



1 TRACY L. WILKISON
 United States Attorney
 2 BENJAMIN R. BARRON
 Assistant United States Attorney
 3 Chief, Santa Ana Branch Office
 BENJAMIN D. LICHTMAN (Cal. Bar No. 241135)
 4 Assistant United States Attorney
 United States Courthouse
 5 411 West 4th Street, Suite 8000
 Santa Ana, California 927012
 6 Telephone: (714) 338-3530
 Facsimile: (714) 338-3561
 7 E-mail: benjamin.lichtman@usdoj.gov

8 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,
 12
 Plaintiff,
 13
 v.
 14 AMAN KHAN, aka "Amanullah Khan,"
 15
 Defendant.
 16

No. 5:22-cr-00123-RGK
PLEA AGREEMENT FOR DEFENDANT
AMAN KHAN

17
 18 1. This constitutes the plea agreement between AMAN KHAN, aka
 19 Amanullah Khan ("defendant") and the United States Attorney's Office
 20 for the Central District of California (the "USAO") in the above-
 21 captioned case. This agreement is limited to the USAO and cannot
 22 bind any other federal, state, local, or foreign prosecuting,
 23 enforcement, administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:
 26 a. Give up the right to indictment by a grand jury and,
 27 at the earliest opportunity requested by the USAO and provided by the
 28 Court, appear and plead guilty to both counts of an information

1 charging defendant with two counts of Fraud Involving Aircraft Parts
2 in Interstate and Foreign Commerce, in violation of 18 U.S.C. §
3 38 (a) (1) (C).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered
8 for service of sentence, obey all conditions of any bond, and obey
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be
11 excluded for sentencing purposes under United States Sentencing
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
13 within the scope of this agreement.

14 f. Be truthful at all times with the United States
15 Probation and Pretrial Services Office and the Court.

16 g. Pay the applicable special assessment at or before the
17 time of sentencing unless defendant has demonstrated a lack of
18 ability to pay such assessment.

19 h. Defendant agrees that any and all criminal debt
20 ordered by the Court will be due in full and immediately. The
21 government is not precluded from pursuing, in excess of any payment
22 schedule set by the Court, any and all available remedies by which to
23 satisfy defendant's payment of the full financial obligation,
24 including referral to the Treasury Offset Program.

25 i. Complete the Financial Disclosure Statement on a form
26 provided by the USAO and, within 30 days of defendant's entry of
27 guilty pleas, deliver the signed and dated statement, along with all
28 of the documents requested therein, to the USAO by either email at

1 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
2 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
3 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
4 criminal debt shall be assessed based on the completed Financial
5 Disclosure Statement and all required supporting documents, as well
6 as other relevant information relating to ability to pay.

7 j. Authorize the USAO to obtain a credit report upon
8 returning a signed copy of this plea agreement.

9 k. Consent to the USAO inspecting and copying all of
10 defendant's financial documents and financial information held by the
11 United States Probation and Pretrial Services Office.

12 3. Defendant further agrees:

13 a. To forfeit all right, title, and interest in and to
14 any and all monies, properties, and/or assets of any kind, derived
15 from or acquired as a result of, or used to facilitate the commission
16 of the illegal activity to which defendant is pleading guilty,
17 specifically including, but not limited to, the following: equipment,
18 components, supplies and raw materials used to manufacture aircraft
19 parts (collectively, the "Forfeitable Assets").

20 b. To the Court's entry of an order of forfeiture at or
21 before sentencing with respect to the Forfeitable Assets and to the
22 forfeiture of the assets.

23 c. To take whatever steps are necessary to pass to the
24 United States clear title to the Forfeitable Assets, including,
25 without limitation, the execution of a consent decree of forfeiture
26 and the completing of any other legal documents required for the
27 transfer of title to the United States.

28

1 d. Not to contest any administrative forfeiture
2 proceedings or civil judicial proceedings commenced against the
3 Forfeitable Assets. If defendant submitted a claim and/or petition
4 for remission for all or part of the Forfeitable Assets on behalf of
5 himself or any other individual or entity, defendant shall and hereby
6 does withdraw any such claims or petitions, and further agrees to
7 waive any right he may have to seek remission or mitigation of the
8 forfeiture of the Forfeitable Assets.

9 e. Not to assist any other individual in any effort
10 falsely to contest the forfeiture of the Forfeitable Assets.

11 f. Not to claim that reasonable cause to seize the
12 Forfeitable Assets was lacking.

13 g. To prevent the transfer, sale, destruction, or loss of
14 any and all assets described above to the extent defendant has the
15 ability to do so.

