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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 19-105-ODW

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
DAVID CLARE LOHR

14 v.

15 DAVID CLARE LOHR,

16 Defendant.

17
 18 1. This constitutes the plea agreement between DAVID CLARE
 19 LOHR ("defendant") and the United States Attorney's Office for the
 20 Central District of California ("the USAO") in the above-captioned
 21 case. This agreement is limited to the USAO and cannot bind any
 22 other federal, state, local, or foreign prosecuting, enforcement,
 23 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 one, five,
 28 and six of the indictment in United States v. David Clare Lohr, CR

1 No. 19-105-ODW, which charge defendant with tampering with consumer
2 products in violation of 18 U.S.C. § 1365(a).

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

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

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

9 e. Be truthful at all times with the United States
10 Probation and Pretrial Services Office and the Court.

11 f. Pay the applicable special assessments at or before
12 the time of sentencing unless defendant lacks the ability to pay and
13 prior to sentencing submits a completed financial statement on a form
14 to be provided by the USAO.

15 g. Make restitution and not seek the discharge of any
16 restitution obligation, in whole or in part, in any present or future
17 bankruptcy proceeding.

18 h. Agree to and not oppose the imposition of a three-year
19 term of supervised release following any term of imprisonment imposed
20 by the Court.

21 i. Agree to and not oppose the imposition of the
22 following conditions of probation or supervised release:

23 i. Defendant shall participate in a psychological
24 counseling and/or psychiatric treatment program, which may include
25 inpatient treatment upon order of the Court, as approved and directed
26 by the Probation Officer. Defendant shall abide by all rules,
27 requirements, and conditions of such program, including submission to
28 risk assessment evaluations and physiological testing. The Probation

1 Officer shall disclose the presentence report and/or any previous
2 mental health evaluations or reports to the treatment provider.

3 ii. As directed by the Probation Officer, defendant
4 shall pay all or part of the costs of treating defendant's
5 psychological/psychiatric disorder(s) to the aftercare contractor
6 during the period of community supervision, pursuant to 18 U.S.C.
7 § 3672. Defendant shall provide payment and proof of payment as
8 directed by the Probation Officer.

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

13 THE USAO'S OBLIGATIONS

14 3. The USAO agrees to:

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

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

18 c. At the time of sentencing, argue that the counts to
19 which defendant is pleading guilty should be grouped together
20 pursuant to U.S.S.G. § 3D1.2.

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

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

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

5 f. Recommend that, upon his release from custody,
6 defendant reside and receive support services via Care Industry 2 and
7 mental health treatment from Augustus F. Hawkins Mental Health
8 Center, located on 1220 E. Martin Luther King Jr. Blvd, Los Angeles,
9 CA 90011.

10 g. Recommend that defendant be sentenced to a term of
11 imprisonment no higher than the low end of the applicable Sentencing
12 Guidelines range.

13 NATURE OF THE OFFENSES

14 4. Defendant understands that for defendant to be guilty of
15 the crime charged in counts one, five, and six that is, tampering
16 with consumer products, in violation of Title 18, United States Code,
17 Section 1365(a), the following must be true: (1) defendant acted
18 with reckless disregard for the risk that another person will be
19 placed in danger of death or bodily injury; (2) defendant acted under
20 circumstances manifesting extreme indifference to the risk of death
21 or bodily injury; (3) defendant tampered with a consumer product or
22 the labeling or container of the product; and (4) the consumer
23 product affected interstate or foreign commerce.

24 PENALTIES AND RESTITUTION

25 5. Defendant understands that the statutory maximum sentence
26 that the Court can impose for each violation of Title 18, United
27 States Code, Section 1365(a), is: 10 years' imprisonment; a three-
28 year period of supervised release; a fine of \$250,000 or twice the

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

3 6. Defendant understands, therefore, that the total maximum
4 sentence for all offenses to which defendant is pleading guilty is:
5 30 years' imprisonment; a three-year period of supervised release; a
6 fine of \$750,000 or twice the gross gain or gross loss resulting from
7 the offenses, whichever is greatest; and a mandatory special
8 assessment of \$300.

