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U.S. DEPARTMENT OF JUSTICE
United States Attorney's Office
District of Oregon
Billy J. Williams, United States Attorney

MEDFORD BRANCH
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Medford, Oregon 97501
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August 22, 2018

Mark Ahlemeyer
Office of the Federal Public Defender
101 SW Main St. Suite 1700
Portland, OR 97204

Re: *United States vs. Karl Brady, 16-CR-00146 & 16-CR-00461*
Amended Plea Agreement Letter

Dear Counsel:

- Parties/Scope:** This plea agreement is between this United States Attorney's Office (USAO) and defendant, and thus does not bind any other federal, state, or local prosecuting, administrative, or regulatory authority. **This agreement does not apply to any charges other than those specifically mentioned herein. This plea agreement is contingent on co-defendant Laurie Brady accepting her separate offer by March 17, 2017 and entering a guilty plea consistent with this agreement. This agreement is void if Laurie Brady fails to enter a guilty plea consistent with this agreement.**
- Charges:** Defendant agrees to plead guilty to Count One of the indictment in case 16-CR-146 in which defendant is charged with conspiracy to defraud the United States in violation of 18 U.S.C. § 371 and Count Six of the indictment in which defendant is charged with evasion of income tax in violation of 26 U.S.C. § 7201. Defendant also agrees to plead guilty to Count One of the felony information in case 16-CR-461 in which defendant is charged with conspiracy to commit bank fraud in violation of 18 U.S.C. §§ 1349 and 1344. Defendant knowingly waives his right to prosecution by indictment and consents to prosecution by information in case 16-CR-461.
- Penalties:** The maximum sentence for Count One of the indictment in case 16-CR-146 is five (5) years of imprisonment, a \$250,000 fine, three (3) years of supervised release, and a \$100 fee assessment. The maximum sentence for Count Six of the indictment is five (5) years of imprisonment, a \$100,000 fine, three (3) years of supervised release, costs of prosecution, and a \$100 fee assessment. Defendant agrees to pay the fee assessments by the time of entry of guilty plea or to explain to the Court why this cannot be done.

The maximum sentence for Count One of the felony information in case 16-CR-461 is 30 years of imprisonment, a fine of \$1,000,000, five (5) years of supervised release and a \$100 fee

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assessment. Defendant agrees to pay the fee assessments by the time of entry of guilty plea or to explain to the Court why this cannot be done.

4. **Dismissal/No Prosecution:** The USAO will move at the time of sentencing to dismiss the additional counts of the indictment. The USAO further agrees not to bring additional charges against defendant or his wife Laurie Brady in the District of Oregon arising out of this investigation and known to the USAO at the time of this agreement.

5. **Sentencing Factors:** The parties agree that the Court must first determine the applicable advisory guideline range, then determine a reasonable sentence considering that range and the factors listed in 18 U.S.C. § 3553(a). Where the parties agree that sentencing factors apply, such agreement constitutes sufficient proof to satisfy the applicable evidentiary standard.

6. **Elements:**

a. Indictment in case 16-CR-146

In order for defendant to be found guilty of **Count One, conspiracy to defraud the United States**, in violation of 18 U.S.C. § 371 the government must prove the following elements beyond a reasonable doubt: 1) the defendant and at least one other person agreed to defraud the United States by impeding the IRS in the ascertainment, computation, and collection of federal individual income taxes, 2) the defendant was a party to that agreement, 3) the defendant joined the agreement knowing of its objective to defraud the United States and intending to join together with at least one other conspirator to achieve that objective, 4) during the existence of the agreement, the defendant performed an overt act in furtherance of the objective of the agreement, and 5) venue lies within the District of Oregon.

In order for defendant to be found guilty of **Count Six, tax evasion for tax year 2013**, in violation of 26 U.S.C. § 7201, the government must prove the following elements beyond a reasonable doubt: 1) during calendar year 2013 defendant had income tax due and owing, 2) the defendant performed an affirmative act constituting an attempt to evade or defeat a tax or the payment thereof, and 3) defendant acted willfully.

b. Information in case 16-CR-461

In order for defendant to be found guilty of **Count 1, Conspiracy to Commit Bank Fraud**, in violation of 18 U.S.C. § 1349, the government must prove the following elements beyond a reasonable doubt: (1) an agreement between defendant and at least one other person to commit bank fraud; (2) the defendant became a member of the conspiracy knowing at least one of its objects and intending to help accomplish it; and (3) some part of the conspiracy took place within the District of Oregon.

