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8 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,

No. CR 21-99-MCS

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT  
ZE' SHAWN STANLEY CAMPBELL

14 v.

15 ZE' SHAWN STANLEY CAMPBELL,

16 Defendant.

17  
 18 1. This constitutes the plea agreement between Ze' Shawn  
 19 Stanley Campbell ("defendant") and the United States Attorney's  
 20 Office for the Central District of California (the "USAO") in the  
 21 above-captioned case. This agreement is limited to the USAO and  
 22 cannot 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. At the earliest opportunity requested by the USAO and  
 27 provided by the Court, appear and plead guilty to counts three and  
 28 six of the indictment in United States v. Campbell, CR No. 21-99-MCS,

1 which charge defendant with wire fraud, in violation of 18 U.S.C.  
2 § 1343, and engaging in monetary transactions in property derived  
3 from specified unlawful activity, in violation of 18 U.S.C. § 1957.

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 assessments at or before  
17 the 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 offenses 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 NATURE OF THE OFFENSES

2 4. Defendant understands that for defendant to be guilty of  
3 the crime charged in count three, that is, wire fraud, in violation  
4 of Title 18, United States Code, Section 1343, the following must be  
5 true:

6 a. Defendant knowingly devised a scheme or plan to  
7 defraud, or a scheme or plan for obtaining money or property by means  
8 of false or fraudulent pretenses, representations, or promises;

9 b. The statements made as part of the scheme were  
10 material; that is, they had a natural tendency to influence, or were  
11 capable of influencing, a person to part with money or property;

12 c. The defendant acted with the intent to defraud, that  
13 is, the intent to deceive and cheat; and

14 d. The defendant used, or caused to be used, a wire  
15 communication to carry out or attempt to carry out an essential part  
16 of the scheme.

17 5. Defendant understands that for defendant to be guilty of  
18 the crime charged in count six, in violation of Title 18, United  
19 States Code, Section 1957, the following must be true:

20 a. The defendant knowingly engaged or attempted to engage  
21 in a monetary transaction;

22 b. The defendant knew the transaction involved criminally  
23 derived property;

24 c. The property had a value greater than \$10,000;

25 d. The property was, in fact, derived from wire fraud, as  
26 charged in counts one through five of the indictment; and

27 e. The transaction occurred in the United States.

28



1 gross loss resulting from the offense, whichever is greatest; and a  
2 mandatory special assessment of \$100.

3 8. Defendant understands, therefore, that the total maximum  
4 sentence for all offenses to which defendant is pleading guilty is:  
5 30 years of imprisonment; a 3-year period of supervised release; a  
6 fine of \$500,000 or twice the gross gain or gross loss resulting from  
7 the offenses, whichever is greatest; and mandatory special  
8 assessments of \$200.

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

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

1 collateral consequences will not serve as grounds to withdraw  
2 defendant's guilty pleas.

3 11. Defendant and his counsel have discussed the fact that, and  
4 defendant understands that, if defendant is not a United States  
5 citizen, the convictions in this case makes it practically inevitable  
6 and a virtual certainty that defendant will be removed or deported  
7 from the United States. Defendant may also be denied United States  
8 citizenship and admission to the United States in the future.  
9 Defendant understands that while there may be arguments that  
10 defendant can raise in immigration proceedings to avoid or delay  
11 removal, removal is presumptively mandatory and a virtual certainty  
12 in this case. Defendant further understands that removal and  
13 immigration consequences are the subject of a separate proceeding and  
14 that no one, including his attorney or the Court, can predict to an  
15 absolute certainty the effect of his convictions on his immigration  
16 status. Defendant nevertheless affirms that he wants to plead guilty  
17 regardless of any immigration consequences that his pleas may entail,  
18 even if the consequence is automatic removal from the United States.

