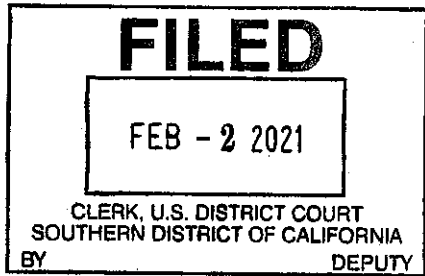


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6 Attorneys for United States of America

7  
8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 UNITED STATES OF AMERICA,  
11  
12 v.  
13 STUART WEINSTOCK,  
14  
15 Defendant.

Case No. 21CR0042-BAS

PLEA AGREEMENT

16 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA,  
17 through its counsel, Robert S. Brewer, United States Attorney, and Emily W. Allen and  
18 Oleksandra Johnson, Assistant U.S. Attorneys, and Defendant STUART WEINSTOCK,  
19 with the advice and consent of John J. Rice, counsel for Defendant, as follows:

20 **I**  
21 **THE PLEA**

22 Defendant agrees to waive Indictment and plead guilty to an Information charging  
23 Defendant with filing a false tax return for tax year 2016, in violation of 26 U.S.C.  
24 § 7206(1).

25 Defendant further agrees that before sentencing, Defendant will sign a Closing  
26 Agreement with the Internal Revenue Service ("IRS") and will otherwise cooperate with  
27 the IRS in the computation and collection of any income tax due and owing, including  
28 penalties and interest, for tax years 2010 through 2018. Defendant agrees that all

1 information in the possession of IRS-Criminal Investigation agents may be provided to civil  
2 revenue officers and agents for the purpose of reaching the Closing Agreement.

3 In exchange, the United States agrees not to bring any additional criminal charges  
4 against Defendant for conduct outlined in the "Factual Basis" section of this plea agreement,  
5 unless Defendant breaches the plea agreement or the guilty plea entered pursuant to this  
6 plea agreement is set aside for any reason. Defendant expressly waives all constitutional  
7 and statutory defenses to the initiation of any charges based on conduct outlined in the  
8 "Factual Basis" that the United States did not bring pursuant to this plea agreement.

9 II

10 NATURE OF THE OFFENSE

11 A. ELEMENTS EXPLAINED

12 The offense to which Defendant is pleading guilty has the following elements:

- 13 1. The defendant made and subscribed to a federal income tax return for  
14 the year 2016 that the defendant knew contained false information as to  
15 a material matter; this is, knowing that it had a natural tendency to  
16 influence, or was capable of influencing, the decisions or actions of the  
Internal Revenue Service;
- 17 2. The return contained a written declaration that it was being signed  
18 subject to the penalties of perjury, and;
- 19 3. In filing the false tax return, the defendant acted willfully and  
20 intentionally, that is, with the specific intent to violate the law.

21 B. ELEMENTS UNDERSTOOD AND ADMITTED – FACTUAL BASIS

22 Defendant has fully discussed the facts of this case with defense counsel. Defendant  
23 has committed each element of the crime and admits that there is a factual basis for this  
24 guilty plea. In addition, Defendant admits that the following facts are true and undisputed:

- 25 1. Yisroel Goldstein was the Director of the Chabad of Poway ("the  
26 Chabad"), a religious congregation and community organization located in Poway,  
27 California. Goldstein served as the Director and head rabbi of the organization until  
28 around late 2018.

1           2. Public charities organized and operated for exclusively religious,  
2 charitable, educational, or other approved purposes are exempt from federal taxation  
3 pursuant to 26 U.S.C. § 501(c)(3). To promote charitable giving and advance the  
4 work of approved public charities, the Internal Revenue Service (“IRS”) allows  
5 individuals who donate money to public charities to reduce their own taxable incomes  
6 by deducting the amounts of their donations given, and thus to reduce their personal  
7 income taxes.

8           3. Chabad of Poway is a public charity registered with the IRS as a tax-  
9 exempt organization. Individuals who donate money to the Chabad may therefore  
10 reduce their own taxable incomes by deducting the amounts of their donations given,  
11 and thus reduce their personal income taxes.