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7. **Admissions:** See associated *Statement of Facts* in cases 16-cr-146 and 16-cr-461.
8. **Relevant Conduct:**
- a. **Indictment in case 16-CR-146**

The parties agree that the tax loss caused by defendant's illegal conduct for tax years 2008 - 2015, including relevant conduct pursuant to U.S.S.G. §§ 1B1.3 and 2T1.1, is **\$1,416,992** as follows:

<i>Tax Year</i>	<i>Tax Due and Owing</i>
2008	\$53,323.00
2009	\$156,549.00
2010	\$165,554.00
2011	\$209,965.00
2012	\$246,849.00
2013	\$249,718.00
2014	\$193,271.00
2015	\$144,763.00
Total	\$1,416,992.00

The parties agree that pursuant to U.S.S.G. §§ 1B1.3, 2T1.1, and 2T4.1(H) the base offense level is twenty (20) because the loss exceeds \$550,000 but is less than \$1,500,000. Pursuant to USSG §2T1.1(b)(2), a two-level increase applies because the offense involved sophisticated means. Karl and Laurie Brady used sophisticated means by establishing nominee entities (Fiduciary Management Group, LLC, Progeny Services, and Progeny Foundation) to funnel income from Northwest Behavioral Healthcare Services in order to avoid the assessment and payment of taxes. Karl Brady and his business partners directed their bookkeeper to issue checks to the nominee companies and to make false business ledger entries in order to conceal the diverted income. The government believes that this results in an offense level of **twenty-two (22)**.

b. Information in case 16-CR-461

The parties agree that under U.S.S.G. § 2B1.1(a)(1)(B), the base offense level is seven (7), and that the offense level should be increased by eight (8) under U.S.S.G. § 2B1.1(b)(1)(E) because the loss exceeds \$95,000 but is less than \$150,000. The government believes that this results in an offense level of **fifteen (15)**.

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The defendant's criminal history category will be determined after the preparation of a Pre-Sentence Report. The parties make no agreements about the defendant's criminal history category.

9. **Forfeiture Terms: Information in case 16-CR-461**

A. **Assets and Authority:** By signing this agreement, defendant knowingly and voluntarily forfeits all right, title, and interest in and to all assets which are subject to forfeiture pursuant to 18 U.S.C. § 982, including:

- (1) \$367,261.38 U.S. currency seized from Bank of America account ending in XXX2015;
- (2) \$2,188.77 U.S. currency seized from Bank of America account ending in XXX4415;
- (3) Real Property commonly referred to as 24170 S. Brockway Road, Oregon City, Oregon, and more particularly described as:

Part of Section 2, Township 4 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

BEGINNING at a point South 0 degree 19' 50" West 1306.14 feet from the Northeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 2, said point of beginning also being marked by an iron rod; thence South 89 degrees 00' 10" East 1976.40 feet to a pipe; thence North 0 degree 22' East 667.89 feet to a 5/8 inch x 30 inch iron rod; thence North 89 degrees 00'10"West 1976.80 feet to a point, North 0 degree 19' 50" East from the point of beginning; thence South 0 degree 19' 50" West 667.89 feet to the point of beginning (Tax ID: 01022547)

which defendant admits constitute the proceeds of, or were derived from proceeds obtained directly or indirectly as a result of, defendant's criminal activity; in violation of 18 U.S.C. §§ 1349 and 1344, as set forth in Count 1 of the felony information.

B. **Agreement to Civil Forfeiture:** Defendant agrees not to file a claim or withdraw any claim already filed to any of the seized property in any civil proceeding, administrative or judicial, which has been, or may be initiated. This includes the administrative forfeiture process completed by the Internal Revenue Service as to the 2008 GMC Sierra 1500 Denali, VIN XXX18933 and the 2012 Jeep Wrangler Sahara, VIN XXX52518. Defendant further waives the right to notice of any forfeiture proceeding involving property seized in this

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case, and agrees not to assist others in filing a claim in any forfeiture or remission proceeding. Defendant waives the right to file a petition for remission.