19 FACTUAL BASIS

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

1           Wire Fraud Scheme and Unlawful Monetary Transaction

2           Between no later than April 2014 and continuing through at least  
3 in or around April 2020, in Los Angeles and Orange Counties, within  
4 the Central District of California, and elsewhere, defendant  
5 knowingly and with the intent to defraud, devised, participated in,  
6 and executed a scheme to defraud (collectively, "victims") as to  
7 material matters, and to obtain moneys, funds, assets, and other  
8 property owned by and in the custody and control of victims by means  
9 of material false and fraudulent pretenses, representations, and  
10 promises, and the concealment of material facts.

11           In order to convince his victims that he was creditworthy and  
12 reliable, defendant would befriend and start romantic relationships  
13 with his victims and falsely tell them that he had millions of  
14 dollars, operated several successful businesses, including a chain of  
15 gyms in Texas, McDonald's franchises, and a security business, that  
16 he had had success as a real estate investor and by investing in  
17 Bitcoin, and that he had served in the Iraq and Afghanistan wars as a  
18 NAVY Seal. Once he had so convinced them, defendant induced his  
19 victims to provide money and property to him, including in the form  
20 of purported loans and investments, by making the following material  
21 false statements, representations, and promises, including, but not  
22 limited to: (1) that he would repay the money he borrowed from  
23 victims in a short, specified period of time; (2) that he had the  
24 means to repay victims loaning him money; (3) that he would use  
25 certain money provided by certain victims to (a) invest in a real  
26 estate venture that was to renovate and then sell properties at a  
27 profit, (b) to pay his purported medical bills; (c) to invest in  
28 Bitcoin; (d) to increase his ownership stake in and make renovations



1 to a chain of gyms in Texas; (e) to purchase McDonald's restaurants;  
2 (f) to pay the salaries of his security business; (4) that he would  
3 pay any charges incurred by the victims on apartment lease  
4 agreements, car leases, and credit cards defendant opened in the  
5 victims' names. Rather than use the funds as he promised, defendant  
6 used the funds to buy luxury items for himself, pay personal debts,  
7 and for other personal expenses.

8 In execution of the wire fraud scheme, defendant caused Victim  
9 No. 3, J.Q., to provide a check for \$61,452, which defendant  
10 deposited on December 22, 2017, via interstate wires into an account  
11 in Los Angeles, California, that defendant maintained and solely  
12 controlled in the name of INDVLS at Wells Fargo Bank, a federally  
13 insured financial institution. J.Q. had provided the money to  
14 defendant based on his representations and promises that he would  
15 invest the money in Bitcoin on J.Q.'s behalf. In fact, and contrary  
16 to the representations and promises he had made, defendant used the  
17 funds to support his lifestyle, including by making payments on a BMW  
18 and Mercedes-Benz that he had leased in the name of Victim 7, M.G.  
19 As part of his use of the funds he had obtained from J.Q. for  
20 personal expenses instead of for the investments on J.Q.'s behalf  
21 that he had promised to make, on or about December 27, 2017,  
22 defendant withdrew approximately \$20,000 in cash from the INDVLS  
23 account, of which at least \$10,001 was proceeds of the wire fraud  
24 scheme charged in counts one through five of the indictment.

#### 25 Bank Fraud Scheme

26 In connection with his wire fraud scheme, between April 2014 and  
27 January 2018, defendant also knowingly and with the intent to defraud  
28 executed a scheme to obtain money, funds, credits, assets, and other

1 property owned by and under the custody and control of financial  
2 institutions ("victim financial institutions") by means of false and  
3 fraudulent pretenses, representations, and promises, and the  
4 concealment of material facts. Specifically, defendant would obtain  
5 the names, dates of birth, social security numbers, and the personal  
6 identifying information of real people. Defendant would then use  
7 this personal identifying information of real people ("victim  
8 accountholders") to obtain loans and credit cards from the victim  
9 financial institutions. In so doing, defendant falsely represented  
10 that the victim accountholders had applied for the loans and credit  
11 cards when they had not. Further, defendant would falsely represent  
12 that the victim accountholders had agreed to repay the loans or pay  
13 for the charges incurred made to the fraudulent credit card accounts  
14 when they had not.

