



United States Department of Justice

William J. Powell
United States Attorney's Office
Northern District of West Virginia

United States Courthouse
1125 Chapline Street
P.O. Box 591
Wheeling, WV 26003
Phone: (304) 234-0100
FAX: (304) 234-0111

Raymond H. Yackel, Esq.
Law Offices of Raymond H. Yackel
162 Chancery Row
Morgantown, WV 26505
VIA E-MAIL DELIVERY

FILED 2019

SEP 30 2019

U.S. DISTRICT COURT-WVND
CLARKSBURG, WV 26301

JWC RHY
09/30/19

In re: United States v. Dietrich S. FANSLER, Criminal No.: 1:19-CR-50

Dear Mr. Yackel:

This will confirm conversations with you concerning your client, Dietrich S. Fansler (hereinafter referred to as "Defendant" or "Mr. Fansler"). All references to the "Guidelines" refer to the guidelines established by the United States Sentencing Commission, effective November 1, 1987, as amended.


Subject to Department of Justice Tax Division approval, it is agreed between the United States and your client as follows:

1. Defendant will waive his right to have his case presented to a Grand Jury and plead guilty to a two-count Information to be filed in this district.

Count One will charge him with Fraudulent Concealment of Bankruptcy Estate Assets, in violation of Title 18, United States Code, Section 152(1).

Count Two will charge him with Willful Failure to Pay Over Tax, in violation of Title 26, United States Code, Section 7202.

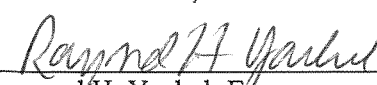
2. The maximum penalty to which Mr. Fansler will be exposed by virtue of his plea of guilty to Count One is: imprisonment for a term of not more than five (5) years, a fine up to \$250,000.00, and a term of supervised release of not more than three (3) years.



Dietrich S. Fansler, Defendant

7/17/19

Date



Raymond H. Yackel, Esq.
Counsel for Defendant

7/17/19

Date

The maximum penalty to which Mr. Fansler will be exposed by virtue of his plea of guilty to Count Two is: imprisonment for a term of not more than five (5) years, a fine up to \$250,000.00, and a term of supervised release of not more than three (3) years.

Mr. Fansler will also be required to pay a mandatory special assessment of \$200.00 (Title 18, United States Code, Section 3013) which must be paid before the date of sentencing by money order, or certified check, made payable to the United States District Court. It is also understood that Mr. Fansler might be required by the Court to pay the costs of any incarceration.


3. Pursuant to Sections 6B1.4 and 1B1.3 of the Guidelines, the parties hereby stipulate and agree that the base offense level of Count One is **Base Offense Level 6** pursuant to Section 2B1.1(a)(2) because the offense of conviction in Count One has a statutory maximum term of imprisonment of less than 20 years.

The parties hereby stipulate and agree to the following specific offense characteristics for Count One:

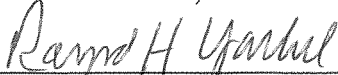
- 1) a **10-level increase** pursuant to Section 2B1.1(b)(1)(F) because the loss was more than \$150,000.00 but not more than \$250,000.00, specifically approximately **\$225,000.00**; and
- 2) a **2-level increase** pursuant to Section 2B1.1(b)(2)(A)(i) because the offense involved 10 or more victims, specifically including approximately **34 bankruptcy creditors**.

The parties hereby stipulate and agree to the following Chapter Three adjustment for Count One: a **2-level increase** pursuant to Section 3C1.1 because the defendant willfully obstructed or impeded, or attempted to obstruct or impede, the administration of justice with respect to the investigation of the offense of conviction in Count One, and the obstructive conduct related to the defendant's offense of conviction in Count One and any relevant conduct. This stipulation is based upon the defendant's filing of multiple Small Business Monthly Operating Reports in the United States Bankruptcy Court, falsely stating under penalty of perjury that he had deposited all the receipts for the debtor, Pin Oak Properties, in the debtor-in-possession account for the month.