C. **No Alteration or Satisfaction:** Defendant knowingly and voluntarily waives the right to a jury trial on the forfeiture of assets. Defendant knowingly and voluntarily waives all constitutional, legal and equitable defenses to the forfeiture of these assets, including any claim or defense under the Eighth Amendment to the United States Constitution, and any rights under Rule 32.2 of the Federal Rules of Criminal Procedure. Defendant further agrees forfeiture of defendants' assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon defendant in addition to forfeiture.

D. **Forfeiture Assistance:** Defendant agrees to fully assist the USAO in the forfeiture of the \$367,261.38 U.S. currency, the \$2,188.77 U.S. currency and the Real Property commonly referred to as 24170 S. Brockway Road, Oregon City, Oregon, and agrees to take all steps necessary to pass clear title to the United States, including but not limited to surrender of title and execution of any documents necessary to transfer defendant's interest in any of the above property to the United States, and assist in bringing any assets located outside the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are not sold, disbursed, wasted, hidden, or otherwise made unavailable for forfeiture.

Defendant further agrees to fully assist the USAO and testify truthfully in any ancillary forfeiture hearing, which may arise in the case of a third party petition being filed. Specifically, defendant agrees to testify truthfully regarding any claims of ownership made by Glen Stoll as to the \$367,261.38 U.S. currency, the \$2,188.77 U.S. currency seized from the defendant and co-defendant in this case and the Real Property commonly referred to as 24170 S. Brockway Road, Oregon City, Oregon.

E. **Final Order of Forfeiture:** Defendant agrees not to contest entry of a Final Order of Forfeiture reflecting these forfeiture terms at the conclusion of the criminal case.

10. **Restitution:** Defendant agrees fully to disclose all assets in which defendant has any interest or over which defendant exercises control, directly or indirectly, including those held by a spouse, nominee, or third party. Defendant agrees to truthfully complete the Financial Disclosure Statement provided herein by the earlier of fourteen days from defendant's signature on this plea agreement or the date of defendant's entry of a guilty plea, sign it under penalty of perjury, and provide it to both the USAO and the United States Probation Office. Defendant agrees to provide updates with any material changes in circumstances, as described in 18 U.S.C. § 3664(k), within seven days of the event giving rise to the changed circumstances.

Defendant expressly authorizes the USAO to obtain a credit report on defendant. Defendant agrees to provide waivers, consents, or releases requested by the USAO to access

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records to verify the financial information. Defendant also authorizes the USAO to inspect and copy all financial documents and information held by the U.S. Probation Office.

The parties agree that defendant's failure to timely and accurately complete and sign the Financial Disclosure Statement, and any update thereto, may, in addition to any other penalty or remedy, constitute defendant's failure to accept responsibility under USSG § 3E1.1.

Defendant agrees to submit to examination under oath and/or a polygraph examination by an examiner selected by the USAO, on the issue of defendant's financial disclosures and assets.

Transfer of Assets

Defendant agrees to notify the Financial Litigation Unit of the USAO before defendant transfers any interest in property with a value exceeding \$1000 owned directly or indirectly, individually or jointly, by defendant, including any interest held or owned under any name, including trusts, partnerships, and corporations.

Restitution

The Court shall order restitution to each victim in the full amount of each victim's losses as determined by the Court.

Defendant understands and agrees that the total amount of any monetary judgment that the Court orders defendant to pay will be due and payable immediately. Defendant further understands and agrees that pursuant to 18 U.S.C. § 3614, defendant may be resentenced to any sentence which might have originally been imposed if the court determines that defendant has knowingly and willfully refused to pay a fine or restitution as ordered or has failed to make sufficient bona fide efforts to pay a fine or restitution. Additionally, defendant understands and agrees that the government may enforce collection of any fine or restitution imposed in this case pursuant to 18 U.S.C. §§ 3572, 3613, and 3664(m), notwithstanding any initial or subsequently modified payment schedule set by the court. Defendant understands that any monetary debt defendant owes related to this matter may be included in the Treasury Offset Program to potentially offset defendant's federal retirement benefits, tax refunds, and other federal benefits.

