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7 UNITED STATES DISTRICT COURT  
8 DISTRICT OF NEVADA  
-oOo-

9 UNITED STATES OF AMERICA,  
10  
Plaintiff  
11 v.  
12 JAMAL RASHID,  
13 Defendant.

CRIMINAL INFORMATION  
VIOLATIONS:  
18 U.S.C. § 1952(a)(3) – *Use of an Interstate  
Facility in Aid of Unlawful Activity*  
2:19-cr-00246-RFB-NJK

14  
15 THE UNITED STATES ATTORNEY CHARGES THAT:

16 Count One  
17 (*Use of an Interstate Facility in Aid of Unlawful Activity*)

18 From in or about April 2002 through in or about October 2014, in the District of Nevada  
19 and elsewhere,

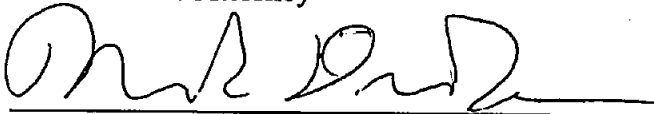
20 JAMAL RASHID,  
21 used facilities of interstate commerce with the intent to promote, manage, establish, carry on  
22 and facilitate the promotion, management, establishment, and carrying on of an unlawful  
23 activity, that is, a business enterprise involving adult prostitution offenses in violation of  
24 Nevada Revised Statute NRS 201.300(1), and thereafter performed and attempted to perform

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an act to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of the unlawful activity, all in violation of Title 18, United States Code, Section 1952(a)(3).

DATED this 25th day of September, 2019.

NICHOLAS A. TRUTANICH  
United States Attorney



NICHOLAS D. DICKINSON  
Assistant United States Attorney

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7 UNITED STATES DISTRICT COURT  
 8 FOR THE DISTRICT OF NEVADA

9 UNITED STATES OF AMERICA,

10 Plaintiff,

11 v.

12 JAMAL RASHID,

13 Defendant.

No.

**Binding Plea Agreement Pursuant to Fed. R.  
 14 Crim. P. 11(c)(1)(C) for Defendant  
 15 Jamal Rashid**

15 This plea agreement between Jamal Rashid ("defendant") and the United States  
 16 Attorney's Office for the District of Nevada (the "USAO") sets forth the parties' agreement  
 17 regarding the criminal charges and the USAO's investigation referenced herein and the  
 18 applicable sentences and fines in the above-captioned case. **This is a binding plea agreement**  
 19 **pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).** The government and defendant  
 20 agree that the offense level to which the parties stipulate is correct and that a sentence of no  
 21 lower than one month of imprisonment and no greater than 33 months' of imprisonment and a  
 22 supervised release term of three years is appropriate in this case. If the district court accepts the  
 23 plea agreement, it will be obligated to accept the parties' stipulated offense level and impose a  
 24 sentence within the agreed-upon sentencing range. This agreement binds only defendant, the

1 USAO, and the district court, and does not bind the U.S. Probation Office, or any other federal,  
2 state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities. This  
3 agreement does not prohibit the USAO or any agency or third party from seeking any other civil  
4 or administrative remedies directly or indirectly against defendant or defendant's property.

5 This agreement becomes effective upon signature by defendant, defendant's counsel, and  
6 an Assistant United States Attorney.

7 **I. DEFENDANT'S OBLIGATIONS**

8 1. Defendant agrees to:

9 a. Give up the right to indictment by a grand jury and, at the earliest  
10 opportunity requested by the USAO and provided by the Court, appear and plead guilty to a  
11 one-count information, which charges defendant with Use of an Interstate Facility in Aid of  
12 Unlawful Activity, in violation of 18 U.S.C. § 1952(a)(3)(A).

