

1 E. MARTIN ESTRADA  
 United States Attorney  
 2 MACK E. JENKINS  
 Assistant United States Attorney  
 3 Chief, Criminal Division  
 SEAN D. PETERSON  
 4 Assistant United States Attorney  
 Chief, Riverside Branch Office  
 5 MITCHELL M. SULIMAN (Cal. Bar No. 301879)  
 Assistant United States Attorney  
 6 Riverside Branch Office  
 3403 Tenth Street, Suite 200  
 7 Riverside, California 92501  
 Telephone: (951) 276-6026  
 8 Facsimile: (951) 276-6202  
 E-mail: Mitchell.Suliman@usdoj.gov  
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10 Attorneys for Plaintiff  
 UNITED STATES OF AMERICA  
 11

12 UNITED STATES DISTRICT COURT  
 13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,  
 15 Plaintiff,  
 16 v.  
 17 MICHAEL ALLEN STARKWEATHER,  
 18 Defendant.  
 19

Case No. 5:22-CR-271-SVW  
PLEA AGREEMENT FOR DEFENDANT  
MICHAEL ALLEN STARKWEATHER

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

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:  
 28

1 a. At the earliest opportunity requested by the USAO and  
2 provided by the Court, appear and plead guilty to the single count of  
3 the indictment in United States v. Michael Allen Starkweather, Case  
4 Number 5:22-CR-271-SVW, which charges defendant with possession of an  
5 unregistered firearm, in violation of 26 U.S.C. § 5861(d).

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

7 c. Abide by all agreements regarding sentencing contained  
8 in this agreement.

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

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

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

18 g. Pay the applicable special assessments at or before  
19 the time of sentencing unless defendant has demonstrated a lack of  
20 ability to pay such assessments.

21 h. Recommend that defendant be sentenced to a term of  
22 imprisonment of no less than 87 months' imprisonment, and not seek,  
23 argue, or suggest in any way, either verbally or in writing, that the  
24 Court impose a term of imprisonment below 87 months' imprisonment.  
25 In making this agreement, defendant has considered the applicable  
26 Sentencing Guidelines range, defined by the Sentencing Table in  
27 U.S.S.G. Chapter 5, Part A, and the factors listed in 18 U.S.C.

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1 § 3553(a)(1)-(7), and has determined that this recommendation is an  
2 appropriate disposition of this case.

3 THE USAO'S OBLIGATIONS

4 3. The USAO agrees to:

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

6 b. Abide by all agreements regarding sentencing contained  
7 in this agreement.

8 c. At the time of sentencing, provided that defendant  
9 demonstrates an acceptance of responsibility for the offense up to  
10 and including the time of sentencing, recommend a two-level reduction  
11 in the applicable Sentencing Guidelines offense level, pursuant to  
12 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
13 additional one-level reduction if available under that section.

14 d. Except for criminal tax violations (including  
15 conspiracy to commit such violations chargeable under 18 U.S.C.  
16 § 371), not further criminally prosecute defendant for violations of  
17 18 U.S.C. §§ 922(g)(1), 1028A, 1029(a)(2), 1344, 1704, and 1708,  
18 arising out of defendant's unlawful possession of a firearm, stolen  
19 mail matter, and postal arrow keys; use of unauthorized access  
20 devices; defrauding of a bank; and engaging in aggravated identity  
21 theft, as described in the agreed-to factual basis set forth in  
22 paragraph 11 below. Defendant understands that the USAO is free to  
23 criminally prosecute defendant for any other unlawful past conduct or  
24 any unlawful conduct that occurs after the date of this agreement.  
25 Defendant agrees that at the time of sentencing the Court may  
26 consider the uncharged conduct in determining the applicable  
27 Sentencing Guidelines range, the propriety and extent of any  
28 departure from that range, and the sentence to be imposed after

1 consideration of the Sentencing Guidelines and all other relevant  
2 factors under 18 U.S.C. § 3553(a).