12           4. Between around 2010 and continuing through at least September 2018,  
13 Defendant and Goldstein arranged to fraudulently obtain tens of thousands of dollars  
14 for Defendant’s use and benefit by the following means:

15           a. Nearly every month, Defendant gave Goldstein or the Chabad  
16 several thousand dollars—typically \$8,000—which Defendant paid by check  
17 and disguised as a charitable donation.

18           b. Rather than using the purported donation for charitable purposes,  
19 nearly every month Goldstein secretly funneled the majority of Defendant’s  
20 funds—typically \$6,000, or approximately 75%—back to Defendant.

21           c. Goldstein concealed his return of the funds to Defendant by  
22 paying Defendant in cash, knowing that it would be difficult to trace.  
23 Goldstein typically met Defendant in person, either at Defendant’s grocery  
24 business or at his home, to pick up Defendant’s purported “donation” check  
25 and deliver the cash hidden inside an envelope.

26           d. Defendant falsely claimed to the IRS that his payments to the  
27 Chabad were either tax-deductible charitable contributions or legitimate  
28 business expenses, thereby fraudulently reducing his income taxes, without

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1 disclosing that the majority of the money had been secretly returned to him and  
2 was never used for any legitimate business purpose.

3 5. On around February 27, 2017, Defendant made and subscribed to a U.S.  
4 Individual Income Tax Return, Form 1040, for tax year 2016, which contained a  
5 written declaration that Defendant signed the form subject to the penalties of perjury  
6 and which Defendant caused to be filed with the IRS, in which he willfully and  
7 intentionally falsely reported to have incurred \$96,180 in expenses for business  
8 “promotion” that materially reduced his income tax due and owing. In fact,  
9 Defendant knew that at least \$92,500 of these reported business “promotion”  
10 expenses were materially false and fraudulent in that the funds were not used toward  
11 Defendant’s business but were instead paid to Goldstein and the Chabad, with  
12 Goldstein secretly returning the majority of the money to Defendant in cash.

13 6. Between approximately 2010 and 2018, Defendant provided Goldstein  
14 a total of at least approximately \$872,815 in checks made payable to the Chabad,  
15 which he fraudulently described as “contributions,” “donations,” or business  
16 expenses. In return, Goldstein funneled approximately \$654,611 (approximately  
17 75% of the money) back to Defendant, keeping the remainder. Goldstein returned  
18 the money in cash to conceal the kickback.

19 7. In total, the tax loss resulting from Defendant’s materially false tax  
20 returns in tax years 2010 through 2018 is more than \$100,000 but not more than  
21 \$250,000.

22 8. On approximately October 18, 2018, one of Goldstein’s acquaintances,  
23 “I.D.,” called Defendant and asked to meet in person with information he did not  
24 want to share over the phone. Defendant agreed, and the two met later that afternoon.  
25 I.D. asked Defendant to leave his cell phone several yards away, so that their  
26 conversation could not be recorded. I.D. then told Defendant that Goldstein had been  
27 arrested, and that he (Goldstein) wanted to warn Defendant not to accept any more  
28 “envelopes” from Goldstein. Defendant understood this to be a warning that

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Goldstein might be cooperating with law enforcement, and their future interactions could be recorded and monitored by federal law enforcement agents.

**III**  
**PENALTIES**

The crime to which Defendant is pleading guilty carries the following penalties:

- A. a maximum 3 years in prison;
- B. a maximum \$250,000 fine or twice the gross gain derived or loss resulting from the offense;
- C. a mandatory special assessment of \$100;
- D. a term of supervised release of up to 1 year. Failure to comply with any condition of supervised release may result in revocation of supervised release, requiring Defendant to serve in prison, upon revocation, all or part of the statutory maximum term of supervised release;
- E. the costs of prosecution; and
- F. pursuant to Defendant's agreement, an order from the court pursuant to Title 18, United States Code, Section 3663, that Defendant make restitution to the victims of the offense of conviction, or the estates of the victims.

Defendant further understands that by pleading guilty, Defendant may become ineligible for certain federal benefits.

**IV**  
**DEFENDANT'S WAIVER OF TRIAL RIGHTS AND**  
**UNDERSTANDING OF CONSEQUENCES**

This guilty plea waives Defendant's right at trial to:

- A. Continue to plead not guilty and require the United States to prove the elements of the crime beyond a reasonable doubt;
- B. A speedy and public trial by jury;
- C. The assistance of counsel at all stages;
- D. Confront and cross-examine adverse witnesses;
- E. Testify and present evidence and to have witnesses testify on behalf of Defendant; and,
- F. Not testify or have any adverse inferences drawn from the failure to testify.

