. The defendant expressly waives his right to appeal his sentence, directly or collaterally, on any ground except claims of (1) ineffective assistance of counsel; (2) prosecutorial misconduct; or (3) an illegal sentence. An “illegal sentence” includes a sentence imposed in excess of the statutory maximum, but does *not* include less serious sentencing errors, such as a misapplication of the Sentencing Guidelines, an abuse of discretion, or the imposition of an unreasonable sentence. However, if the United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government’s appeal, cross-appeal his sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

16. Financial Obligations. By entering into this plea agreement, the defendant represents that he understands and agrees to the following financial obligations:

a. The Court may order restitution to the victims of the offenses to which the defendant is pleading guilty. The defendant agrees that the Court may order restitution in connection with the conduct charged in any counts of the Indictment which are to be dismissed and all other uncharged related criminal activity.

b. The United States may use the Federal Debt Collection Procedures Act and any other remedies provided by law to enforce any restitution order that may be entered as part of the sentence in this case and to collect any fine.

c. The defendant will fully and truthfully disclose all assets and property in which he has any interest, or over which the defendant exercises control directly or indirectly, including assets and property held by a spouse, nominee or other third party. The defendant’s disclosure obligations are ongoing, and are in force from the execution of this agreement until the defendant has satisfied the restitution order in full.

d. Within 10 days of the execution of this plea agreement, at the request of the USAO, the defendant agrees to execute and submit (1) a Tax Information Authorization form; (2) an Authorization to Release Information; (3) a completed financial disclosure statement; and (4) copies of financial information that the defendant submits to the U.S. Probation Office. The defendant understands that compliance with these requests will be taken into account when the United States makes a recommendation to the Court regarding the defendant’s acceptance of responsibility.

e. At the request of the USAO, the defendant agrees to undergo any polygraph examination the United States might choose to administer concerning the identification and recovery of substitute assets and restitution.

f. The defendant hereby authorizes the USAO to obtain a credit report pertaining to him to assist the USAO in evaluating the defendant's ability to satisfy any financial obligations imposed as part of the sentence.

g. The defendant understands that a Special Assessment will be imposed as part of the sentence in this case. The defendant promises to pay the Special Assessment of \$400 by submitting a satisfactory form of payment to the Clerk of the Court prior to appearing for the sentencing proceeding in this case. The defendant agrees to provide the Clerk's receipt as evidence of his fulfillment of this obligation at the time of sentencing.

h. The defendant certifies that he has made no transfer of assets or property for the purpose of (1) evading financial obligations created by this agreement; (2) evading obligations that may be imposed by the Court; nor (3) hindering efforts of the USAO to enforce such financial obligations. Moreover, the defendant promises that he will make no such transfers in the future.

i. In the event the United States learns of any misrepresentation in the financial disclosure statement, or of any asset in which the defendant had an interest at the time of this plea agreement that is not disclosed in the financial disclosure statement, and in the event such misrepresentation or nondisclosure changes the estimated net worth of the defendant by ten thousand dollars (\$10,000) or more, the United States may at its option: (1) choose to be relieved of its obligations under this plea agreement; or (2) let the plea agreement stand, collect the full forfeiture, restitution, and fines imposed by any criminal or civil judgment, and also collect 100% (one hundred percent) of the value of any previously undisclosed assets. The defendant agrees not to contest any collection of such assets. In the event the United States opts to be relieved of its obligations under this plea agreement, the defendant's previously entered plea of guilty shall remain in effect and cannot be withdrawn.

17. Waiver of FOIA Request. The defendant waives all of his rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

18. Waiver of Claim for Attorney's Fees. The defendant waives all of his claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses

arising out of the investigation or prosecution of this matter.

19. Defendant's Breach of Plea Agreement. If the defendant commits any crimes, violates any conditions of release, or violates any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or otherwise breaches this plea agreement, the United States will be released from its obligations under this agreement. The defendant, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw his plea of guilty.

The defendant also understands and agrees that in the event he violates this plea agreement, all statements made by him to law enforcement agents subsequent to the execution of this plea agreement, any testimony given by him before a Grand Jury or any tribunal or any leads from such statements or testimony shall be admissible against him in any and all criminal proceedings. The defendant waives any rights that he might assert under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any statements made by him subsequent to this plea agreement.

20. Defendant's Representations. The defendant acknowledges that he has entered into this plea agreement freely and voluntarily after receiving the effective assistance, advice and approval of counsel. The defendant acknowledges that he is satisfied with the assistance of counsel, and that counsel has fully advised him of his rights and obligations in connection with this plea agreement. The defendant further acknowledges that no threats or promises, other than the promises contained in this plea agreement, have been made by the United States, the Court, his attorney or any other party to induce him to enter his plea of guilty.

21. **No Undisclosed Terms.** The United States and defendant acknowledge and agree that the above-stated terms and conditions, together with any written supplemental agreement that might be presented to the Court in camera, constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in this agreement or any written supplemental agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

22. **Standard of Interpretation.** The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this plea agreement should be interpreted according to general contract principles and the words employed are to be given their normal and ordinary meanings. The parties further agree that, in interpreting this agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

Teresa A. Moore
United States Attorney

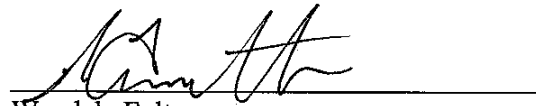


Dated: 1/21/2022

Brent Venneman
Assistant United States Attorney

I have consulted with my attorney and fully understand all of my rights with respect to the offense charged in the indictment. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this plea agreement and I voluntarily agree to it.

Dated: 1/20/2022



Wandale Fulton
Defendant

I am defendant Wandale Fulton's attorney. I have fully explained to Mr. Fulton his rights with respect to the offense charged in the indictment. Further, I have reviewed with him the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this plea agreement with him. To my knowledge, Mr. Fulton's decision to enter into this plea agreement is an informed and voluntary one.

Dated: 1/20/22

Shanna Jacoby
Shanna Jacoby
Attorney for Defendant