3 e. With respect to the single count of the indictment,  
4 not seek a sentence of imprisonment above 87 months' imprisonment,  
5 provided that the offense level used by the Court to determine that  
6 range is 21 or higher and provided that the Court does not depart  
7 downward in offense level or criminal history category. For purposes  
8 of this agreement, the mid-point of the Sentencing Guidelines range  
9 is that defined by the Sentencing Table in U.S.S.G. Chapter 5, Part  
10 A.

11 NATURE OF THE OFFENSE

12 4. Defendant understands that for defendant to be guilty of  
13 the crime charged in the single count of the indictment, that is,  
14 possession of an unregistered firearm, in violation of 26 U.S.C.  
15 § 5861(d), the following must be true:

16 a. The defendant knowingly possessed a destructive  
17 device;

18 b. The defendant was aware that the device he possessed  
19 was a pipe bomb;

20 c. And the defendant had not registered the destructive  
21 device with the National Firearms Registration and Transfer Record.

22 PENALTIES

23 5. Defendant understands that the statutory maximum sentence  
24 that the Court can impose for a violation of Title 26, United States  
25 Code, Section 5861(d), is: 10 years' imprisonment; a 3-year period of  
26 supervised release; a fine of \$10,000 or twice the gross gain or  
27 gross loss resulting from the offense, whichever is greatest; and a  
28 mandatory special assessment of \$100.

1           6.     The Court will also order forfeiture of the property listed  
2 in single count of the indictment pursuant to 26 U.S.C. § 5872 and 28  
3 U.S.C. § 2461(c).

4           7.     Defendant understands that supervised release is a period  
5 of time following imprisonment during which defendant will be subject  
6 to various restrictions and requirements. Defendant understands that  
7 if defendant violates one or more of the conditions of any supervised  
8 release imposed, defendant may be returned to prison for all or part  
9 of the term of supervised release authorized by statute for the  
10 offense that resulted in the term of supervised release, which could  
11 result in defendant serving a total term of imprisonment greater than  
12 the statutory maximum stated above.

13           8.     Defendant understands that, by pleading guilty, defendant  
14 may be giving up valuable government benefits and valuable civic  
15 rights, such as the right to vote, the right to possess a firearm,  
16 the right to hold office, and the right to serve on a jury. Defendant  
17 understands that he is pleading guilty to a felony and that it is a  
18 federal crime for a convicted felon to possess a firearm or  
19 ammunition. Defendant understands that the conviction in this case  
20 may also subject defendant to various other collateral consequences,  
21 including but not limited to revocation of probation, parole, or  
22 supervised release in another case and suspension or revocation of a  
23 professional license. Defendant understands that unanticipated  
24 collateral consequences will not serve as grounds to withdraw  
25 defendant's guilty plea.

26           9.     Defendant and his counsel have discussed the fact that, and  
27 defendant understands that, if defendant is not a United States  
28 citizen, the conviction in this case makes it practically inevitable

1 and a virtual certainty that defendant will be removed or deported  
2 from the United States. Defendant may also be denied United States  
3 citizenship and admission to the United States in the future.  
4 Defendant understands that while there may be arguments that  
5 defendant can raise in immigration proceedings to avoid or delay  
6 removal, removal is presumptively mandatory and a virtual certainty  
7 in this case. Defendant further understands that removal and  
8 immigration consequences are the subject of a separate proceeding and  
9 that no one, including his attorney or the Court, can predict to an  
10 absolute certainty the effect of his conviction on his immigration  
11 status. Defendant nevertheless affirms that he wants to plead guilty  
12 regardless of any immigration consequences that his plea may entail,  
13 even if the consequence is automatic removal from the United States.

14 FACTUAL BASIS

15 10. Defendant admits that defendant is, in fact, guilty of the  
16 offense to which defendant is agreeing to plead guilty. Defendant  
17 and the USAO agree to the statement of facts provided below and agree  
18 that this statement of facts is sufficient to support a plea of  
19 guilty to the charge described in this agreement and to establish the  
20 Sentencing Guidelines factors set forth in paragraph 14 below but is  
21 not meant to be a complete recitation of all facts relevant to the  
22 underlying criminal conduct or all facts known to either party that  
23 relate to that conduct.