Def. Initials 

V

**DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION**

The United States will provide Defendant any information establishing the factual innocence of Defendant known to the undersigned prosecutor in this case, and will continue to provide such information to Defendant.

If this case proceeded to trial, the United States would be required to provide impeachment information for its witnesses. In addition, if Defendant raised an affirmative defense, the United States would be required to provide information in its possession that supports such a defense. By pleading guilty Defendant will not be provided this information, if any, and Defendant waives any right to this information. Defendant will not attempt to withdraw the guilty plea or to file a collateral attack based on the existence of this information.

VI

**DEFENDANT'S REPRESENTATION THAT GUILTY PLEA IS KNOWING AND VOLUNTARY**

Defendant represents that:

- A. Defendant has had a full opportunity to discuss all the facts and circumstances of this case with defense counsel and has a clear understanding of the charges and the consequences of this plea. By pleading guilty, Defendant may be giving up, and rendered ineligible to receive, valuable government benefits and civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. The conviction in this case may subject Defendant to various collateral consequences, including but not limited to revocation of probation, parole, or supervised release in another case; debarment from government contracting; and suspension or revocation of a professional license, none of which can serve as grounds to withdraw Defendant's guilty plea.
- B. No one has made any promises or offered any rewards in return for this guilty plea, other than those contained in this agreement or otherwise disclosed to the Court.
- C. No one has threatened Defendant or Defendant's family to induce this guilty plea.



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D. Defendant is pleading guilty because Defendant is guilty and for no other reason.

**VII**

**AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE  
SOUTHERN DISTRICT OF CALIFORNIA**

This plea agreement is limited to the United States Attorney's Office for the Southern District of California, and cannot bind any other authorities in any type of matter, although the United States will bring this plea agreement to the attention of other authorities if requested by Defendant.

**VIII**

**APPLICABILITY OF SENTENCING GUIDELINES**

The sentence imposed will be based on the factors set forth in 18 U.S.C. § 3553(a). In imposing the sentence, the sentencing judge must consult the United States Sentencing Guidelines and take them into account. Defendant has discussed the Guidelines with defense counsel and understands that the Guidelines are only advisory, not mandatory. The Court may impose a sentence more severe or less severe than otherwise applicable under the Guidelines, up to the maximum in the statute of conviction. The sentence cannot be determined until a presentence report is prepared by the U.S. Probation Office and defense counsel and the United States have an opportunity to review and challenge the presentence report. Defendant agrees to request that a presentence report be prepared. Nothing in this plea agreement limits the United States' duty to provide complete and accurate facts to the district court and the U.S. Probation Office.

**IX**

**SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE**

This plea agreement is made pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B). The sentence is within the sole discretion of the sentencing judge who may impose the maximum sentence provided by statute. It is uncertain at this time what Defendant's sentence will be. The United States has not made and will not make any

1 representation about what sentence Defendant will receive. Any estimate of the probable  
2 sentence by defense counsel is not a promise and is not binding on the Court. Any  
3 recommendation by the United States at sentencing also is not binding on the Court. If the  
4 sentencing judge does not follow any of the parties' sentencing recommendations,  
5 Defendant will not withdraw the plea.

6 **X**

7 **PARTIES' SENTENCING RECOMMENDATIONS**

8 **A. SENTENCING GUIDELINE CALCULATIONS**

9 Although the Guidelines are only advisory and just one factor the Court will consider  
10 under 18 U.S.C. § 3553(a) in imposing a sentence, the parties will jointly recommend the  
11 following Base Offense Level, Specific Offense Characteristics, Adjustments, and  
12 Departures:

- 13 1. Base Offense Level [§2T1.1(a)(1); §2T4.1(F)] ..... 16
- 14 2. Acceptance of Responsibility [§3E1.1] ..... -3
- 15 3. Substantial Assistance [§5K1.1] ..... -2\*

16 \* The United States has made a preliminary determination that at the time of  
17 sentencing, Defendant's cooperation will merit a two-level downward departure. This  
18 recommendation is contingent on his continued cooperation up to and including the time of  
19 sentencing, as set forth in Section XIV, paragraph 7.