13 b. Stipulate to the facts agreed to in this agreement;

14 c. Abide by all agreements regarding sentencing contained in this agreement;

15 d. Not seek to withdraw defendant's guilty plea once it is entered unless the  
16 district court later does not accept the plea agreement pursuant to Federal Rule of Criminal  
17 Procedure 11(c)(5);

18 e. Appear for all court appearances, surrender as ordered for service of  
19 sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter;

20 f. Not commit any federal, state, or local crime;

21 g. Be truthful at all times with the U.S. Probation and Pretrial Services Offices  
22 and the Court;

23 **II. THE USAO'S OBLIGATIONS**

24 2. The USAO agrees to:

- 1 a. Stipulate to facts agreed to in this agreement;
- 2 b. Abide by all agreements regarding sentencing contained in this agreement;
- 3 c. At sentencing, provided that defendant demonstrates an acceptance of
- 4 responsibility for the offense up to and including the time of sentencing, recommend a two-level
- 5 reduction in the applicable sentencing guidelines offense level, pursuant to USSG § 3E1.1 and
- 6 move for an additional one-level reduction if available under that section;
- 7 d. Not bring any additional charges against defendant arising out of the
- 8 USAO's investigation in the District of Nevada and elsewhere that culminated in this agreement,
- 9 including any potential charges to offenses with no statute of limitations. Defendant agrees that
- 10 the district court at sentencing may consider any uncharged conduct in determining the
- 11 applicable sentencing guidelines range, the propriety and extent of any departure or variance
- 12 from that range, and the sentence to be imposed after consideration of the sentencing guidelines
- 13 and all other relevant factors under 18 U.S.C. § 3553(a);

14 **III. ELEMENTS OF THE OFFENSE**

15 3. Count One: The elements of Use of an Interstate Facility in Aid of Unlawful

16 Activity under 18 U.S.C. § § 1952(a)(3)(A) are as follows:

17 First: The defendant used any facility in interstate commerce with the intent to

18 facilitate the promotion, management, establishment, or carrying on of an unlawful activity in

19 violation of the laws of the State of Nevada, specifically, a business enterprise involving adult

20 prostitution offenses in violation of NRS 201.300(1); and

21 Second: Thereafter, the defendant performed or attempted to perform an act in

22 furtherance of the unlawful activity.

23 *See Ninth Circuit Model Criminal Jury Instruction 8.144 (2010 ed.).*

24

1 IV. CONSEQUENCES OF CONVICTION

2 4. Maximum Statutory Penalties:

3 a. Defendant understands that the statutory maximum sentence the district  
4 court can impose for a violation of 18 U.S.C. § 1952(a)(3)(A) as charged in Count One, is: five  
5 years imprisonment; a three-year period of supervised release; a fine of \$250,000 or twice the  
6 gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special  
7 assessment of \$100.

8 5. Parole Abolished: Defendant acknowledges that defendant's prison sentence  
9 cannot be shortened by early release on parole because parole has been abolished.

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

17 7. Factors under 18 U.S.C. § 3553: Defendant understands that the district court  
18 must consider the factors set forth in 18 U.S.C. § 3553(a) in determining defendant's sentence.  
19 However, the statutory maximum sentence limits the district court's discretion in determining  
20 defendant's sentence.

21 8. Potential Collateral Consequences of Conviction: Defendant understands that, by  
22 pleading guilty, defendant may be giving up valuable government benefits and valuable civic  
23 rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the  
24 right to serve on a jury. Defendant understands that once the district court accepts defendant's

1 guilty plea, it will be a federal felony for defendant to possess a firearm or ammunition.

2 Defendant understands that the conviction in this case may also subject defendant to various  
3 other collateral consequences, including but not limited to revocation of probation, parole, or  
4 supervised release in another case and suspension or revocation of a professional license.

5 Defendant understands that unanticipated collateral consequences will not serve as grounds to  
6 withdraw defendant's guilty plea.

7 9. Potential Removal/Deportation Consequences of Conviction: Defendant  
8 understands that, if defendant is not a United States citizen, the felony conviction in this case  
9 may subject defendant to removal, also known as deportation, which may, under some  
10 circumstances, be mandatory; denial of citizenship; and denial of admission to the United States  
11 in the future. The district court cannot, and defendant's attorney also may not be able to, advise  
12 defendant fully regarding the immigration consequences of the felony conviction in this case.

13 Defendant understands that unexpected immigration consequences will not serve as grounds to  
14 withdraw defendant's guilty plea.

