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Attorneys for Plaintiff
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 TONY TYRON LEE STEWART,
RAYFORD NEWSOME, and
16 JEROME GREGORY BELSER,

17 Defendants.
18

No. CR 22-00028-JAK

PLEA AGREEMENT FOR DEFENDANT
TONY TYRON LEE STEWART

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

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
28 provided by the Court, appear and plead guilty to Count One of the

1 indictment in United States v. Tony Tyron Lee Stewart, et al., CR No.
2 22-00028-JAK, which charges defendant with Conspiracy to Interfere
3 with Commerce by Robbery, in violation of 18 U.S.C. § 1951(a).

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 assessments.

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 a
27 guilty plea, 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 THE USAO'S OBLIGATIONS

13 3. The USAO agrees to:

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

15 b. Abide by all agreements regarding sentencing contained
16 in this agreement.

17 c. At the time of sentencing, move to dismiss the
18 remaining counts of the indictment as against defendant. Defendant
19 agrees, however, that at the time of sentencing the Court may
20 consider any dismissed charges in determining the applicable
21 Sentencing Guidelines range, the propriety and extent of any
22 departure from that range, and the sentence to be imposed.

23 d. At the time of sentencing, provided that defendant
24 demonstrates an acceptance of responsibility for the offense up to
25 and including the time of sentencing, recommend a two-level reduction
26 in the applicable Sentencing Guidelines offense level, pursuant to
27 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
28 additional one-level reduction if available under that section.

1 e. Recommend that defendant be sentenced to a term of
2 imprisonment no higher than the low end of the applicable Sentencing
3 Guidelines range. For purposes of this agreement, the low end of the
4 Sentencing Guidelines range is that defined by the Sentencing Table
5 in U.S.S.G. Chapter 5, Part A.

6 NATURE OF THE OFFENSE

7 4. Defendant understands that for defendant to be guilty of
8 the crime charged in Count One, that is, Conspiracy to Interfere with
9 Commerce by Robbery, in violation of Title 18, United States Code,
10 Section 1951(a), the following must be true: (1) there was an
11 agreement between two or more persons to interfere with commerce by
12 robbery; and (2) defendant became a member of the conspiracy knowing
13 of its object and intending to help accomplish it.

14 PENALTIES AND RESTITUTION

15 5. Defendant understands that the statutory maximum sentence
16 that the Court can impose for a violation of Title 18, United States
17 Code, Section 1951(a), is: 20 years' imprisonment; a three-year
18 period of supervised release; a fine of \$250,000 or twice the gross
19 gain or gross loss resulting from the offense, whichever is greatest;
20 and a mandatory special assessment of \$100.

21 6. Defendant understands that supervised release is a period
22 of time following imprisonment during which defendant will be subject
23 to various restrictions and requirements. Defendant understands that
24 if defendant violates one or more of the conditions of any supervised
25 release imposed, defendant may be returned to prison for all or part
26 of the term of supervised release authorized by statute for the
27 offense that resulted in the term of supervised release, which could
28

1 result in defendant serving a total term of imprisonment greater than
2 the statutory maximum stated above.

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

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

26 FACTUAL BASIS

27 9. Defendant admits that defendant is, in fact, guilty of the
28 offense to which defendant is agreeing to plead guilty. Defendant

1 and the USAO agree to the statement of facts provided below and agree
2 that this statement of facts is sufficient to support a plea of
3 guilty to the charge described in this agreement and to establish the
4 Sentencing Guidelines factors set forth in paragraph 11 below but is
5 not meant to be a complete recitation of all facts relevant to the
6 underlying criminal conduct or all facts known to either party that
7 relate to that conduct.

8 On January 15, 2022, defendant, along with Indicted Co-
9 Conspirator 2 and Indicted Co-Conspirator 3, conspired to commit a
10 robbery of the T-Mobile stores, located at 2601 N. Bellflower
11 Boulevard, Long Beach, California, (the "Long Beach T-Mobile Store"),
12 20769 Avalon Boulevard, Carson, California (the "Carson T-Mobile
13 Store"), 619 W. Manchester Avenue, Inglewood, California (the
14 "Inglewood Avenue T-Mobile Store"), 17133 Ventura Boulevard, Encino,
15 California (the "Encino T-Mobile Store"), and 1656 Arneill Road,
16 Camarillo, California (the "Camarillo T-Mobile Store").