24 11. On October 15, 2022, San Bernardino Police Department  
25 officers were dispatched to a residence in San Bernardino County,  
26 within the Central District of California, for a reported stabbing.  
27 The officers conducted a safety sweep of the residence. During the  
28 safety sweep, the officers encountered defendant, who was on post

1 release community supervision (PRCS) and had a pending hold for  
2 violations. Law enforcement searched defendant's room and discovered  
3 a galvanized steel pipe that was modified into an explosive pipe  
4 bomb. Defendant admitted under Miranda that the pipe bomb was his.  
5 The pipe bomb is both a firearm and a destructive device as defined  
6 by 26 U.S.C. §§ 5845(a)(8) and (f) because it was an explosive or  
7 incendiary bomb. The device classifies as a destructive device which  
8 can be placed, thrown and is destructive in nature. Furthermore, the  
9 device is capable of causing serious injury and/or death. The  
10 defendant knowingly possessed this pipe bomb and was aware that the  
11 device was a pipe bomb. The destructive device was not registered to  
12 the defendant in the National Firearms Registration and Transfer  
13 Record.

14 Additionally, on or about October 7, 2021, in San Bernardino  
15 County, within the Central District of California, defendant was  
16 found unlawfully possessing mail matter, identification documents,  
17 medical records, benefits/debit cards, and checks made payable to or  
18 belonging to 36 individuals or entities, other than defendant.  
19 Defendant also unlawfully possessed two postal arrow keys.  
20 Furthermore, defendant possessed US Bank records, showing that he had  
21 deposited a \$2,400 check from an individual, whose initials are J.R.  
22 The check listed defendant as the payee, even though J.R. did not  
23 authorize any such payment to defendant.

24 SENTENCING FACTORS

25 12. Defendant understands that in determining defendant's  
26 sentence the Court is required to calculate the applicable Sentencing  
27 Guidelines range and to consider that range, possible departures  
28 under the Sentencing Guidelines, and the other sentencing factors set

1 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
2 Sentencing Guidelines are advisory only, that defendant cannot have  
3 any expectation of receiving a sentence within the calculated  
4 Sentencing Guidelines range, and that after considering the  
5 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
6 be free to exercise its discretion to impose any sentence it finds  
7 appropriate up to the maximum set by statute for the crime of  
8 conviction.

9 13. Defendant and the USAO agree to the following applicable  
10 Sentencing Guidelines factors:

11	Base Offense Level:	22	[U.S.S.G. § 2K2.1(a)(3)]
12	Specific Offense		
13	Characteristics [destructive device]	+2	[U.S.S.G. § 2K2.1(b)(3)(B)]

14 Defendant and the USAO reserve the right to argue that additional  
15 specific offense characteristics, adjustments, and departures under  
16 the Sentencing Guidelines are appropriate. Defendant understands  
17 that defendant's offense level could be increased if defendant is a  
18 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2 or if defendant has  
19 additional prior conviction(s) for either a crime of violence or a  
20 controlled substance offense under U.S.S.G. § 2K2.1. If defendant's  
21 offense level is so altered, defendant and the USAO will not be bound  
22 by the agreement to Sentencing Guideline factors set forth above.

23 14. Defendant understands that there is no agreement as to  
24 defendant's criminal history or criminal history category.

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



1 appeal defendant's conviction on the offense to which defendant is  
2 pleading guilty. Defendant understands that this waiver includes,  
3 but is not limited to, arguments that the statute to which defendant  
4 is pleading guilty is unconstitutional, and any and all claims that  
5 the statement of facts provided herein is insufficient to support  
6 defendant's plea of guilty.