Moreover, the parties hereby stipulate and agree that the total relevant conduct of Count Two, as determined by the Tax Table under Section 2T4.1, is a **Base Offense Level 20 (more than \$550,000.00 but not more than \$1.5 million of tax loss)** based upon a total tax loss of approximately **\$880,446.82** figured below in a. through s., for the defendant's 941 liability relating to Villa Rentals, Inc.; a. through i., for the defendant's 941 liability for Pin Oak Properties, LLC; and a. through c., for the defendant's individual 1040 liability relating to his personal income tax returns, and as follows:



 Dietrich S. Fansler, Defendant



 Raymond H. Yackel, Esq.
 Counsel for Defendant

7-17-19

 Date

7-17-19

 Date

941 Liability (Villa Rentals, Inc.): **\$145,350.89**

- a. \$3,592.69 for 2010 (First Quarter);
- b. \$10,125.69 for 2010 (Second Quarter);
- c. \$13,915.26 for 2010 (Third Quarter);
- d. \$12,279.90 for 2010 (Fourth Quarter);
- e. \$6,371.61 for 2011 (First Quarter);
- f. \$7,017.18 for 2011 (Third Quarter);
- g. \$7,727.08 for 2011 (Fourth Quarter);
- h. \$6,538.86 for 2012 (First Quarter);
- i. \$6,387.64 for 2012 (Second Quarter);
- j. \$7,341.36 for 2012 (Third Quarter);
- k. \$6,006.22 for 2012 (Fourth Quarter);
- l. \$7,490.10 for 2013 (First Quarter);
- m. \$7,713.68 for 2013 (Second Quarter);
- n. \$4,361.78 for 2013 (Third Quarter);
- o. \$5,057.86 for 2013 (Fourth Quarter);
- p. \$8,127.42 for 2014 (First Quarter);
- q. \$8,208.38 for 2014 (Second Quarter);
- r. \$8,687.80 for 2014 (Third Quarter); and
- s. \$8,400.38 for 2014 (Fourth Quarter);

941 Liability (Pin Oak Properties, LLC): **\$127,073.27**

- a. \$12,000.45 for 2014 (Fourth Quarter);
- b. \$21,023.20 for 2015 (First Quarter);
- c. \$16,264.30 for 2015 (Second Quarter);
- d. \$13,059.72 for 2015 (Fourth Quarter);
- e. \$5,433.92 for 2016 (First Quarter);
- f. \$15,697.34 for 2016 (Second Quarter);
- g. \$15,827.42 for 2016 (Third Quarter);
- h. \$14,301.80 for 2016 (Fourth Quarter); and
- i. \$13,465.12 for 2017 (First Quarter); and

1040 Liability (Individual): **\$608,022.66**

- a. \$11,691.66 for Tax Year 2009;
- b. \$13,920.00 for Tax Year 2010;
- c. \$384,885.00 for Tax Year 2012; and
- d. \$197,526.00 for Tax Year 2013.

HS -

Dietrich S. Fansler, Defendant

Raymond H Yackel

Raymond H. Yackel, Esq.
Counsel for Defendant

7-17-19

Date

7-17-19

Date

Finally, the parties hereby stipulate and agree that Count One and Count Two group pursuant to Section 3D1.2 and that the offense level applicable to the group is **Combined Adjusted Offense Level 20** pursuant to Section 3D1.3.

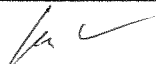
The parties understand that pursuant to Section 6B1.4(d), the Court is not bound by the above stipulations, and if not accepted by the Court, Mr. Fansler will not have the right to withdraw his plea of guilty

4. With regard to Count One, Defendant agrees to pay restitution to the United States Bankruptcy Trustee in the total amount of **\$225,000.00**, pursuant to 18 U.S.C. § 3663(a)(3). Defendant agrees that the total amount of restitution to the United States Bankruptcy Trustee reflected in this agreement results from Defendant's fraudulent conduct, and accounts for his \$7,500.00 monthly compensation which the Bankruptcy Court authorized.