#### 15 V. FACTUAL BASIS

16 10. Defendant admits that defendant is, in fact, guilty of the offense to which  
17 defendant is agreeing to plead guilty. Defendant acknowledges that if defendant elected to go to  
18 trial instead of pleading guilty, the USAO could prove defendant's guilt beyond a reasonable  
19 doubt. Defendant further acknowledges that defendant's admissions and declarations of fact set  
20 forth below satisfy every element of the charged offense. Defendant waives any potential future  
21 claim that the facts defendant admitted below are insufficient to satisfy the elements of the  
22 charged offense. Defendant admits and declares under penalty of perjury that the facts set forth  
23 below are true and correct:  
24

1           11.    At all times relevant to the conduct charged in the Information, adult, consensual  
2 prostitution (“prostitution”) was illegal under state law in Clark County, Nevada, NRS  
3 201.300(1).

4           12.    Between in or about April 2002 and in or about September 2014, defendant  
5 owned, operated, and managed several businesses in Clark County, Nevada, that purported to  
6 offer legal escort services. The businesses included the following: V.I.P. Entertainment, LLC  
7 (licensed from April 3, 2002, through April 30, 2014); International V.I.P., LLC (licensed from  
8 March 21, 2005, through March 31, 2011); and Las Vegas Concierge VS1 LLC (licensed from  
9 December 4, 2012, through December 31, 2014).

10           13.    Defendant carried on an unlawful prostitution business through these escort  
11 businesses.

12           14.    Between in or about April 2002 and in or about September 2014, defendant  
13 routinely used, or caused others to use, the below described facilities in interstate commerce to  
14 promote, manage, establish, and carry on his unlawful prostitution business.

15           15.    Defendant routinely used, or caused others to use, cellular telephones and other  
16 means to cause women working for the defendant’s escort businesses to conduct acts of  
17 prostitution in Clark County, Nevada. In some instances, defendant’s American Express credit  
18 card was used to pay for the airfare and other travel-related expenses.

19           16.    Defendant used, or caused others to use, various paid websites, such as Backpage  
20 and ErosGuide, to advertise the women online for prostitution purposes. For example, on  
21 September 11, 2014, defendant paid ErosGuide \$2,772 using his American Express credit card.

22           17.    Between in or about April 2002 and in or about September 2014, defendant  
23 performed numerous acts in furtherance of his prostitution business in Nevada and elsewhere.

24



1 Most notably, defendant persuaded, induced, enticed, and caused numerous women to engage in  
2 prostitution, such as the following examples:

- 3 a) In March 2012, the defendant persuaded, induced, enticed, and caused Victim  
4 1<sup>1</sup> to travel from Nevada to New York to engage in prostitution.
- 5 b) On February 15, 2008, defendant persuaded, induced, enticed, and  
6 caused Victim 2 to travel from Las Vegas to Maui, Hawaii;
- 7 c) On March 6, 2008, defendant persuaded, induced, enticed, and caused  
8 Victim 3 to travel from Portland, Oregon, to Las Vegas;
- 9 d) On January 19, 2009, defendant persuaded, induced, enticed, and  
10 caused Victim 4 to travel from Las Vegas to Chicago, Illinois;
- 11 e) On March 26, 2010, defendant persuaded, induced, enticed, and caused  
12 Victim 5 to travel from Las Vegas to New York City;
- 13 f) On July 27, 2011, defendant persuaded, induced, enticed, and caused  
14 Victim 6 to travel from Las Vegas to Pittsburgh, Pennsylvania; and
- 15 g) On March 11, 2013, defendant persuaded, induced, enticed, and caused  
16 Victim 7 to travel from Las Vegas to Newark.

17 All of the foregoing took place in the state and Federal District of Nevada, and elsewhere.

## 18 VI. SENTENCING FACTORS

19 18. Discretionary Nature of Sentencing Guidelines: Defendant understands that in  
20 determining defendant's sentence, the district court is required to calculate the applicable  
21 sentencing guidelines range and to consider that range, possible departures under the sentencing  
22 guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant  
23 understands that the sentencing guidelines are advisory only, that defendant cannot have any  
24 expectation of receiving a sentence within the calculated sentencing guidelines range, and that

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<sup>1</sup> The parties agree that for purposes of the plea agreement, the term "victim" is defined in USSG §2G1.1, comment. (n.1).