Pursuant to 18 U.S.C. § 3612(b)(1)(F), defendant understands and agrees that until a fine or restitution order is paid in full, defendant must notify the USAO of any change in the mailing address or residence address within 30 days of the change. Further, pursuant to 18 U.S.C. § 3664(k), defendant shall notify the Court and the USAO within seven days of any material change in defendant's economic circumstances that might affect defendant's ability to pay restitution, including, but not limited to, new or changed employment, increases in income, inheritances, monetary gifts, or any other acquisition of assets or money.

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a. Indictment in case 16-CR-146

Pursuant to 18 U.S.C. § 3663, defendant agrees to pay the Internal Revenue Service (IRS) restitution in the amount of \$1,416,992.00, which is the restitution amount for Count 1 in USDC Case No. 3:16-CR-00146-SI, United States v. Karl R. Brady and Laurie G. Brady.

In fulfilling the obligation of restitution, defendant further agrees as follows: Following the entry of guilty pleas pursuant to the plea agreement entered in these related cases, USDC Case No. 3:16-CR-00461-SI, and 3:16-CR-00146-SI, United States v. Karl R. Brady and Laurie G. Brady, and upon entry of a Final Order of Forfeiture, the United States shall sell the parcel of land known as 24170 S. Brockway Road, Oregon City, Oregon, and more particularly described as:

Part of Section 2, Township 4 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

BEGINNING at a point South 0 degree 19' 50" West 1306.14 feet from the Northeast corner of the Northwest one-quarter of the Northwest one-quarter of said Section 2, said point of beginning also being marked by an iron rod; thence South 89 degrees 00' 10" East 1976.40 feet to a pipe; thence North 0 degree 22' East 667.89 feet to a 5/8 inch x 30 inch iron rod; thence North 89 degrees 00' 10" West 1976.80 feet to a point, North 0 degree 19' 50" East from the point of beginning; thence South 0 degree 19' 50" West 667.89 feet to the point of beginning (Tax ID: 01022547)

Pursuant to the preliminary approval of restoration from the U.S. Department of Justice, Money Laundering and Asset Recovery Section, dated June 14, 2018, the parties anticipate the proceeds of the sale of the Brockaway real property will be applied to the restitution obligations of Karl and Laurie Brady in cases 16-cr-146 and 16-cr-461.

Upon sale of the real property, proceeds of the sale of the property will be dispersed in the following order: First, to pay the costs of the maintenance and sale of the property; then to pay all debts and liens against the property. Finally, the remaining proceeds from the sale of the property will be paid towards the outstanding debt owed on the restitution order, up to **\$1,416,992.00**.

Defendant agrees that the total amount of restitution reflected in this agreement results from defendant's unlawful conduct. Defendant agrees to pay restitution according to the payment schedule ordered by the court in any restitution order entered pursuant to this plea agreement.

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The parties understand that defendant will receive proper credit for the payments made pursuant to this agreement. Except as set forth in the previous sentence, nothing in this agreement shall limit the IRS in its lawful examination, determination, assessment, or collection of any taxes, penalties or interest due from defendant for the time periods covered by this agreement or any other time period. Defendant further agrees:

a. to meet with the IRS to determine his legal obligation to file tax returns and pay taxes and to sign any IRS forms deemed necessary by the IRS to enable the IRS to make an immediate assessment of that portion of the tax and interest that he agrees to pay as restitution, including IRS Form 8821, "Tax Information Authorization;"

b. to not file any claim for refund of taxes or interest represented by any amount of restitution paid pursuant to this agreement;

c. that this agreement, or any judgment, order, release, or satisfaction issued in connection with this agreement, will not satisfy, settle, or compromise the defendant's obligation to pay the balance of any remaining civil liabilities, including tax, additional tax, additions to tax, interest, and penalties, owed to the IRS for the time periods covered by this agreement or any other time period;

d. that, unless the Director of the Administrative Office of the United States Courts directs defendant otherwise, all payments made pursuant to the Court's restitution order are to be sent only to the Clerk of the Court at the following address: United States District Court, District of Oregon, 1000 SW Third Avenue, Suite 740, Portland, Oregon, 97204;

e. to provide with each payment to the Clerk of the Court made pursuant to the District Court's restitution order:

- (1) his name and Social Security number;
- (2) the District Court docket number assigned to this case;
- (3) the periods for which restitution has been ordered;
- (4) and a statement that the payment is being submitted pursuant to the District Court's restitution order;

f. to include a request that the Clerk of the Court send the information, along with defendant's payments, to the appropriate IRS office.