16 h. To fill out and deliver to the USAO a completed
17 financial statement listing defendant's assets on a form provided by
18 the USAO.

19 i. That forfeiture of Forfeitable Assets shall not be
20 counted toward satisfaction of any special assessment, fine,
21 restitution, costs, or other penalty the Court may impose.

22 THE USAO'S OBLIGATIONS

23 4. The USAO agrees to:

24 a. Not contest facts agreed to in this agreement.

25 b. Abide by all agreements regarding sentencing contained
26 in this agreement.

27 c. At the time of sentencing, provided that defendant
28 demonstrates an acceptance of responsibility for the offense up to

1 and including the time of sentencing, recommend a two-level reduction
2 in the applicable Sentencing Guidelines offense level, pursuant to
3 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
4 additional one-level reduction if available under that section.

5 NATURE OF THE OFFENSE

6 5. Defendant understands that for defendant to be guilty of
7 the crime charged in counts one and two of the information, that is,
8 Fraud Involving Aircraft Parts in Interstate and Foreign Commerce, in
9 violation of 18 U.S.C. § 38(a)(1)(C), the following must be true: (1)
10 defendant made, used, or caused to be made or used a materially false
11 writing, entry, certification, document or record concerning an
12 aircraft part; (2) defendant acted knowingly and with the intent to
13 defraud; and (3) defendant's conduct in some way affected commerce
14 between one state and another state, or between a state or the United
15 States and a foreign country.

16 PENALTIES AND RESTITUTION

17 6. Defendant understands that the statutory maximum sentence
18 that the Court can impose for each violation of Title 18, United
19 States Code, Section 38(a)(1)(C), is: 10 years' imprisonment; a
20 three-year period of supervised release; a fine of \$250,000 or twice
21 the gross gain or gross loss resulting from the offense, whichever is
22 greatest; and a mandatory special assessment of \$100.

23 7. Defendant understands, therefore, that the total maximum
24 sentence for all offenses to which defendant is pleading guilty is:
25 20 years' imprisonment; a three-year period of supervised release; a
26 fine of \$500,000 or twice the gross gain or gross loss resulting from
27 the offenses, whichever is greatest; and a mandatory special
28 assessment of \$200.

1 8. Defendant understands that defendant will be required to
2 pay full restitution to the victims of the offense to which defendant
3 is pleading guilty. Defendant agrees that, in return for the USAO's
4 compliance with its obligations under this agreement, the Court may
5 order restitution to persons other than the victims of the offense to
6 which defendant is pleading guilty and in amounts greater than those
7 alleged in the count to which defendant is pleading guilty. In
8 particular, defendant agrees that the Court may order restitution to
9 any victim of any of the following for any losses suffered by that
10 victim as a result of any relevant conduct, as defined in U.S.S.G.
11 § 1B1.3, in connection with the offense to which defendant is
12 pleading guilty. The parties currently believe that the applicable
13 amount of restitution is approximately \$1,529,978.20, but recognize
14 and agree that this amount could change based on facts that come to
15 the attention of the parties prior to sentencing.

16 9. Defendant understands that supervised release is a period
17 of time following imprisonment during which defendant will be subject
18 to various restrictions and requirements. Defendant understands that
19 if defendant violates one or more of the conditions of any supervised
20 release imposed, defendant may be returned to prison for all or part
21 of the term of supervised release authorized by statute for the
22 offense that resulted in the term of supervised release, which could
23 result in defendant serving a total term of imprisonment greater than
24 the statutory maximum stated above.

25 10. Defendant understands that, by pleading guilty, defendant
26 may be giving up valuable government benefits and valuable civic
27 rights, such as the right to vote, the right to possess a firearm,
28 the right to hold office, and the right to serve on a jury. Defendant

1 understands that he is pleading guilty to a felony and that it is a
2 federal crime for a convicted felon to possess a firearm or
3 ammunition. Defendant understands that the conviction in this case
4 may also subject defendant to various other collateral consequences,
5 including but not limited to revocation of probation, parole, or
6 supervised release in another case and suspension or revocation of a
7 professional license. Defendant understands that unanticipated
8 collateral consequences will not serve as grounds to withdraw
9 defendant's guilty pleas.

10 11. Defendant understands that, if defendant is not a United
11 States citizen, the felony conviction in this case may subject
12 defendant to: removal, also known as deportation, which may, under
13 some circumstances, be mandatory; denial of citizenship; and denial
14 of admission to the United States in the future. The Court cannot,
15 and defendant's attorney also may not be able to, advise defendant
16 fully regarding the immigration consequences of the felony conviction
17 in this case. Defendant understands that unexpected immigration
18 consequences will not serve as grounds to withdraw defendant's guilty
19 pleas.