1 after considering the sentencing guidelines and the other § 3553(a) factors, the district court will  
 2 be free to exercise its discretion to impose any sentence it finds appropriate. Pursuant to Federal  
 3 Rule of Criminal Procedure 11(c)(1)(C), however, if the district court accepts this plea  
 4 agreement, it will be obligated to impose a sentence within the parties agreed-upon sentencing  
 5 range of between one month of imprisonment and 33 months' of imprisonment, and a  
 6 supervised release term of three years.

7 19. Offense Level Calculations: The parties stipulate to the following calculation of  
 8 defendant's offense level under the sentencing guidelines; agree that these stipulations will bind  
 9 the district court pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) if it accepts this  
 10 plea agreement; and agree that they will not seek to apply any other specific offense  
 11 characteristics, enhancements, or reductions except as expressly noted in the following  
 12 paragraphs:

Base Offense Level USSG §§ 2E1.2(a)(2) and 2G1.1(a)(2):	14
<u>More Than 5 Units USSG § 2G1.1(d)(1):</u>	<u>+5</u>
Adjusted Offense Level:	19

16 Defendant and the USAO reserve the right to argue only whether an upward departure is  
 17 appropriate under USSG 2G1.2, comment. (n.6).

18 20. Reduction for Acceptance of Responsibility: Under USSG § 3E1.1(a), the USAO  
 19 will recommend that defendant receive a two-level downward adjustment for acceptance of  
 20 responsibility unless defendant (a) fails to truthfully admit facts establishing a factual basis for the  
 21 guilty plea when defendant enters the plea; (b) fails to truthfully admit facts establishing the  
 22 amount of restitution owed when defendant enters the guilty plea; (c) fails to truthfully admit  
 23 facts establishing the forfeiture allegations when defendant enters the guilty plea; (d) provides  
 24 false or misleading information to the USAO, the district court, Pretrial Services, or the

1 Probation Office; (e) denies involvement in the offense or provides conflicting statements  
2 regarding defendant's involvement or falsely denies or frivolously contests conduct relevant to  
3 the offense; (f) attempts to withdraw defendant's guilty plea; (g) commits or attempts to commit  
4 any crime; (h) fails to appear in court; or (i) violates the conditions of pretrial release.

5 Under USSG § 3E1.1(b), if the district court determines that defendant's total offense  
6 level before operation of § 3E1.1(a) is 16 or higher, and if the USAO recommends a two-level  
7 downward adjustment pursuant to the preceding paragraph, the USAO will move for an  
8 additional one-level downward adjustment for acceptance of responsibility before sentencing  
9 because defendant communicated defendant's decision to plead guilty in a timely manner that  
10 enabled the USAO to avoid preparing for trial and to efficiently allocate its resources.

11 21. Criminal History Category. Defendant acknowledges that the district court may  
12 base defendant's sentence in part on defendant's criminal record or criminal history. The district  
13 court will determine defendant's criminal history category under the sentencing guidelines.

14 22. Additional Sentencing Information: The stipulated sentencing guidelines  
15 calculations are based on information now known to the parties. Defendant understands that  
16 both defendant and the USAO are free to (a) supplement the facts in this agreement by supplying  
17 relevant information to the U.S. Probation and Pretrial Services Offices and the district court  
18 regarding the nature, scope, and extent of defendant's criminal conduct and any aggravating or  
19 mitigating facts or circumstances; and (b) correct any and all factual misstatements relating to the  
20 district court's sentencing guidelines calculations and determination of sentence. While this  
21 paragraph permits both the USAO and defendant to submit full and complete factual  
22 information to the U.S. Probation and Pretrial Services Offices and the district court, even if that  
23 factual information may be viewed as inconsistent with the facts agreed to in this agreement, this  
24 paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed

1 to in this agreement. Good faith efforts to provide truthful information or to correct factual  
2 misstatements shall not be grounds for defendant to withdraw defendant's guilty plea.

3 23. Defendant acknowledges that the U.S. Probation Office may calculate the  
4 sentencing guidelines differently and may rely on additional information it obtains through its  
5 investigation. Defendant also acknowledges that the district court may rely on this and other  
6 additional information as it calculates the sentencing guidelines range and makes other  
7 sentencing determinations, and the district court's reliance on such information shall not be  
8 grounds for defendant to withdraw defendant's guilty plea.