5. With regard to Count Two, and the relevant conduct, Defendant agrees to pay restitution to the Internal Revenue Service ("IRS") in the total amount of **\$880,446.82**, pursuant to 18 U.S.C. § 3663(a)(3).

- a. Defendant agrees that the total amount of restitution to the IRS reflected in this agreement results from Defendant's fraudulent conduct.
- b. The total amount of restitution to the IRS consists of the following:

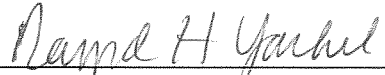
Tax Quarters	Taxes Due and Owing (941 Liability relating to Villa Rentals, Inc.)
2010 (1Q)	\$3,592.69
2010 (2Q)	\$10,125.69
2010 (3Q)	\$13,915.26
2010 (4Q)	\$12,279.90
2011 (1Q)	\$6,371.61
2011 (3Q)	\$7,017.18
2011 (4Q)	\$7,727.08
2012 (1Q)	\$6,538.86
2012 (2Q)	\$6,387.64
2012 (3Q)	\$7,341.36
2012 (4Q)	\$6,006.22
2013 (1Q)	\$7,490.10
2013 (2Q)	\$7,713.68
2013 (3Q)	\$4,361.78



 Dietrich S. Fansler, Defendant

7-17-19

 Date



 Raymond H. Yackel, Esq.
 Counsel for Defendant

7-17-19

 Date

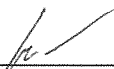
2013 (4Q)	\$5,057.86
2014 (1Q)	\$8,127.42
2014 (2Q)	\$8,208.38
2014 (3Q)	\$8,687.80
2014 (4Q)	\$8,400.38
Total	\$145,350.89

Tax Quarters	Taxes Due and Owing (941 Liability relating to Pin Oak Properties, LLC)
2014 (4Q)	\$12,000.45
2015 (1Q)	\$21,023.40
2015 (2Q)	\$16,264.30
2015 (4Q)	\$13,059.72
2016 (1Q)	\$5,433.92
2016 (2Q)	\$15,697.34
2016 (3Q)	\$15,827.42
2016 (4Q)	\$14,301.80
2017 (1Q)	\$13,465.12
Total	\$127,073.27

Tax Years	Taxes Due and Owing (1040 Liability relating to Personal Income Tax Returns)
2009	\$11,691.66
2010	\$13,920.00
2012	\$384,885.00
2013	\$197,526.00
Total	\$608,022.66

c. Defendant agrees to pay Title 26 interest on the restitution amount to IRS; interest runs from the last date prescribed for payment of the relevant tax liability until the IRS receives payment in full. The government will provide an updated interest figure at sentencing. As of July 12, 2019, the penalties and interest figure is **\$654,060.74**, comprised as follows:


Tax Quarters	Penalties and Interest (941 Liability relating to Villa Rentals, Inc.)
2010 (1Q)	\$10,908.48
2010 (2Q)	\$9,869.39
2010 (3Q)	\$13,362.99



 Dietrich S. Fansler, Defendant

7-17-19

 Date



 Raymond H. Yackel, Esq.
 Counsel for Defendant


7-17-19

 Date

2010 (4Q)	\$11,602.40
2011 (1Q)	\$5,548.71
2011 (3Q)	\$6,008.08
2011 (4Q)	\$8,290.32
2012 (1Q)	\$6,887.05
2012 (2Q)	\$6,251.93
2012 (3Q)	\$5,795.99
2012 (4Q)	\$6,161.36
2013 (1Q)	\$7,464.41
2013 (2Q)	\$6,258.90
2013 (3Q)	\$4,829.65
2013 (4Q)	\$4,886.82
2014 (1Q)	\$7,695.54
2014 (2Q)	\$7,203.11
2014 (3Q)	\$7,515.50
2014 (4Q)	\$7,249.59
Total	\$143,790.22