20 FACTUAL BASIS

21 12. Defendant admits that defendant is, in fact, guilty of the
22 offense to which defendant is agreeing to plead guilty. Defendant
23 and the USAO agree to the statement of facts provided below and agree
24 that this statement of facts is sufficient to support a plea of
25 guilty to the charges described in this agreement and to establish
26 the Sentencing Guidelines factors set forth in paragraph 14 below but
27 is not meant to be a complete recitation of all facts relevant to the
28

1 underlying criminal conduct or all facts known to either party that
2 relate to that conduct.

3 At all times relevant to this agreement, defendant provided
4 machining, assembly, and production of military and commercial
5 aircraft parts. Defendant was located in Riverside, California,
6 within the Central District of California.

7 Between approximately July 2016 and April 20, 2022, defendant
8 owned and operated California Aircraft and Avionics Corporation
9 ("CAAC"). During that time period, through CAAC, defendant knowingly
10 and with the intent to defraud manufactured and sold fraudulent,
11 counterfeit, and unapproved aircraft parts to private companies and
12 government agencies, and defendant created and used falsified
13 documents in order to mislead customers as to the origin and status
14 of those parts. By selling fraudulent and unapproved parts to
15 companies in the aircraft industry, defendant caused the risk that
16 his parts would be installed on commercial and military aircraft
17 instead of genuine aircraft parts. In so doing, defendant
18 consciously and recklessly caused a risk of death or serious bodily
19 injury to aircraft passengers and to the general public.

20 In April 2021, the North Atlantic Treaty Organization ("NATO")
21 issued a purchase order for several aircraft parts to a Canada-based
22 procurement company called Canamidex. After receiving the parts,
23 NATO reached out to several original equipment manufacturers ("OEMs")
24 identified on the accompanying documents, and at least six of those
25 OEMs informed NATO that the documents were fraudulent. Canamidex had
26 purchased the parts in question from defendant's company CAAC.

27 On or about September 29, 2021, in connection with the NATO
28 order above, defendant knowingly and with intent to defraud, in and

1 affecting interstate commerce, made, used and caused to be made and
2 used a materially false document concerning an aircraft part, namely
3 a falsified Federal Aviation Administration ("FAA") Form 8130-3¹ that
4 defendant sent to Canamidex (the "Form"). The Form falsely stated
5 that it was issued by Meggitt North Hollywood Inc., 12838 Saticoy
6 Street, North Hollywood, CA 91605 ("MNH"), and it falsely certified
7 that the accompanying shipment of aircraft parts with part number
8 9542482 was manufactured in conformity to FAA-approved design data.
9 The Form also falsely stated that it was signed by "Jesse K. Russo"
10 on September 29, 2021. In fact, there was no employee named Jesse K.
11 Russo at MNH's facility. Additionally, MNH only manufactures engine
12 parts, and the part shown on the Form was not an engine part or a
13 part manufactured by MNH. Moreover, the Form was not issued by MNH
14 or any Meggitt company.

15 In the same transaction with Canamidex described above, on or
16 about September 29, 2021, defendant knowingly and with intent to
17 defraud, in and affecting interstate commerce, made, used and caused
18 to be made and used a materially false document concerning an
19 aircraft part, namely a falsified Meggitt Certificate of Conformance²
20 that defendant sent to Canamidex (the "COC"). The COC falsely stated
21 that it was issued by Meggitt Aircraft Braking Systems Corporation
22 ("MABS"), and that it was signed by "John Randell" on September 29,
23 2021. In fact, the COC was not issued by MABS or any other Meggitt
24

25 ¹ An FAA Form 8130-3, also referred to as an "Airworthiness
26 Approval Tag" or a "Federal Aviation Administration Authorized
27 Release Certificate," is traceability documentation that is relied on
to determine the airworthiness of aircraft parts. The form can only
be certified by an individual authorized by the FAA.

28 ² A Certificate of Conformance is a document that serves as an
assurance that the part was produced and inspected by a manufacturer
using the applicable instructions and specifications for that part.

1 company, and no individual by the name of "John Randell" worked for
2 MABS or any other Meggitt company.