15 Total Losses

16 As a result of defendant's scheme, defendant caused at least  
17 \$250,000 and no more than \$1,500,000 in losses to 19 different  
18 victims, including M.G., M.B., J.B., M.C. J.Q., K.H., M.H., N.M.,  
19 N.H., J.L., Bank of America, Citibank, Discover, Chase, Wells Fargo,  
20 BMW Financial Services, Mercedes Benz, USAA, and Porsche.

21 SENTENCING FACTORS

22 13. Defendant understands that in determining defendant's  
23 sentence the Court is required to calculate the applicable Sentencing  
24 Guidelines range and to consider that range, possible departures  
25 under the Sentencing Guidelines, and the other sentencing factors set  
26 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
27 Sentencing Guidelines are advisory only, that defendant cannot have  
28 any expectation of receiving a sentence within the calculated

1 Sentencing Guidelines range, and that after considering the  
 2 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
 3 be free to exercise its discretion to impose any sentence it finds  
 4 appropriate up to the maximum set by statute for the crimes of  
 5 conviction.

6 14. Defendant and the USAO agree that the offenses group under  
 7 U.S.S.G. § 3D1.2 and that the following Sentencing Guidelines factors  
 8 apply:

9	Base Offense Level for	7	[U.S.S.G. §§ 2S1.1(a)(1);
10	underlying offense		2B1.1(a)(1)]
11	Specific Offense		
12	Characteristics for		
13	underlying offense:		
14	Loss of More than \$250,000	+12	
15	and Less than \$1,500,000	or	[U.S.S.G.
16		+14	§ 2B1.1(b)(1)(G), (H)]
17	10 or More Victims	+2	[U.S.S.G. § 2B1.1(b)(2)(A)]
18	Unauthorized use of means of		
19	ID to obtain another means of		[U.S.S.G.
20	ID	+2	§ 2B1.1(b)(11)(C)(i)]
21	Conviction under 18 U.S.C. §		
22	1957	+1	U.S.S.G. § 2S1.1(b)(2)(A)

23 Defendant and the USAO reserve the right to argue that additional  
 24 specific offense characteristics, adjustments, and departures under  
 25 the Sentencing Guidelines are appropriate.

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

28 16. 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).



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

7 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

8 19. Defendant agrees that, provided the Court imposes a total  
9 term of imprisonment within or below the range corresponding to an  
10 offense level of 26 and the criminal history category calculated by  
11 the Court, defendant gives up the right to appeal all of the  
12 following: (a) the procedures and calculations used to determine and  
13 impose any portion of the sentence; (b) the term of imprisonment  
14 imposed by the Court; (c) the fine imposed by the Court, provided it  
15 is within the statutory maximum; (d) to the extent permitted by law,  
16 the constitutionality or legality of defendant's sentence, provided  
17 it is within the statutory maximum; (e) the amount and terms of any  
18 restitution order, provided it requires payment of no more than \$1.5  
19 million; (f) the term of probation or supervised release imposed by  
20 the Court, provided it is within the statutory maximum; and (g) any  
21 of the following conditions of probation or supervised release  
22 imposed by the Court: the conditions set forth in Second Amended  
23 General Order 20-04 of this Court; the drug testing conditions  
24 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and  
25 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

26 20. The USAO agrees that, provided (a) all portions of the  
27 sentence are at or above the statutory minimum and at or below the  
28 statutory maximum specified above and (b) the Court imposes a term

1 of imprisonment within or above the range corresponding to an offense  
2 level of 23 and the criminal history category calculated by the  
3 Court, the USAO gives up its right to appeal any portion of the  
4 sentence, with the exception that the USAO reserves the right to  
5 appeal the following: (a) the amount of restitution ordered if that  
6 amount is less than \$1.5 million.