9 7. Defendant understands that defendant will be required to
10 pay full restitution to the victims of the offenses to which
11 defendant is pleading guilty. Defendant agrees that, in return for
12 the USAO's compliance with its obligations under this agreement, the
13 Court may order restitution to persons other than the victim(s) of
14 the offenses to which defendant is pleading guilty and in amounts
15 greater than those alleged in the counts to which defendant is
16 pleading guilty. In particular, defendant agrees that the Court may
17 order restitution to any victim of any of the following for any
18 losses suffered by that victim as a result: (a) any relevant conduct,
19 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to
20 which defendant is pleading guilty; and (b) any counts dismissed
21 pursuant to this agreement as well as all relevant conduct, as
22 defined in U.S.S.G. § 1B1.3, in connection with those counts. The
23 parties currently believe that the applicable amount of restitution
24 is approximately \$1,000, but recognize and agree that this amount
25 could change based on facts that come to the attention of the parties
26 prior to sentencing.

27 8. Defendant understands that supervised release is a period
28 of time following imprisonment during which defendant will be subject

1 to various restrictions and requirements. Defendant understands that
2 if defendant violates one or more of the conditions of any supervised
3 release imposed, defendant may be returned to prison for all or part
4 of the term of supervised release authorized by statute for the
5 offense that resulted in the term of supervised release, which could
6 result in defendant serving a total term of imprisonment greater than
7 the statutory maximum stated above.

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

12 Defendant understands that once the Court accepts defendant's guilty
13 plea, it will be a federal felony for defendant to possess a firearm
14 or ammunition. Defendant understands that the conviction in this
15 case may also subject defendant to various other collateral
16 consequences, including but not limited to revocation of probation,
17 parole, or supervised release in another case and suspension or
18 revocation of a professional license. Defendant understands that
19 unanticipated collateral consequences will not serve as grounds to
20 withdraw defendant's guilty plea.

21 10. Defendant understands that, if defendant is not a United
22 States citizen, the felony conviction in this case may subject
23 defendant to: removal, also known as deportation, which may, under
24 some circumstances, be mandatory; denial of citizenship; and denial
25 of admission to the United States in the future. The Court cannot,
26 and defendant's attorney also may not be able to, advise defendant
27 fully regarding the immigration consequences of the felony conviction
28 in this case. Defendant understands that unexpected immigration

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

3 FACTUAL BASIS

4 11. Defendant admits that defendant is, in fact, guilty of the
5 offenses to which defendant is agreeing to plead guilty. Defendant
6 and the USAO agree to the statement of facts provided below and agree
7 that this statement of facts is sufficient to support pleas of guilty
8 to the charges described in this agreement and to establish the
9 Sentencing Guidelines factors set forth in paragraph 13 below but is
10 not meant to be a complete recitation of all facts relevant to the
11 underlying criminal conduct or all facts known to either party that
12 relate to that conduct.

13 In a series of incidents that began no later than April 22,
14 2016, defendant, with reckless disregard for the risk that another
15 person would be placed in danger of death or bodily injury, and under
16 circumstances manifesting extreme indifference to such risk,
17 knowingly and intentionally tampered with and attempted to tamper
18 with consumer products and the containers of such products affecting
19 interstate commerce.

20 In particular, on April 22, 2016, at a grocery store in Dana
21 Point, California, defendant opened a bottle of Clorox bleach and
22 poured the bleach into a freezer containing bagged ice sold to
23 consumers. Similarly, on November 10, 2018, at a grocery store in
24 Los Angeles, California, defendant opened a bottle of Clorox bleach
25 and poured the bleach into a refrigerated dairy section containing
26 cheese sold to consumers. On November 28, 2018, at a grocery store
27 in Manhattan Beach, California, defendant opened a bottle of Clorox
28 bleach and poured the bleach into a refrigerator containing dairy

1 products sold to consumers. On December 14, 2018, at that same
2 grocery store in Manhattan Beach, California, defendant again opened
3 a bottle of Clorox bleach and poured the bleach into a refrigerator
4 containing alcoholic beverages sold to consumers. In addition, on
5 December 16, 2018, at a grocery store in Redondo Beach, California,
6 defendant opened a bottle of Clorox bleach and poured the bleach into
7 a freezer containing ice sold to consumers. On January 20, 2019, at
8 a grocery store in West Hollywood, California, defendant again opened
9 a bottle of Clorox bleach and poured the bleach into a freezer
10 containing seafood sold to consumers.