9 **VII. POSITIONS REGARDING SENTENCING**

10 24. **This is a binding plea agreement under Federal Rule of Criminal Procedure**  
11 **11(c)(1)(C).** The parties will recommend that the district court sentence defendant to no less  
12 than one month of imprisonment and no greater than 33 months' of imprisonment and a  
13 supervised release term of three years. Either party is permitted to argue for a specific sentence  
14 within the agreed upon range. In the event the district court sentences defendant to a term of  
15 imprisonment of less than one year, the defendant agrees to recommend a term of home  
16 confinement as a special term of supervised release that combined with the term of  
17 imprisonment will total one year. For example, if the district court sentences defendant to one  
18 month imprisonment, defendant will agree to an 11 month term of home confinement as a  
19 special term of supervised release.

20 25. In the event that a sentence within this range is outside defendant's sentencing  
21 guidelines range as determined by the district court, the parties will request a variance. In  
22 agreeing to this sentencing recommendation, the parties have taken into consideration all of the  
23 factors set forth in 18 U.S.C. § 3553(a) and conclude that a sentence within the agreed upon  
24 range is a reasonable sentence. The parties understand and the defendant acknowledges that, if

1 the district court accepts this binding plea agreement, this recommended sentencing range will  
2 be binding on the district court pursuant to Fed. R. Crim. P. 11(c)(1)(A) and (C). Either party  
3 may withdraw from this Plea Agreement in the event that the district court informs the parties  
4 that it rejects this binding Plea Agreement. *See* Fed. R. Crim. P. 11(c)(1)(5).

5       26. The parties agree that the offense of conviction is not a sexual offense that  
6 requires registration under the Sex Offender Registration and Notification Act (SORNA). The  
7 parties further agree that defendant's conduct did not include defendant engaging in a sexual act  
8 or sexual contact with another person.

9       27. If the district court rejects this binding Plea Agreement, defendant is advised that  
10 (a) the district court is not required to follow the plea agreement; (b) both defendant and the  
11 USAO have the opportunity to withdraw from the plea; and (c) if the plea is not withdrawn, the  
12 district court may dispose of the case less favorably toward defendant than the plea agreement  
13 contemplated, pursuant to Fed. R. Crim. P. 11(c)(1)(5)(A)-(C). Defendant acknowledges, if the  
14 district court rejects the plea agreement and defendant chooses not to withdraw defendant's  
guilty plea, the district court does not have to follow the recommendation of either party.

15       28. Notwithstanding its agreement to recommend a sentence as described above, the  
16 USAO reserves its right to defend any lawfully imposed sentence on appeal or in any post-  
17 conviction litigation.

18       29. If defendant commits any act that the Court finds would result in a loss of the  
19 downward adjustment for acceptance of responsibility, the USAO is entitled to argue for a  
20 sentence up to the statutory maximum sentence, or alternatively to withdraw from the  
21 agreement, but defendant will remain bound by the provisions of this agreement and will not  
22 have the right to withdraw defendant's guilty plea. If the USAO chooses to withdraw from the  
23 agreement, defendant will not remain bound by the provisions of this agreement and will have  
24 the right to withdraw defendant's guilty plea.

VIII. WAIVER OF CONSTITUTIONAL RIGHTS

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

- a. The right to persist in a plea of not guilty;
- b. The right to a speedy and public trial by jury;
- c. The right to be represented by counsel—and if necessary have the court appoint counsel—at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel—and if necessary have the court appoint counsel—at every other stage of the proceeding;
- d. The right to be presumed innocent and to have the burden of proof placed on the USAO to prove defendant guilty beyond a reasonable doubt;
- e. The right to confront and cross-examine witnesses against defendant;
- f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify;
- g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant; and
- h. The right to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and any other pretrial motions that have been filed or could be filed.
- i. Understanding that the investigating agency has in its possession digital devices and/or digital media seized from defendant, defendant waives any right to the return of digital data contained on those digital devices and/or digital media and agrees that if any of these digital devices and/or digital media are returned to defendant, the agency may delete all digital data from those digital devices and/or digital media before they are returned to defendant.

1 IX. WAIVER OF APPELLATE RIGHTS

2 31. Waiver of Appellate Rights. Defendant knowingly and expressly waives: (a) the  
3 right to appeal any sentence imposed at or below 33 months imprisonment; (b) the right to  
4 appeal the manner in which the district court determined that sentence on the grounds set forth  
5 in 18 U.S.C. § 3742; and (c) the right to appeal any other aspect of the conviction, including but  
6 not limited to the constitutionality of the statute of conviction; any other aspect of the sentence;  
7 and any order of restitution or forfeiture.