20 **B. ACCEPTANCE OF RESPONSIBILITY**

21 Despite paragraph A above, the United States will not be obligated to recommend an  
22 adjustment for acceptance of responsibility if Defendant engages in conduct inconsistent  
23 with acceptance of responsibility provision of this plea agreement, including, but not limited  
24 to, the following:

- 25 1. Fails to truthfully admit a complete factual basis as stated in the plea at  
26 the time the plea is entered, or falsely denies, or makes a statement  
27 inconsistent with, the factual basis set forth in this agreement;
- 28 2. Fails to cooperate with law enforcement as set forth in this agreement;



- 1 3. Falsely denies prior criminal conduct or convictions;
- 2 4. Is untruthful with the United States, the Court or probation officer; or
- 3 5. Breaches this plea agreement in any way.

4  
5 C. FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING THOSE UNDER 18 U.S.C. § 3553

6 Defendant may request or recommend additional downward adjustments, departures,  
7 or variances from the Sentencing Guidelines under 18 U.S.C. § 3553. The United States  
8 may oppose any downward adjustments, departures, or variances not set forth in Paragraph  
9 A above.

10 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

11 The parties have no agreement as to Defendant's Criminal History Category.

12 E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION

13 The facts in the "factual basis" paragraph of this agreement are true and may be  
14 considered as "relevant conduct" under USSG §1B1.3 and as the nature and circumstances  
15 of the offense under 18 U.S.C. § 3553(a)(1).

16 F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

17 The United States will recommend that Defendant be sentenced to the low end of the  
18 advisory guideline range as calculated by the United States pursuant to this agreement.

19 G. RESTITUTION

20 Defendant agrees, pursuant to 18 U.S.C. § 3663(a)(3), to make full restitution to the  
21 IRS in the amount of any remaining unpaid taxes, penalties (which shall include a 75%  
22 fraud penalty), and interest. Pursuant to the Closing Agreement with the IRS to be signed  
23 before the time of sentencing, Defendant agrees to pay all income tax due and owing,  
24 including penalties and interest, for tax years 2010 through 2018. Upon full payment prior  
25 to sentencing, the parties will recommend that no restitution be ordered by the Court. For  
26 purposes of calculating the tax due and owing, Defendant agrees to accept the IRS  
27 determination of the tax loss, which will be determined in good faith upon evaluation of the  
28

1 Factual Basis for this plea agreement and any additional evidence Defendant provides  
2 pertaining to the portion of Defendant's purported "donations" that Goldstein kept.

3       However, in the event Defendant has not paid in full the taxes due and owing before  
4 the time of sentencing, the parties will seek an order from the Court for restitution to the  
5 IRS in the amount of any remaining unpaid taxes, penalties (which shall include a 75%  
6 fraud penalty), and interest. If restitution is ordered pursuant to this Section, Defendant  
7 agrees to send payments to the IRS at the following address:

8               IRS-RACS  
9               Attn: Mail Stop 6261, Restitution  
10              333 W. Pershing Avenue  
11              Kansas City, MO 64108

12 In the event restitution is ordered pursuant to this Section, Defendant further agrees to  
13 complete and provide to the United States, under penalty of perjury, a financial disclosure  
14 form listing all Defendant's current and projected assets and financial interests valued at  
15 more than \$1,000. These include all assets and financial interests in which Defendant has  
16 an interest (or had an interest prior to October 18, 2018), direct or indirect, whether held in  
17 Defendant's name or in the name of another, in any property, real or personal, including  
18 marital and community property. Defendant shall also identify all assets valued at more  
19 than \$5,000 which have been transferred to any third party since October 18, 2018,  
20 including the location of the assets, the identity of the third party or parties, and the amount  
21 of consideration received by the Defendant for the transferred assets.

22       From the date any restitution is ordered until the restitution is paid in full, Defendant  
23 agrees to notify the Asset Recovery Section of the United States Attorney's Office of (i) any  
24 interest in property worth more than \$1,000 that Defendant obtains, directly or indirectly,  
25 and (ii) any interest in property owned directly or indirectly by Defendant worth over \$1,000  
26 that Defendant intends to transfer. This obligation covers any interest in property obtained  
27 under any other name or entity, including a trust, partnership or corporation. The parties  
28 will jointly recommend that this requirement also be imposed as a condition of supervised  
release.