11 During each of the incidents described above, the grocery stores
12 were open to the public and customers were present inside the store
13 in close proximity to the tampered consumer products. Defendant
14 admits that he acted with reckless disregard for the risk that
15 another person would be placed in danger of death or bodily injury,
16 and under circumstances manifesting extreme indifference to such
17 risk. Defendant further admits that he knowingly and intentionally
18 tampered with and attempted to tamper with consumer products and the
19 containers of such products, and that his crimes caused damages in
20 the amount of at least \$790.

21 Defendant admits that his conduct affected interstate commerce.
22 In particular, chemicals in Clorox bleach defendant poured on
23 consumer products were manufactured in New York, Alabama, California,
24 Kansas, and Illinois. All labels for the Clorox bleach bottles were
25 made in Lacrosse, Wisconsin, and all Clorox bleach bottle caps were
26 made in North Carolina. In addition, customer payments for the
27 consumer products at the grocery stores mentioned above affect
28

1 interstate commerce by traveling or being transmitted from California
2 to other states such as Ohio.

3 SENTENCING FACTORS

4 12. Defendant understands that in determining defendant's
5 sentence the Court is required to calculate the applicable Sentencing
6 Guidelines range and to consider that range, possible departures
7 under the Sentencing Guidelines, and the other sentencing factors set
8 forth in 18 U.S.C. § 3553(a). Defendant understands that the
9 Sentencing Guidelines are advisory only, that defendant cannot have
10 any expectation of receiving a sentence within the calculated
11 Sentencing Guidelines range, and that after considering the
12 Sentencing Guidelines and the other § 3553(a) factors, the Court will
13 be free to exercise its discretion to impose any sentence it finds
14 appropriate up to the maximum set by statute for the crimes of
15 conviction.

16 13. Defendant and the USAO agree to the following applicable
17 Sentencing Guidelines factors:

18 Base Offense Level: 25 U.S.S.G. § 2N1.1

19 Provided that defendant complies with all the conditions set forth in
20 paragraph 2, the USAO further agrees to recommend, pursuant to the
21 factors set forth in 18 U.S.C. § 3553(a), that the Court make an
22 additional five-level downward variance in defendant's total offense
23 level. Defendant and the USAO reserve the right to argue that
24 additional specific offense characteristics, adjustments, and
25 departures under the Sentencing Guidelines are appropriate.

26 Defendant understands that defendant's offense level could be
27 increased if defendant is a career offender under U.S.S.G. §§ 4B1.1
28 and 4B1.2. If defendant's offense level is so altered, defendant and

1 the USAO will not be bound by the agreement to Sentencing Guideline
2 factors set forth above.

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

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

9 WAIVER OF CONSTITUTIONAL RIGHTS

10 16. Defendant understands that by pleading guilty, defendant
11 gives up the following rights:

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

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

14 c. The right to be represented by counsel - and if
15 necessary have the Court appoint counsel - at trial. Defendant
16 understands, however, that, defendant retains the right to be
17 represented by counsel - and if necessary have the Court appoint
18 counsel - at every other stage of the proceeding.

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

22 e. The right to confront and cross-examine witnesses
23 against defendant.

24 f. The right to testify and to present evidence in
25 opposition to the charges, including the right to compel the
26 attendance of witnesses to testify.

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1 g. The right not to be compelled to testify, and, if
2 defendant chose not to testify or present evidence, to have that
3 choice not be used against defendant.

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

7 WAIVER OF APPEAL OF CONVICTION

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

17 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18 18. Defendant agrees that, provided the Court imposes a term of
19 imprisonment within or below the range corresponding to an offense
20 level of 17 and the criminal history category calculated by the
21 Court, defendant gives up the right to appeal all of the following:
22 (a) the procedures and calculations used to determine and impose any
23 portion of the sentence; (b) the term of imprisonment imposed by the
24 Court; (c) the fine imposed by the Court, provided it is within the
25 statutory maximum; (d) to the extent permitted by law, the
26 constitutionality or legality of defendant's sentence, provided it is
27 within the statutory maximum; (e) the amount and terms of any
28 restitution order, provided it requires payment of no more than

1 \$1000; (f) the term of probation or supervised release imposed by the
2 Court, provided it is within the statutory maximum; and (g) any of
3 the following conditions of probation or supervised release imposed
4 by the Court: the conditions set forth in General Order 20-04 of
5 this Court; the drug testing conditions mandated by 18 U.S.C.
6 §§ 3563(a)(5) and 3583(d); the conditions set forth in paragraph
7 (2)(i) above; and the alcohol and drug use conditions authorized by
8 18 U.S.C. § 3563(b)(7).