8 32. Defendant reserves only the right to appeal any portion of the sentence that is  
9 above 33 months imprisonment.

10 33. Waiver of Post-Conviction Rights. Defendant also knowingly and expressly  
11 waives all collateral challenges, including any claims under 28 U.S.C. § 2255, to defendant's  
12 conviction, sentence, and the procedure by which the district court adjudicated guilt and  
13 imposed sentence, except non-waivable claims of ineffective assistance of counsel.

14 34. Preservation of Evidence: Defendant acknowledges that the USAO and the  
15 agencies investigating this case are not obligated or required to preserve any evidence obtained in  
16 the investigation of this case.

17 X. RESULT OF WITHDRAWAL OF GUILTY PLEA  
18 OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTION

19 35. Consequence of withdrawal of guilty plea: Defendant agrees that if, after entering  
20 a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in  
21 withdrawing defendant's guilty plea on any basis other than the district court rejecting the  
22 binding plea agreement or a claim and finding that entry into this agreement was involuntary, or  
23 the USAO withdrawing from this agreement, then (a) the USAO will be relieved of all of its  
24 obligations under this agreement and (b) should the USAO choose to pursue any charge that was  
not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled

1 between the date of defendant's signing of this agreement and the filing commencing any such  
2 action to withdraw the plea; and (ii) defendant waives and gives up all defenses based on the  
3 statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to  
4 any such action, except to the extent that such defenses existed as of the date of defendant's  
5 signing this agreement or exists as a result of delay after an action is commenced to withdraw the  
6 plea.

7         36.     Consequence of vacatur, reversal, or set-aside: Defendant agrees that if  
8 defendant's conviction is vacated, reversed, or set aside, both the USAO and defendant will be  
9 released from all their obligations under this agreement, except that, should the USAO choose to  
10 pursue any charge that was not filed as a result of this agreement, then (i) any applicable statute  
11 of limitations will be tolled between the date of defendant's signing of this agreement and the  
12 filing commencing any such action to withdraw the plea; and (ii) defendant waives and gives up  
13 all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy  
14 trial claim with respect to any such action to vacated, reversed, or set aside, except to the extent  
15 that such defenses existed as of the date of defendant's signing this agreement or exists as a result  
16 of delay after an action is commenced to vacated, reversed, or set aside the conviction.

## 17   XII. BREACH OF AGREEMENT

18         37.     Defendant agrees that if, at any time after this agreement becomes effective,  
19 defendant knowingly violates or fails to perform any of defendant's obligations under this  
20 agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's  
21 obligations are material, a single breach of this agreement is sufficient for the USAO to declare a  
22 breach, and defendant shall not be deemed to have cured a breach without the express agreement  
23 of the USAO in writing. If the USAO declares this agreement breached, and the district court  
24 finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea



1 pursuant to this agreement, defendant will remain bound by the provisions of this agreement and  
2 will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its  
3 obligations under this agreement.

4 38. Following the Court's finding of a knowing breach of this agreement by defendant,  
5 should the USAO choose to pursue any charge that was not filed as a result of this agreement,  
6 then:

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

10 b. Defendant waives and gives up all defenses based on the statute of  
11 limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such  
12 action, except to the extent that such defenses existed as of the date of defendant's signing this  
13 agreement or exists as a result of delay after an action is commenced addressing a breach of this  
14 agreement.

15 **XIII. COURT AND UNITED STATES PROBATION  
16 AND PRETRIAL SERVICES OFFICE NOT PARTIES**

17 39. Defendant understands that the U.S. Probation and Pretrial Services Office are not  
18 parties to this agreement and need not accept any of the USAO's sentencing recommendations  
19 or the parties' agreements to facts or sentencing factors. Defendant understands that the district  
20 court is not a party to this agreement and is only bound by the parties' stipulated offense level  
21 and the parties' stipulated sentencing range.

22 40. Defendant understands that both defendant and the USAO are free to argue on  
23 appeal and collateral review that the district court's sentencing guidelines calculations and the  
24 sentence it chooses to impose are not error provided the sentence is within the agreed upon  
range of the binding plea.