7 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

23 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

24 22. Defendant agrees that if any count of conviction is  
25 vacated, reversed, or set aside, the USAO may: (a) ask the Court to  
26 resentence defendant on any remaining counts of conviction, with both  
27 the USAO and defendant being released from any stipulations regarding  
28 sentencing contained in this agreement, (b) ask the Court to void the

1 entire plea agreement and vacate defendant's guilty pleas on any  
2 remaining counts of conviction, with both the USAO and defendant  
3 being released from all their obligations under this agreement, or  
4 (c) leave defendant's remaining convictions, sentence, and plea  
5 agreement intact. Defendant agrees that the choice among these three  
6 options rests in the exclusive discretion of the USAO.

7 EFFECTIVE DATE OF AGREEMENT

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

11 BREACH OF AGREEMENT

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

25 25. Following the Court's finding of a knowing breach of this  
26 agreement by defendant, should the USAO choose to pursue any charge  
27 that was either dismissed or not filed as a result of this agreement,  
28 then:

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

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

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

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

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

27 27. Defendant understands that both defendant and the USAO are  
28 free to: (a) supplement the facts by supplying relevant information



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

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

25 NO ADDITIONAL AGREEMENTS

26 29. Defendant understands that, except as set forth herein,  
27 there are no promises, understandings, or agreements between the USAO  
28 and defendant or defendant's attorney, and that no additional

1 promise, understanding, or agreement may be entered into unless in a  
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

7 AGREED AND ACCEPTED

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

11 E. MARTIN ESTRADA  
12 United States Attorney

13 \_\_\_\_\_  
14 RANEE A. KATZENSTEIN  
15 Assistant United States Attorney

\_\_\_\_\_ Date

16 \_\_\_\_\_  
17 ZE'SHAWN STANLEY CAMPBELL  
18 Defendant

\_\_\_\_\_ Date

19 \_\_\_\_\_  
20 PAT HARRIS  
21 Attorney for Defendant ZE'SHAWN  
22 STANLEY CAMPBELL

\_\_\_\_\_ Date

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. 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

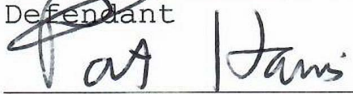
STEPHANIE S. CHRISTENSEN  
Acting United States Attorney

  
\_\_\_\_\_  
RANEE A. KATZENSTEIN  
Assistant United States Attorney

October 6, 2022  
Date

  
\_\_\_\_\_  
ZE'SHAWN STANLEY CAMPBELL  
Defendant

10-4-22  
Date

  
\_\_\_\_\_  
PAT HARRIS  
Attorney for Defendant ZE'SHAWN  
STANLEY CAMPBELL

10-4-22  
Date

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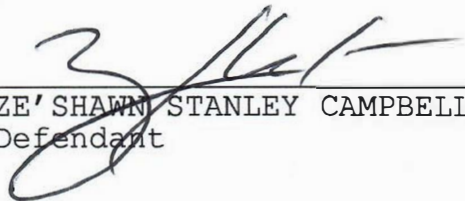
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CERTIFICATION OF DEFENDANT

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 charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
\_\_\_\_\_  
ZE'SHAWN STANLEY CAMPBELL  
Defendant

\_\_\_\_\_  
10-4-22  
Date

///  
///  
///

CERTIFICATION OF DEFENDANT'S ATTORNEY

1  
2 I am Ze'Shawn Stanley Campbell's attorney. I have carefully and  
3 thoroughly discussed every part of this agreement with my client.  
4 Further, I have fully advised my client of his rights, of possible  
5 pretrial motions that might be filed, of possible defenses that might  
6 be asserted either prior to or at trial, of the sentencing factors  
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
8 provisions, and of the consequences of entering into this agreement.  
9 To my knowledge: no promises, inducements, or representations of any  
10 kind have been made to my client other than those contained in this  
11 agreement; no one has threatened or forced my client in any way to  
12 enter into this agreement; my client's decision to enter into this  
13 agreement is an informed and voluntary one; and the factual basis set  
14 forth in this agreement is sufficient to support my client's entry of  
15 guilty pleas pursuant to this agreement.

16 Pat Harris  
17 PAT HARRIS  
18 Attorney for Defendant ZE'SHAWN  
19 STANLEY CAMPBELL

10-4-22  
Date