9 19. The USAO agrees that, provided (a) all portions of the
10 sentence are at or below the statutory maximum specified above, the
11 USAO gives up its right to appeal any portion of the sentence, with
12 the exception that the USAO reserves the right to appeal the
13 following: (a) the amount of restitution ordered if that amount is
14 less than \$500.

15 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

1 that such defenses existed as of the date of defendant's signing this
2 agreement.

3 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

4 21. Defendant agrees that if any count of conviction is
5 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
6 resentence defendant on any remaining counts of conviction, with both
7 the USAO and defendant being released from any stipulations regarding
8 sentencing contained in this agreement, (b) ask the Court to void the
9 entire plea agreement and vacate defendant's guilty pleas on any
10 remaining counts of conviction, with both the USAO and defendant
11 being released from all their obligations under this agreement, or
12 (c) leave defendant's remaining convictions, sentence, and plea
13 agreement intact. Defendant agrees that the choice among these three
14 options rests in the exclusive discretion of the USAO.

15 EFFECTIVE DATE OF AGREEMENT

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

19 BREACH OF AGREEMENT

20 24. Defendant agrees that if defendant, at any time after the
21 signature of this agreement and execution of all required
22 certifications by defendant, defendant's counsel, and an Assistant
23 United States Attorney, knowingly violates or fails to perform any of
24 defendant's obligations under this agreement ("a breach"), the USAO
25 may declare this agreement breached. All of defendant's obligations
26 are material, a single breach of this agreement is sufficient for the
27 USAO to declare a breach, and defendant shall not be deemed to have
28 cured a breach without the express agreement of the USAO in writing.

1 If the USAO declares this agreement breached, and the Court finds
2 such a breach to have occurred, then (a) if defendant has previously
3 entered guilty pleas pursuant to this agreement, defendant will not
4 be able to withdraw the guilty pleas; and (b) the USAO will be
5 relieved of all its obligations under this agreement.

6 23. Following the Court's finding of a knowing breach of this
7 agreement by defendant, should the USAO choose to pursue any charge
8 that was either dismissed or not filed as a result of this agreement,
9 then:

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

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

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

1 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2 OFFICE NOT PARTIES

3 24. Defendant understands that the Court and the United States
4 Probation and Pretrial Services Office are not parties to this
5 agreement and need not accept any of the USAO's sentencing
6 recommendations or the parties' agreements to facts or sentencing
7 factors.

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

26 26. Defendant understands that even if the Court ignores any
27 sentencing recommendation, finds facts or reaches conclusions
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,
2 withdraw defendant's guilty pleas, and defendant will remain bound to
3 fulfill all defendant's obligations under this agreement. Defendant
4 understands that no one -- not the prosecutor, defendant's attorney,
5 or the Court -- can make a binding prediction or promise regarding
6 the sentence defendant will receive, except that it will be within
7 the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

TRACY L. WILKISON
Acting United States Attorney

07/02/21

WILLIAM M. ROLLINS
Assistant United States Attorney

Date

DAVID CLARE LOHR
Defendant

Date

MICHAEL L. BROWN
Deputy Federal Public Defender
Attorney for Defendant


6-30-21

6/30/2021

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

1 contained in this agreement. No one has threatened or forced me in
2 any way to enter into this agreement. I am satisfied with the
3 representation of my attorney in this matter, and I am pleading
4 guilty because I am guilty of the charges and wish to take advantage
5 of the promises set forth in this agreement, and not for any other
6 reason.

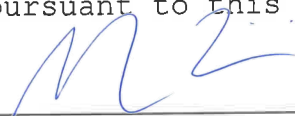
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8 _____
9 DAVID CLARE LOHR
10 Defendant

6-30-21

Date

11 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

26 
27 _____
28 MICHAEL L. BROWN
Deputy Federal Public Defender
Attorney for Defendant DAVID CLARE
LOHR

7/2/2021

Date