1           41. Defendant understands that, if the district court rejects the plea agreement and  
2 defendant chooses not to withdraw defendant's guilty plea, the district court may ignore any  
3 sentencing recommendation, find facts or reach conclusions different from those agreed to by the  
4 parties, or impose any sentence up to the maximum established by statute, and defendant will  
5 remain bound to fulfill all defendant's obligations under this agreement. Defendant understands  
6 that, if the district court rejects the plea agreement and defendant chooses not to withdraw  
7 defendant's guilty plea, no one—not the prosecutor, defendant's attorney, or the Court—can  
8 make a binding prediction or promise regarding the sentence defendant will receive, except that  
9 it will be within the statutory maximum.

10   **XIV. ADDITIONAL ACKNOWLEDGMENTS**

11           42. The Defendant acknowledges that:

12                   a. Defendant read this agreement and defendant understands its terms and  
13 conditions.

14                   b. Defendant had adequate time to discuss this case, the evidence, and this  
15 agreement with defendant's attorney.

16                   c. Defendant carefully and thoroughly discussed all terms of this agreement  
17 with defendant's attorney.

18                   d. Defendant understands the terms of this agreement and voluntarily agrees  
19 to those terms.

20                   e. Defendant has discussed with defendant's attorney the following: the  
21 evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses that  
22 might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C. 3553(a);  
23 the relevant sentencing guidelines provisions; and consequences of entering into this agreement.

24

1           f.     The representations contained in this agreement are true and correct,  
2 including the factual basis for defendant's offense set forth in this agreement.

3           g.     Defendant was not under the influence of any alcohol, drug, or medicine  
4 that would impair defendant's ability to understand the agreement when defendant considered  
5 signing this agreement and when defendant signed it.

6           43.    Defendant understands that defendant alone decides whether to plead guilty or go  
7 to trial, and acknowledges that defendant has decided to enter defendant's guilty plea knowing of  
8 the charges brought against defendant, defendant's possible defenses, and the benefits and  
9 possible detriments of proceeding to trial.

10          44.    Defendant understands that no promises, understandings, or agreements other  
11 than those set forth in this agreement have been made or implied by defendant, defendant's  
12 attorney, or the USAO, and no additional promises, agreements, or conditions shall have any  
13 force or effect unless set forth in writing and signed by all parties or confirmed on the record  
14 before the district court.

15          45.    Defendant acknowledges that defendant decided to plead guilty voluntarily and  
16 that no one threatened, coerced, or forced defendant to enter into this agreement.

17          46.    Defendant is satisfied with the representation of defendant's attorney, and  
18 defendant is pleading guilty because defendant is guilty of the charges and chooses to take  
19 advantage of the promises set forth in this agreement and for no other reason.

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XV. PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

47. 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 DISTRICT OF NEVADA

NICHOLAS A. TRUTANICH  
United States Attorney



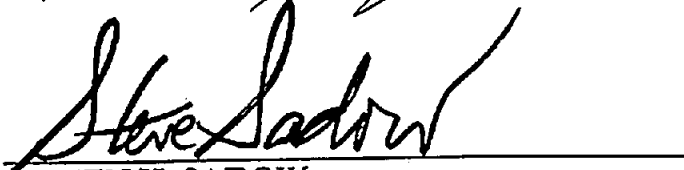
NICHOLAS D. DICKINSON  
Assistant United States Attorney

9/25/19  
Date



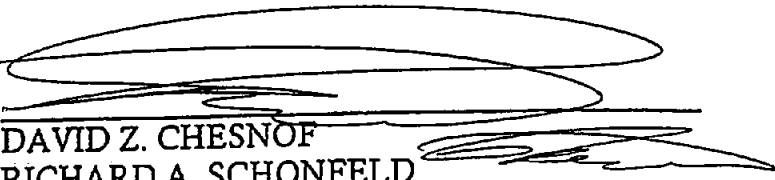
JAMAL RASHID  
Defendant

09/12/19  
Date



STEVEN H. SADOW  
Attorney for Defendant Jamal Rashid

9/14/19  
Date



DAVID Z. CHESNOF  
RICHARD A. SCHONFELD  
Attorneys for Defendant Jamal Rashid

9/17/19  
Date