1 of sentencing; otherwise the objection will be deemed waived. If Defendant appeals, the  
2 United States may support on appeal the sentence or restitution order actually imposed.

3 **XIII**

4 **BREACH OF THE PLEA AGREEMENT**

5 Defendant and Defendant's attorney know the terms of this agreement and shall raise,  
6 before the sentencing hearing is complete, any claim that the United States has not complied  
7 with this agreement. Otherwise, such claims shall be deemed waived (that is, deliberately  
8 not raised despite awareness that the claim could be raised), cannot later be made to any  
9 court, and if later made to a court, shall constitute a breach of this agreement.

10 Defendant breaches this agreement if Defendant violates or fails to perform any  
11 obligation under this agreement. The following are non-exhaustive examples of acts  
12 constituting a breach:

- 13 1. Failing to plead guilty pursuant to this agreement;
- 14 2. Failing to fully accept responsibility as established in Section X,  
15 paragraph B, above, including by failing to cooperate;
- 16 3. Failing to appear in court;
- 17 4. Attempting to withdraw the plea;
- 18 5. Failing to abide by any court order related to this case;
- 19 6. Failing to sign a Closing Agreement with the IRS as agreed;
- 20 7. Appealing (which occurs if a notice of appeal is filed) or collaterally  
21 attacking the conviction or sentence in violation of Section XI of this  
22 plea agreement; or
- 23 8. Engaging in additional criminal conduct from the time of arrest until the  
24 time of sentencing.

25 If Defendant breaches this plea agreement, Defendant will not be able to enforce any  
26 provisions, and the United States will be relieved of all its obligations under this plea  
27 agreement. For example, the United States may proceed to sentencing but recommend a  
28 different sentence than what it agreed to recommend above. Or the United States may  
pursue any charges including those that were dismissed, promised to be dismissed, or not

1 filed as a result of this agreement (Defendant agrees that any statute of limitations relating  
2 to such charges is tolled indefinitely as of the date all parties have signed this agreement;  
3 Defendant also waives any double jeopardy defense to such charges). In addition, the United  
4 States may move to set aside Defendant's guilty plea. Defendant may not withdraw the  
5 guilty plea based on the United States' pursuit of remedies for Defendant's breach.

6 Additionally, if Defendant breaches this plea agreement: (i) any statements made by  
7 Defendant, under oath, at the guilty plea hearing (before either a Magistrate Judge or a  
8 District Judge); (ii) the factual basis statement in Section II.B in this agreement; and (iii)  
9 any evidence derived from such statements, are admissible against Defendant in any  
10 prosecution of, or any action against, Defendant. This includes the prosecution of the  
11 charge(s) that is the subject of this plea agreement or any charge(s) that the prosecution  
12 agreed to dismiss or not file as part of this agreement, but later pursues because of a breach  
13 by the Defendant. Defendant knowingly, voluntarily, and intelligently waives any argument  
14 that the statements and any evidence derived from the statements should be suppressed,  
15 cannot be used by the United States, or are inadmissible under the United States  
16 Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the  
17 Federal Rules of Criminal Procedure, and any other federal rule.

18 **XIV**

19 **COOPERATION**

20 Defendant shall make a good faith effort to provide substantial assistance to the  
21 United States in the investigation and prosecution of others. Defendant understands that the  
22 only possible opportunity to provide substantial assistance will be pursuant to this  
23 agreement and the plea agreement. Defendant accepts the following terms:

- 24 1. Defendant agrees to be interviewed by federal and state law enforcement  
25 agents and attorneys and to tell everything Defendant knows about every  
26 person involved presently or in the past in conduct outlined in or related to the  
27 Factual Basis, the plea agreement, or any other violations of United States law  
28 not limited to the instant case. Defendant also agrees to produce all documents  
and other evidence in Defendant's possession or control related to these

1 violations.