3 Based on defendant's conduct described above involving
4 materially false documents, as well as defendant's multiple shipments
5 of fraudulent, counterfeit, and unapproved aircraft parts, defendant
6 caused approximately \$1,277,713.30 in loss to Canamidex, and
7 approximately \$252,265.20 in loss to other companies and agencies in
8 the following amounts:

9 AvAir LLC	\$166,254
10 NASA	\$6,011.2
11 Ocean Air	\$80,000

12 SENTENCING FACTORS

13 13. Defendant understands that in determining defendant's
14 sentence the Court is required to calculate the applicable Sentencing
15 Guidelines range and to consider that range, possible departures
16 under the Sentencing Guidelines, and the other sentencing factors set
17 forth in 18 U.S.C. § 3553(a). Defendant understands that the
18 Sentencing Guidelines are advisory only, that defendant cannot have
19 any expectation of receiving a sentence within the calculated
20 Sentencing Guidelines range, and that after considering the
21 Sentencing Guidelines and the other § 3553(a) factors, the Court will
22 be free to exercise its discretion to impose any sentence it finds
23 appropriate up to the maximum set by statute for the crime of
24 conviction.

25 14. Defendant and the USAO agree to the following applicable
26 Sentencing Guidelines factors:

27 Base Offense Level: 6 [U.S.S.G. § 2B1.1(a)(2)]
28

1 Loss > \$1.5 million +16 [U.S.S.G. § 2B1.1(b)(1)(I)]

2 Conscious or reckless risk of death or serious bodily
 3 injury +2 [U.S.S.G. §2B1.1(b)(16)(A)]

4 Defendant and the USAO reserve the right to argue that additional
 5 specific offense characteristics, adjustments, and departures under
 6 the Sentencing Guidelines are appropriate. Defendant understands
 7 that defendant's offense level could be increased if defendant is a
 8 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's
 9 offense level is so altered, defendant and the USAO will not be bound
 10 by the agreement to Sentencing Guideline factors set forth above.

11 15. Defendant understands that there is no agreement as to
 12 defendant's criminal history or criminal history category.

13 16. Defendant and the USAO reserve the right to argue for a
 14 sentence outside the sentencing range established by the Sentencing
 15 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
 16 (a)(2), (a)(3), (a)(6), and (a)(7).

17 WAIVER OF CONSTITUTIONAL RIGHTS

18 17. Defendant understands that by pleading guilty, defendant
 19 gives up the following rights:

20 a. The right to persist in a plea of not guilty.

21 b. The right to a speedy and public trial by jury.

22 c. The right to be represented by counsel -- and if
 23 necessary have the Court appoint counsel -- at trial. Defendant
 24 understands, however, that, defendant retains the right to be
 25 represented by counsel -- and if necessary have the Court appoint
 26 counsel -- at every other stage of the proceeding.
 27

1 d. The right to be presumed innocent and to have the
2 burden of proof placed on the government to prove defendant guilty
3 beyond a reasonable doubt.

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

12 h. Any and all rights to pursue any affirmative defenses,
13 Fourth Amendment or Fifth Amendment claims, and other pretrial
14 motions that have been filed or could be filed.

15 WAIVER OF APPEAL OF CONVICTION

16 18. Defendant understands that, with the exception of an appeal
17 based on a claim that defendant's guilty pleas were involuntary, by
18 pleading guilty defendant is waiving and giving up any right to
19 appeal defendant's conviction on the offense to which defendant is
20 pleading guilty. Defendant understands that this waiver includes,
21 but is not limited to, arguments that the statute to which defendant
22 is pleading guilty is unconstitutional, and any and all claims that
23 the statement of facts provided herein is insufficient to support
24 defendant's plea of guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 19. Defendant agrees that, provided the Court imposes a total
27 term of imprisonment on all counts of conviction within or below the
28 range corresponding to an offense level of 21 and the criminal

1 history category calculated by the Court, defendant gives up the
2 right to appeal all of the following: (a) the procedures and
3 calculations used to determine and impose any portion of the
4 sentence; (b) the term of imprisonment imposed by the Court; (c) the
5 fine imposed by the Court, provided it is within the statutory
6 maximum; (d) to the extent permitted by law, the constitutionality or
7 legality of defendant's sentence, provided it is within the statutory
8 maximum; (e) the amount and terms of any restitution order, provided
9 it requires payment of no more than \$1,529,978.20; (f) the term of
10 probation or supervised release imposed by the Court, provided it is
11 within the statutory maximum; and (g) any of the following conditions
12 of probation or supervised release imposed by the Court: the
13 conditions set forth in Second Amended General Order 20-04 of this
14 Court; the drug testing conditions mandated by 18 U.S.C.
15 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions
16 authorized by 18 U.S.C. § 3563(b)(7).