7 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

8 18. Defendant agrees that, provided the Court imposes a term of  
9 imprisonment at or below the statutory maximum, defendant gives up  
10 the right to appeal all of the following: (a) the procedures and  
11 calculations used to determine and impose any portion of the  
12 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
13 fine imposed by the Court, provided it is within the statutory  
14 maximum; (d) to the extent permitted by law, the constitutionality or  
15 legality of defendant's sentence, provided it is within the statutory  
16 maximum; (e) the term of probation or supervised release imposed by  
17 the Court, provided it is within the statutory maximum; and (f) any  
18 of the following conditions of probation or supervised release  
19 imposed by the Court: the conditions set forth in Second Amended  
20 General Order 20-04 of this Court; the drug testing conditions  
21 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and  
22 drug use conditions authorized by 18 U.S.C. § 3563(b)(7); and any  
23 conditions of probation or supervised release agreed to by defendant  
24 in paragraph 2 above.

25 19. The USAO agrees that, provided (a) all portions of the  
26 sentence are at or below the statutory maximum specified above and  
27 (b) the Court imposes a term of imprisonment of no less than 87  
28

1 months, the USAO gives up its right to appeal any portion of the  
2 sentence.

3 WAIVER OF APPEAL AND COLLATERAL ATTACK

4 20. Defendant gives up the right to appeal all of the  
5 following: (a) the procedures and calculations used to determine and  
6 impose any portion of the sentence; (b) the term of imprisonment  
7 imposed by the Court, including, to the extent permitted by law, the  
8 constitutionality or legality of defendant's sentence, provided it is  
9 within the statutory maximum; (c) the fine imposed by the Court,  
10 provided it is within the statutory maximum; (d) the term of  
11 probation or supervised release imposed by the Court, provided it is  
12 within the statutory maximum; and (e) any of the following conditions  
13 of probation or supervised release imposed by the Court: the  
14 conditions set forth in Second Amended General Order 20-04 of this  
15 Court; the drug testing conditions mandated by 18 U.S.C.  
16 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions  
17 authorized by 18 U.S.C. § 3563(b)(7); and any conditions of probation  
18 or supervised release agreed to by defendant in paragraph 2 above.

19 21. Defendant also gives up any right to bring a post-  
20 conviction collateral attack on the conviction or sentence, except a  
21 post-conviction collateral attack based on a claim of ineffective  
22 assistance of counsel, a claim of newly discovered evidence, or an  
23 explicitly retroactive change in the applicable Sentencing  
24 Guidelines, sentencing statutes, or statutes of conviction.  
25 Defendant understands that this waiver includes, but is not limited  
26 to, arguments that the statute to which defendant is pleading guilty  
27 is unconstitutional, and any and all claims that the statement of  
28

1 facts provided herein is insufficient to support defendant's plea of  
2 guilty.

3 22. This agreement does not affect in any way the right of the  
4 USAO to appeal the sentence imposed by the Court.

5 RESULT OF WITHDRAWAL OF GUILTY PLEA

6 23. Defendant agrees that if, after entering a guilty plea  
7 pursuant to this agreement, defendant seeks to withdraw and succeeds  
8 in withdrawing defendant's guilty plea on any basis other than a  
9 claim and finding that entry into this plea agreement was  
10 involuntary, then (a) the USAO will be relieved of all of its  
11 obligations under this agreement; and (b) should the USAO choose to  
12 pursue any charge or any civil, administrative, or regulatory action  
13 that was either dismissed or not filed as a result of this agreement,  
14 then (i) any applicable statute of limitations will be tolled between  
15 the date of defendant's signing of this agreement and the filing  
16 commencing any such action; and (ii) defendant waives and gives up  
17 all defenses based on the statute of limitations, any claim of pre-  
18 indictment delay, or any speedy trial claim with respect to any such  
19 action, except to the extent that such defenses existed as of the  
20 date of defendant's signing this agreement.

21 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

22 24. Defendant agrees that if the count of conviction is  
23 vacated, reversed, or set aside, or the destructive device  
24 enhancement imposed by the Court to which the parties stipulated in  
25 this agreement is vacated or set aside, both the USAO and defendant  
26 will be released from all their obligations under this agreement.