Tax Quarters	Penalties and Interest (941 Liability relating to Pin Oak Properties, LLC)
2014 (4Q)	\$14,724.88
2015 (1Q)	\$9,400.54
2015 (2Q)	\$10,901.12
2015 (4Q)	\$9,442.90
2016 (1Q)	\$4,274.77
2016 (2Q)	\$11,862.31
2016 (3Q)	\$9,049.75
2016 (4Q)	\$6,174.89
2017 (1Q)	\$6,697.20
Total	\$82,528.36

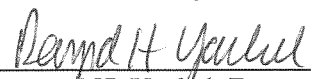
Tax Years	Penalties and Interest (1040 Liability relating to Personal Income Tax Returns)
2009	\$14,037.09
2010	\$10,573.63
2012	\$257,087.67
2013	\$146,043.77
Total	\$427,742.16



 Dietrich S. Fansler, Defendant

7-17-19

 Date




 Raymond H. Yackel, Esq.
 Counsel for Defendant

7-17-19

 Date


- d. Defendant agrees that restitution to the IRS is due and payable immediately after the judgment is entered and is subject to immediate enforcement, in full, by the United States. If the Court imposes a schedule of payments, Defendant agrees that the schedule of payments is a schedule of the minimum payment due, and that the payment schedule does not prohibit or limit the methods by which the United States may immediately enforce the judgment in full. The IRS will use the amount of restitution ordered as the basis for a civil assessment under 26 U.S.C. § 6201(a)(4). Defendant does not have the right to challenge the amount of this restitution-based assessment. See 26 U.S.C. § 6201(a)(4)(C). Neither the existence of a restitution payment schedule nor Defendant's timely payment of restitution according to that schedule will preclude the IRS from immediately collecting the full amount of the restitution-based assessment.
- e. Defendant is entitled to receive credit for restitution paid to the IRS pursuant to this plea agreement against those assessed civil tax liabilities due and owing for the same periods for which restitution was ordered. Defendant understands and agrees that the plea agreement does not resolve Defendant's civil tax liabilities, that the IRS may seek additional taxes, interest, and penalties from Defendant relating to the conduct covered by this plea agreement and for conduct relating to another time period, and that satisfaction of the restitution debt does not settle, satisfy, or compromise Defendant's obligation to pay any remaining civil tax liability. Defendant authorizes release of information to the IRS for purposes of making the civil tax and restitution-based assessments.
- f. Defendant understands that he is not entitled to credit with the IRS for any payment until the payment is received by the IRS.
- g. If full payment cannot be made immediately, Defendant agrees to make a complete and accurate disclosure to the IRS on forms prescribed by the IRS (including, but not limited to, IRS Form 433-A and Form 433-B, as appropriate), and to disclose to the IRS any and all additional financial information and financial statements provided to the probation office. Defendant also agrees to provide the above-described information to the probation office.
- h. If Defendant makes a payment of the agreed restitution prior to sentencing, the payment will be applied as a credit against the restitution ordered pursuant to this plea agreement. Unless directed otherwise, any and all pre-sentencing restitution payments should be sent to IRS Collection Manager, 11 Chenoweth Drive, Bridgeport, WV 26330.
- i. Defendant agrees to send all payments made pursuant to the court's restitution order to the Clerk of the Court. With each payment to the Clerk of the Court made pursuant to the District Court's restitution order, Defendant will provide the following information:
 - Defendant's name and Social Security Number;



 Dietrich S. Fansler, Defendant

7-17-19

 Date



 Raymond H. Yackel, Esq.
 Counsel for Defendant

7-17-19

 Date


- The District Court and the docket number assigned to this case;
 - Tax year(s) or period(s) for which restitution has been ordered; and
 - A statement that the payment is being submitted pursuant to the District Court’s restitution order.
- j. Defendant agrees to include a request that the Clerk of Court send the information, along with Defendant’s payments, to the IRS address below:
 IRS – RACS
 Attn: Mail Stop 6261, Restitution
 333 W. Pershing Ave.
 Kansas City, MO 64108
- k. Defendant also agrees to send a notice of any payments made pursuant to this agreement, including the information listed in the previous paragraph to the IRS at the same address.