- 2 2. Defendant agrees not to do any undercover work, tape record any  
3 conversations, or gather evidence unless instructed by the agent assigned to  
4 Defendant.
- 5 3. Defendant agrees to provide statements under penalty of perjury and to testify  
6 before any federal or state grand jury, and at any pretrial, trial or post-trial  
7 proceedings as deemed necessary by the United States. Defendant will provide  
8 complete, truthful and accurate information and testimony. Defendant agrees  
9 to submit to a polygraph examination to test the truthfulness of Defendant's  
10 statements.
- 11 4. Defendant understands that in any prosecutions against Defendant by the  
12 United States Attorney's Office, the United States will not offer in evidence in  
13 its case-in-chief, or in connection with any sentencing proceeding for the  
14 purpose of determining an appropriate sentence, any statements made by  
15 Defendant during the period of cooperation, except as provided in this  
16 paragraph and in paragraph (5) below. In the event Defendant provides  
17 materially false, incomplete, or misleading testimony or information, or  
18 engages in any other behavior deemed by the United States to be a breach of  
19 this agreement, the United States may prosecute Defendant in connection with  
20 all offenses in the present Information as well as for any other federal criminal  
21 violation of which it is aware, including false statements, perjury and  
22 obstruction of justice. Further, any such prosecution and sentence may be  
23 based on information provided by Defendant during the period of cooperation.  
24 In addition, the United States will not be bound by the recommendations in this  
25 agreement, and may recommend any lawful sentence. Further, at its option,  
26 the United States may move to set aside the plea.
- 27 5. Notwithstanding paragraph (4) above:
- 28 a) the United States may use information derived directly or indirectly  
from Defendant's cooperation for the purpose of obtaining leads to  
other evidence, which evidence may be used in any prosecution of  
Defendant by the United States; and
- b) the United States may use statements made by Defendant during the  
period of cooperation and all evidence obtained directly or indirectly  
therefrom for the purpose of cross-examination should Defendant  
testify in any proceeding, or to rebut any evidence offered by or on  
behalf of Defendant in connection with any trial and/or sentencing,  
should any prosecution of Defendant be undertaken.



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6. Statements made by Defendant pursuant to this cooperation agreement are not statements “made in the course of any proceedings under Rule 11 of the Federal Rules of Criminal Procedure” and are not statements “made in the course of plea discussions.”
7. If the United States Attorney’s Office decides that Defendant has provided substantial assistance, it may, in its sole discretion, file a motion for a downward departure under §5K1.1 of the United States Sentencing Guidelines, as set forth in Section X. Notwithstanding Section X, if, between the date of this agreement and sentencing, Defendant fails to provide substantial assistance or otherwise breaches this agreement in any way, the United States may, in its sole discretion, recommend no downward departure, or recommend a departure less than that set forth in Section X.
8. Defendant acknowledges that even if the United States makes a §5K1.1 motion, the Court may reject the United States’ recommendation and refuse to depart downward.
9. If the United States Attorney’s Office decides to make a §5K1.1 motion, it will inform the sentencing judge of:
  - a) the plea agreement;
  - b) the nature and extent of Defendant’s activities in this case;
  - c) the full nature and extent of Defendant’s cooperation with the United States and the date when such cooperation commenced; and
  - d) all information in the possession of the United States relevant to sentencing not precluded by this agreement.

XV

**CONTENTS AND MODIFICATION OF AGREEMENT**

This plea agreement embodies the entire agreement between the parties and supersedes any other agreement, written or oral. No modification of this plea agreement shall be effective unless in writing signed by all parties.



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XVI

**DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT**

By signing this agreement, Defendant certifies that Defendant has read it. Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

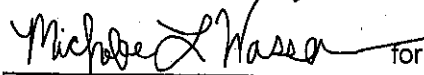
XVII

**DEFENDANT SATISFIED WITH COUNSEL**

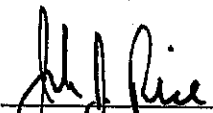
Defendant has consulted with counsel and is satisfied with counsel's representation. This is Defendant's independent opinion, and Defendant's counsel did not advise Defendant about what to say in this regard.

ROBERT S. BREWER, JR.  
United States Attorney

DATED: 1/26/21

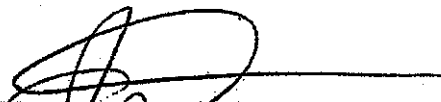
  
\_\_\_\_\_  
EMILY W. ALLEN  
OLEKSANDRA JOHNSON  
Assistant U.S. Attorneys

DATED:

  
\_\_\_\_\_  
JOHN J. RICE  
Defense Counsel

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE.

DATED:

  
\_\_\_\_\_  
STUART WEINSTOCK  
Defendant