17 20. The USAO agrees that, provided (a) all portions of the
18 sentence are at or below the statutory maximum specified above, the
19 USAO gives up its right to appeal any portion of the sentence, with
20 the exception that the USAO reserves the right to appeal the
21 following: (a) the amount of restitution ordered if that amount is
22 less than \$1,529,978.20.

23 RESULT OF WITHDRAWAL OF GUILTY PLEA

24 21. Defendant agrees that if, after entering a guilty plea
25 pursuant to this agreement, defendant seeks to withdraw and succeeds
26 in withdrawing defendant's guilty plea on any basis other than a
27 claim and finding that entry into this plea agreement was
28

1 involuntary, then the USAO will be relieved of all of its obligations
2 under this agreement.

3 EFFECTIVE DATE OF AGREEMENT

4 22. This agreement is effective upon signature and execution of
5 all required certifications by defendant, defendant's counsel, and an
6 Assistant United States Attorney.

7 BREACH OF AGREEMENT

8 23. Defendant agrees that if defendant, at any time after the
9 signature of this agreement and execution of all required
10 certifications by defendant, defendant's counsel, and an Assistant
11 United States Attorney, knowingly violates or fails to perform any of
12 defendant's obligations under this agreement ("a breach"), the USAO
13 may declare this agreement breached. All of defendant's obligations
14 are material, a single breach of this agreement is sufficient for the
15 USAO to declare a breach, and defendant shall not be deemed to have
16 cured a breach without the express agreement of the USAO in writing.
17 If the USAO declares this agreement breached, and the Court finds
18 such a breach to have occurred, then: (a) if defendant has previously
19 entered guilty pleas pursuant to this agreement, defendant will not
20 be able to withdraw the guilty pleas, and (b) the USAO will be
21 relieved of all its obligations under this agreement.

22 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

23 OFFICE NOT PARTIES

24 24. Defendant understands that the Court and the United States
25 Probation and Pretrial Services Office are not parties to this
26 agreement and need not accept any of the USAO's sentencing
27 recommendations or the parties' agreements to facts or sentencing
28 factors.

1 25. Defendant understands that both defendant and the USAO are
2 free to: (a) supplement the facts by supplying relevant information
3 to the United States Probation and Pretrial Services Office and the
4 Court, (b) correct any and all factual misstatements relating to the
5 Court's Sentencing Guidelines calculations and determination of
6 sentence, and (c) argue on appeal and collateral review that the
7 Court's Sentencing Guidelines calculations and the sentence it
8 chooses to impose are not error, although each party agrees to
9 maintain its view that the calculations in paragraph 14 are
10 consistent with the facts of this case. While this paragraph permits
11 both the USAO and defendant to submit full and complete factual
12 information to the United States Probation and Pretrial Services
13 Office and the Court, even if that factual information may be viewed
14 as inconsistent with the facts agreed to in this agreement, this
15 paragraph does not affect defendant's and the USAO's obligations not
16 to contest the facts agreed to in this agreement.

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

27

28

NO ADDITIONAL AGREEMENTS

27. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

TRACY L. WILKISON
United States Attorney

Benjamin Lichtman
BENJAMIN D. LICHTMAN
Assistant United States Attorney

5/5/22
Date

Amor Khan
AMAN KHAN
Defendant

5-4-22
Date

[Signature]
YOUNG KIM
Deputy Federal Public Defender
Attorney for Defendant AMAN KHAN

5/4/22
Date

CERTIFICATION OF DEFENDANT

1

2 I have read this agreement in its entirety. I have had enough

3 time to review and consider this agreement, and I have carefully and

4 thoroughly discussed every part of it with my attorney. I understand

5 the terms of this agreement, and I voluntarily agree to those terms.

6 I have discussed the evidence with my attorney, and my attorney has

7 advised me of my rights, of possible pretrial motions that might be

8 filed, of possible defenses that might be asserted either prior to or

9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),

10 of relevant Sentencing Guidelines provisions, and of the consequences

11 of entering into this agreement. No promises, inducements, or

12 representations of any kind have been made to me other than those

13 contained in this agreement. No one has threatened or forced me in

14 any way to enter into this agreement. I am satisfied with the

15 representation of my attorney in this matter, and I am pleading

16 guilty because I am guilty of the charges and wish to take advantage

17 of the promises set forth in this agreement, and not for any other

18 reason.

19 Amman Khan


20 AMAN KHAN
Defendant

5-4-22

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am AMAN KHAN's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.



YOUNG KIM
Deputy Federal Public Defender
Attorney for Defendant AMAN KHAN

5/4/22

Date