g. to send a notice of any payments made pursuant to this agreement, including the information listed in the previous paragraph, to the IRS at the following address: IRS - RACS Attn.: Mail Stop 6261, Restitution, 333 W. Pershing Ave, Kansas City, MO 64108

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h. that defendant is not entitled to credit with the IRS for any payment sent to an incorrect address or accompanied by incomplete or inaccurate information, unless and until any payment is actually received by the IRS and identified by it as pertaining to his particular liability.

b. Information in case 16-CR-461

Pursuant to 18 U.S.C. § 3663A, defendant agrees to restitution in the amount of **\$121,785.25**. Defendant agrees that the total amount of restitution reflected in this agreement results from defendant's unlawful conduct. Defendant agrees to pay restitution according to the payment schedule ordered by the court in any restitution order entered pursuant to this plea agreement.

VICTIM ENTITIES:

- (1) Caliber Home Loans, Inc.
PO Box 24330
Oklahoma City, OK 73124-0330
Ref: Loan Number 9804102433, Karl Brady
Total Loss Amount: \$73,701.48

- (2) Ditech Financial
345 St. Peters Street
Saint Paul, MN 55102
Ref: Ditech (fka Green Tree Servicing) Acct. #68050913
Total Loss Amount: \$48,083.77

c. Both Cases

Defendant understands and agrees that the total amount of any monetary judgment that the court orders defendant to pay will be due and payable immediately. Defendant further understands and agrees that pursuant to 18 U.S.C. § 3614, defendant may be resentenced to any sentence which might have originally been imposed if the Court determines that defendant has knowingly and willfully refused to pay a fine or restitution as ordered or has failed to make sufficient bona fide efforts to pay a fine or restitution. Additionally, defendant understands and agrees that the government may enforce collection of any fine or restitution imposed in this case pursuant to 18 U.S.C. §§ 3572, 3613 and 3664(m), notwithstanding any initial or subsequently modified payment schedule set by the court. Defendant understands that any monetary debt defendant owes related to this matter may be included in the Treasury Offset Program (TOP) to potentially offset defendant's federal retirement benefits, tax refunds, and other federal benefits.

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Pursuant to 18 U.S.C. § 3612(b)(F) defendant understands and agrees that until a fine or restitution order is paid in full, defendant must notify the USAO of any change in the mailing address or residence address within 30 days of the change. Further, pursuant to 18 U.S.C. § 3664(k), defendant shall notify the court and the USAO within seven days of any material change in defendant's economic circumstances that might affect defendant's ability to pay restitution, including, but not limited to, new or changed employment, increases in income, inheritances, monetary gifts, or any other acquisition of assets or money.

11. **Tax Compliance:** Defendant agrees to a special condition of probation or supervised release, requiring him to file tax returns, as required, and to pay all taxes due and owing.
12. **Acceptance of Responsibility:** Defendant must demonstrate to the Court that defendant fully admits and accepts responsibility under U.S.S.G. § 3E1.1 for defendant's unlawful conduct in both cases. If defendant does so, the USAO will recommend a three-level reduction in defendant's offense level (two levels if defendant's offense level is less than 16) in both cases. The USAO reserves the right to change this recommendation if defendant, between plea and sentencing, commits any criminal offense, obstructs or attempts to obstruct justice as explained in U.S.S.G. § 3C1.1, or acts inconsistently with acceptance of responsibility as explained in U.S.S.G. § 3E1.1.
13. **Low End Range:** The USAO will recommend no more than the low end of the applicable guideline range in both cases as long as defendant demonstrates an acceptance of responsibility as explained above.
14. **Departures, Adjustments, or Variances:** The USAO agrees not to seek any upward departures, adjustments, or variances to the advisory sentencing guidelines range, or to seek a sentence in excess of that range, except as specified in this agreement. Defendant agrees not to seek any downward departures, adjustments, or variances to the advisory sentencing guideline range under the sentencing guidelines provisions, except as specified in this agreement. Defendant reserves the right to argue for any sentence defendant feels appropriate under the factors set forth in 18 U.S.C. § 3553, and the USAO reserves the right to oppose any sentence defendant argues for under 18 U.S.C. § 3553. Defendant further agrees that defendant will provide the government with notice of: (1) the factual basis for any such sentence; (2) any evidence defendant intends to introduce or rely upon at the sentencing hearing; and (3) any witnesses, including expert witnesses, defendant intends to call or rely upon at the sentencing hearing. Such notice must be provided to the government no later than the Wednesday prior to the week during which the sentencing hearing is scheduled. Defendant agrees that if defendant fails to comply with this notice requirement, defendant will not oppose a government motion for a postponement of the sentencing hearing.
15. **Waivers and Releases:** Upon filing of this plea agreement, defendant agrees to provide to the United States Attorney's Office signed privacy waivers, consents, and releases allowing the United States Attorney's Office access to any and all records to include but not limited to