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1 EFFECTIVE DATE OF AGREEMENT

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

5 BREACH OF AGREEMENT

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

20 27. Following the Court's finding of a knowing breach of this  
21 agreement by defendant, should the USAO choose to pursue any charge  
22 or any civil, administrative, or regulatory action that was either  
23 dismissed or not filed as a result of this agreement, then:

24 a. Defendant agrees that any applicable statute of  
25 limitations is tolled between the date of defendant's signing of this  
26 agreement and the filing commencing any such action.

27 b. Defendant waives and gives up all defenses based on  
28 the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the  
2 extent that such defenses existed as of the date of defendant's  
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by  
5 defendant, under oath, at the guilty plea hearing (if such a hearing  
6 occurred prior to the breach); (ii) the agreed to factual basis  
7 statement in this agreement; and (iii) any evidence derived from such  
8 statements, shall be admissible against defendant in any such action  
9 against defendant, and defendant waives and gives up any claim under  
10 the United States Constitution, any statute, Rule 410 of the Federal  
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
12 Procedure, or any other federal rule, that the statements or any  
13 evidence derived from the statements should be suppressed or are  
14 inadmissible.

15 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

16 OFFICE NOT PARTIES

17 28. Defendant understands that the Court and the United States  
18 Probation and Pretrial Services Office are not parties to this  
19 agreement and need not accept any of the USAO's sentencing  
20 recommendations or the parties' agreements to facts or sentencing  
21 factors.

22 29. Defendant understands that both defendant and the USAO are  
23 free to: (a) supplement the facts by supplying relevant information  
24 to the United States Probation and Pretrial Services Office and the  
25 Court, (b) correct any and all factual misstatements relating to the  
26 Court's Sentencing Guidelines calculations and determination of  
27 sentence, and (c) argue on appeal and collateral review that the  
28 Court's Sentencing Guidelines calculations and the sentence it

1 chooses to impose are not error, although each party agrees to  
2 maintain its view that the calculations in paragraph 14 are  
3 consistent with the facts of this case. While this paragraph permits  
4 both the USAO and defendant to submit full and complete factual  
5 information to the United States Probation and Pretrial Services  
6 Office and the Court, even if that factual information may be viewed  
7 as inconsistent with the facts agreed to in this agreement, this  
8 paragraph does not affect defendant's and the USAO's obligations not  
9 to contest the facts agreed to in this agreement.

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

20 NO ADDITIONAL AGREEMENTS

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

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

32. 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

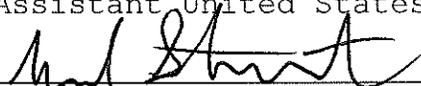
E. MARTIN ESTRADA  
United States Attorney



MITCHELL M. SULIMAN  
Assistant United States Attorney

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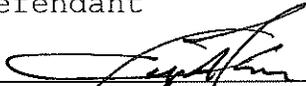
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MICHAEL ALLEN STARKWEATHER  
Defendant

4-18-23

Date



YOUNG J. KIM  
Deputy Federal Public Defender

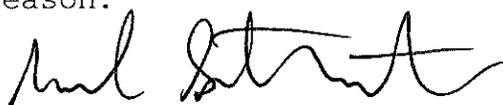
4/18/23

Date

Attorney for Defendant  
MICHAEL ALLEN STARKWEATHER

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my 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. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



4-18-23

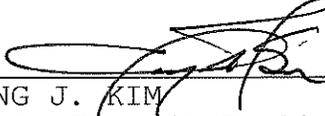
MICHAEL ALLEN STARKWEATHER  
Defendant

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am MICHAEL ALLEN STARKWEATHER'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

1 provisions, and of the consequences of entering into this agreement.  
2 To my knowledge: no promises, inducements, or representations of any  
3 kind have been made to my client other than those contained in this  
4 agreement; no one has threatened or forced my client in any way to  
5 enter into this agreement; my client's decision to enter into this  
6 agreement is an informed and voluntary one; and the factual basis set  
7 forth in this agreement is sufficient to support my client's entry of  
8 guilty plea pursuant to this agreement.

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10   
YOUNG J. KIM  
Deputy Federal Public Defender

4/18/23  
Date

11 Attorney for Defendant  
12 MICHAEL ALLEN STARKWEATHER

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