17 To effectuate the robbery of each store, Indicted Co-Conspirator
18 2 drove the co-conspirators, including defendant, to each location.
19 At each location, defendant, Indicted Co-Conspirator 3, and
20 Unindicted Co-Conspirator 1, entered the T-Mobile or AT&T store
21 during store hours carrying hammers with employees and customers
22 present. Inside, defendant, Indicted Co-Conspirator 3, and
23 Unindicted Co-Conspirator 1 smashed security display cases with their
24 hammers to remove cellular telephones, watches, and other electronic
25 devices. Defendant, along with Indicted Co-Conspirator 3 and
26 Unindicted Co-Conspirator 1 then stole the merchandise from the
27 store, fled, and were driven away by Indicted Co-Conspirator 2.

1 Following the robbery of the Camarillo T-Mobile store,
2 defendant, along with Indicted Co-Conspirator 3 and Unindicted Co-
3 Conspirator 1, and with Indicted Co-Conspirator 2 driving, fled from
4 police officers when officers attempted to affect a lawful traffic
5 stop. Defendant and his co-conspirators led officers on a vehicle
6 pursuit throughout a residential neighborhood in Los Angeles before
7 Indicted Co-Conspirator 2 stopped the car.

8 In addition to the January 15, 2022 robberies, defendant --
9 and/or other members of the conspiracy that was foreseeable to
10 defendant -- previously committed the following robberies throughout
11 Los Angeles county, or other counties within the Central District of
12 California, each with a similar modus operandi, entering the store
13 during store hours carrying hammers, smashing security display cases,
14 and fleeing with merchandise:

15 a. 7307 N. Figueroa St., Los Angeles, California;
16 November 11, 2021

17 b. 3816 W. Magnolia Blvd., Burbank, California; November
18 16, 2021;

19 c. 1818 Durfee Ave., S. El Monte, California; November
20 29, 2021;

21 d. 3725 Foothill Blvd., La Crescenta, California;
22 December 6, 2021;

23 e. 2040 Glenoaks Blvd., San Fernando, California;
24 December 6, 2021;

25 f. 8225 Topanga Canyon Blvd., Canoga Park, California;
26 December 6, 2021;

27 g. 10569 W. Pico Blvd., Los Angeles, California; December
28 6, 2021;

1 h. 4371 Glencoe Ave. Marina Del Ray, California; December
2 6, 2021;
3 i. 1338 E. Valley Blvd., Alhambra, California; December
4 8, 2021;
5 j. 2108 S. Atlantic Blvd., Monterey Park, California;
6 December 8, 2021;
7 k. 429 N. Western Blvd., Los Angeles, California;
8 December 8, 2021;
9 l. 3183 Wilshire Blvd., Los Angeles, California; December
10 8, 2021;
11 m. 1088 Huntington Dr., Duarte, California; December 13,
12 2021;
13 n. 1271 N. Lake Ave., Pasadena, California; December 13,
14 2021;
15 o. 4800 Laurel Canyon Blvd., Valley Village, California;
16 December 13, 2021;
17 p. 21844 Ventura Blvd., Woodland Hills, California;
18 December 13, 2021;
19 q. 182707 Sherman Way, Reseda, California; December 13,
20 2021;
21 r. 524 PCH Hwy., Hermosa Beach, California; December 13,
22 2021;
23 s. 1216 S. Idaho St., La Hambra, California; December 16,
24 2021;
25 t. 5301 Whittier Blvd., East Los Angeles, California;
26 December 17, 2021;
27 u. 2950 Cochran St., Simi Valley, California; December
28 20, 2021;