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income tax returns and tax records, bank accounts, credit cards, insurance, and all investment or retirement accounts.

16. **Probation and Pretrial Services Information**: By this agreement, defendant authorizes the United States Attorney's Office to inspect and copy all financial documents and information provided by the defendant to the United States Probation Office, and United States Pretrial Services, including any financial affidavit or financial statement completed by defendant.

17. **Life of Agreement**: Defendant understands and agrees that the financial reporting obligation agreed to herein will be in effect through any period of probation or supervised release, and shall continue until such time as any fine or restitution ordered by the Court is paid in full.

18. **No Limitation on Collections**: Defendant agrees that if the Court imposes a schedule of payments, defendant understands that the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment.

19. **Waiver of Appeal/Post-Conviction Relief**: So long as the Court does not sentence defendant to a term of incarceration that exceeds the statutory maximum, defendant agrees to waive all rights defendant would otherwise have to appeal defendant's convictions or sentence on any ground whatsoever. Defendant also agrees not to file a habeas petition under 28 U.S.C. § 2255, or any other similar post conviction petition or motion, on any ground, except for ineffective assistance of counsel or retroactive amendments to the Guidelines. Should defendant seek an appeal, despite this waiver, the USAO may take any position on any issue on appeal.

20. **Court Not Bound**: The Court is not bound by the recommendations of the parties or of the presentence report (PSR) writer. Because this agreement is made under Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, defendant may not withdraw any guilty plea or rescind this plea agreement if the Court does not follow the agreements or recommendations of the parties.

21. **Full Disclosure/Reservation of Rights**: The USAO will fully inform the PSR writer and the Court of the facts and law related to defendant's case. Except as set forth in this agreement, the parties reserve all other rights to make sentencing recommendations and to respond to motions and arguments by the opposition.

22. **Breach of Plea Agreement**: If defendant breaches the terms of this agreement, or commits any new criminal offenses between signing this agreement and sentencing, the USAO is relieved of its obligations under this agreement, but defendant may not withdraw any guilty plea.

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23. **Memorialization of Agreement:** No promises, agreements or conditions other than those set forth in this agreement will be effective unless memorialized in writing and signed by all parties listed below or confirmed on the record before the Court. If defendant accepts this offer, please sign and attach the original of this letter to the Petition to Enter Plea.

Sincerely,

BILLY J. WILLIAMS
United States Attorney



DONNA BRECKER MADDUX, OSB #023757
Assistant United States Attorney

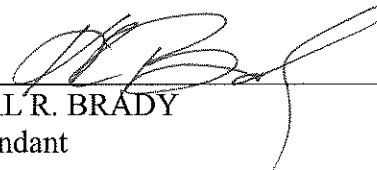


SCOTT E. BRADFORD, OSB #062824
Assistant United States Attorney

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I have carefully reviewed every part of this 12 page agreement (signature page at 13) with my attorney. I understand and voluntarily agree to its terms. I expressly waive my rights to appeal as outlined in this agreement. I wish to plead guilty because, in fact, I am guilty.

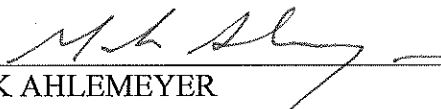
10/2/18
Date



KARL R. BRADY
Defendant

I represent the defendant as legal counsel. I have carefully reviewed every part of this 12 page agreement with defendant. To my knowledge, defendant's decisions to make this agreement and to plead guilty are informed and voluntary ones.

10/2/18
Date



MARK AHLEMEYER
Attorney for Defendant