1 v. 105 N. Alameda Ave., Burbank, California; December 20,
2 2021;
3 w. 2904 Hyperion Ave., Los Angeles California; December
4 20, 2021;
5 x. 1207 S. Soto St., Los Angeles, California; December
6 20, 2021;
7 y. 680 W. Huntington Dr., Monrovia, California; December
8 23, 2021;
9 z. 11719 Rosecrans Ave., Norwalk, California; December
10 23, 2021;
11 aa. 2401 N. Broadway Ave., Los Angeles, California;
12 December 23, 2021;
13 bb. 551 S. Western Ave.; Los Angeles, California; December
14 23, 2021;
15 cc. 333 East Main St., Alhambra, California; December 28,
16 2021;
17 dd. 9400 Firestone Blvd., Downey, California; December 28,
18 2021.
19 ee. 9210 Lakewood Blvd., Downey, California; December 28,
20 2021;
21 ff. 6919 Eastern Ave., Bell Gardens, California; December
22 28, 2021;
23 gg. 482 E. Washington Blvd., Los Angeles, California;
24 December 28, 2021;
25 hh. 4550 Van Nuys Blvd., Sherman Oaks, California;
26 December 28, 2021;
27 ii. 5807 Kanan Rd., Agoura Hills, California; December 28,
28 2021;

1 jj. 415 W. Ventura Blvd., Camarillo, California; December
2 28, 2021;

3 kk. 5555 N. Azusa Ave., Azusa, California; December 29,
4 2021;

5 ll. 12989 Park Plaza Dr., Cerritos, California; December
6 29, 2021;

7 mm. 13528 Lakewood Blvd., Bellflower, California; December
8 29, 2021;

9 nn. 15942 Halliburton Rd., Hacienda Heights, California;
10 December 30, 2021;

11 oo. 1316 N. Azusa Ave., Covina, California; January 3,
12 2022;

13 pp. 506 Foothill Blvd., La Canada, California; January 5,
14 2022;

15 qq. 10404 Sepulveda Bl., Mission Hills, California;
16 January 5, 2022;

17 rr. 6400 Owensmouth Ave., Woodland Hills, California;
18 January 5, 2022;

19 ss. 1040 Mt. Vernon Ave., Colton, California; January 10,
20 2022;

21 tt. 2515 E. Imperial Hwy., Colton, California; January 11,
22 2022;

23 uu. 19756 Colima Rd., Rowland Heights, California; January
24 11, 2022;

25 vv. 680 W. Huntington Dr., Monrovia, California; January
26 11, 2022;

27 ww. 1019-101 W. Ave L., Lancaster, California; January 13,
28 2022;

1 xx. 1054 W. Valley Blvd., Tahachapi, California; January
2 13, 2022;

3 yy. 1619 W. Pico Blvd., Los Angeles, California; January
4 13, 2022;

5 zz. 2708 E. 1st St., Los Angeles, California; January 13,
6 2022.

7 Each of these robberies affected interstate commerce as each of
8 the stores operate in interstate commerce, receive goods from out of
9 state, and accept credit cards.

10 The robberies resulted in a loss of approximately \$293,444. In
11 addition, the robberies caused approximately \$46,376 in damage to the
12 stores.

13 SENTENCING FACTORS

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

26 11. Defendant and the USAO agree to the following applicable
27 Sentencing Guidelines factors:
28

1	Base Offense Level:	20	[U.S.S.G. § 2B3.1(a)]
2	Specific Offense		
3	Characteristics (dangerous		
4	weapon brandished):	+3	[U.S.S.G. § 2B3.1(b)(2)(E)]
5	Adjustments (Multi-Count):	+5	[U.S.S.G. § _3D1.4]
6	Loss amount: > \$95,000:	+2	[U.S.S.G. § 2B3.1(b)(7)(B)]
7	Reckless Flight:	+2	[U.S.S.G. § 3C1.2]

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

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

WAIVER OF CONSTITUTIONAL RIGHTS

14. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.
- d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.
- e. The right to confront and cross-examine witnesses against defendant.

1 f. The right to testify and to present evidence in
2 opposition to the charges, including the right to compel the
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if
5 defendant chose not to testify or present evidence, to have that
6 choice not be used against defendant.

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

10 WAIVER OF APPEAL OF CONVICTION

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

20 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

21 16. Defendant agrees that, provided the Court imposes a term of
22 imprisonment within or below the range corresponding to an offense
23 level of 29 and the criminal history category calculated by the
24 Court, defendant gives up the right to appeal all of the following:
25 (a) the procedures and calculations used to determine and impose any
26 portion of the sentence, with the exception of the Court's
27 calculation of defendant's criminal history category; (b) the term of
28 imprisonment imposed by the Court; (c) the fine imposed by the Court,

1 provided it is within the statutory maximum; (d) to the extent
2 permitted by law, the constitutionality or legality of defendant's
3 sentence, provided it is within the statutory maximum; (e) the amount
4 and terms of any restitution order, provided it requires payment of
5 no more than \$51,514.55; (f) the term of probation or supervised
6 release imposed by the Court, provided it is within the statutory
7 maximum; and (g) any of the following conditions of probation or
8 supervised release imposed by the Court: the conditions set forth in
9 Second Amended General Order 20-04 of this Court; the drug testing
10 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
11 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

12 17. The USAO agrees that, provided the Court imposes a term of
13 imprisonment within or above the range corresponding to an offense
14 level of 29 and the criminal history category calculated by the
15 Court, the USAO gives up its right to appeal any portion of the
16 sentence.

17 RESULT OF WITHDRAWAL OF GUILTY PLEA

18 18. Defendant agrees that if, after entering a guilty pleas
19 pursuant to this agreement, defendant seeks to withdraw and succeeds
20 in withdrawing defendant's guilty plea on any basis other than a
21 claim and finding that entry into this plea agreement was
22 involuntary, then (a) the USAO will be relieved of all of its
23 obligations under this agreement; and (b) should the USAO choose to
24 pursue any charge that was either dismissed or not filed as a result
25 of this agreement, then (i) any applicable statute of limitations
26 will be tolled between the date of defendant's signing of this
27 agreement and the filing commencing any such action; and
28 (ii) defendant waives and gives up all defenses based on the statute

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

5 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

6 19. Defendant agrees that if the count of conviction is
7 vacated, reversed, or set aside, both the USAO and defendant will be
8 released from all their obligations under this agreement.

9 EFFECTIVE DATE OF AGREEMENT

10 20. This agreement is effective upon signature and execution of
11 all required certifications by defendant, defendant's counsel, and an
12 Assistant United States Attorney.

13 BREACH OF AGREEMENT

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

1 22. Following the Court's finding of a knowing breach of this
2 agreement by defendant, should the USAO choose to pursue any charge
3 that was either dismissed or not filed as a result of this agreement,
4 then:

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

8 b. Defendant waives and gives up all defenses based on
9 the statute of limitations, any claim of pre-indictment delay, or any
10 speedy trial claim with respect to any such action, except to the
11 extent that such defenses existed as of the date of defendant's
12 signing this agreement.

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

24 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25 OFFICE NOT PARTIES

26 23. Defendant understands that the Court and the United States
27 Probation and Pretrial Services Office are not parties to this
28 agreement and need not accept any of the USAO's sentencing

1 recommendations or the parties' agreements to facts or sentencing
2 factors.

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

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

NO ADDITIONAL AGREEMENTS

26. 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

27. 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

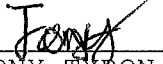
TRACY L. WILKISON
United States Attorney



KEVIN J. BUTLER
Assistant United States Attorney

5/18/22

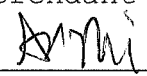
Date



TONY TYRON LEE STEWART
Defendant

5/18/22

Date



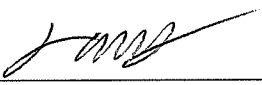
ADITHYA MANI
Attorney for Defendant
TONY TYRON LEE STEWART

5/18/22

Date

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.



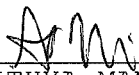
TONY TYRON LEE STEWART
Defendant

5/18/22

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Tony Tyron Lee Stewart'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 a guilty plea pursuant to this agreement.



ADITHYA MANI
Attorney for Defendant TONY TRYON
LEE STEWART

5/18/22

Date