6. In support of the Guidelines stipulations in Paragraph 3 and the restitution amounts in Paragraphs 4 and 5, the parties hereby stipulate and agree to the following facts.

a. Count One (Bankruptcy Offense and Relevant Conduct).

At all relevant times, Pin Oak Properties, LLC (“Pin Oak Properties”) was a real estate development business located in Morgantown, West Virginia, which operated a shopping mall in Fairmont, West Virginia, named Middletown Mall. At all relevant times, the defendant was the managing member of Pin Oak Properties. On June 7, 2017, in Clarksburg, West Virginia, within the Northern District of West Virginia, the defendant, on behalf of Pin Oak Properties, filed a voluntary petition for relief under Chapter 11 of the United States Code, Case Number 1:17-bk-608.

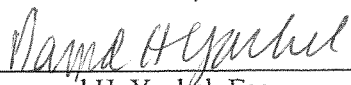
Between June 7, 2017 and January 18, 2018, the defendant managed the business and property of Pin Oak Properties, which was operating as a debtor-in-possession. During this time period, the defendant was responsible for collecting rent from the tenants of Middletown Mall and ensuring the deposit of those rents into the debtor-in-possession bank account of Pin Oak Properties. However, during this time period, the defendant deposited, and caused to be deposited, Middletown Mall rents into a bank account titled to an unrelated entity called Pin Oak LLC. During this time period, the defendant filed, and caused to be filed, with the Bankruptcy Court approximately six (6) monthly operating reports, declaring under penalty of perjury that he had deposited all the receipts of Pin Oak Properties for those months into the debtor-in-possession account. During this time period, the defendant used Middletown Mall rents to pay expenses unrelated to Pin Oak Properties. The amount the defendant fraudulently concealed from the bankruptcy estate totaled approximately \$225,000.00.



 Dietrich S. Fansler, Defendant

7-17-19

 Date



 Raymond H. Yackel, Esq.
 Counsel for Defendant

7-17-19

 Date


b. Count Two (Tax Offense and Relevant Conduct).

At all relevant times, the defendant exercised control over every aspect of the business affairs of Pin Oak Properties, LLC ("Pin Oak Properties"), including approving all payments by the company and controlling all of Pin Oak Properties' bank accounts. During the first quarter of the year 2017, ending March 31, 2017, the defendant caused Pin Oak Properties to deduct and collect from the total taxable wages of Pin Oak Properties' employees, and truthfully account for, federal income taxes and Federal Insurance Contributions Act taxes in the amount of approximately \$9,940.09. On September 4, 2017, in the Northern District of West Virginia, the defendant did willfully fail to pay over to the Internal Revenue Service the federal income taxes withheld and Federal Insurance Contributions Act taxes due and owing to the United States of America on behalf of Pin Oak Properties and its employees for the quarter ending March 31, 2017. The defendant had engaged in the same or similar conduct, as it pertains to Pin Oak Properties, since the fourth quarter of 2014, except for the third quarter of 2015. This practice has resulted in a total tax due and owing of \$127,073.27.

At all relevant times, Villa Rentals, Inc. ("Villa Rentals") was a residential building construction company, operated by the defendant in Morgantown, West Virginia. At all relevant times, the defendant exercised control over every aspect of the business affairs of Villa Rentals, including approving all payments by the company and controlling all of Villa Rentals' bank accounts. Beginning in the first quarter of 2010 and continuing through the fourth quarter of 2014, except for the second quarter of 2011, the defendant caused Villa Rentals to deduct and collect from the total taxable wages of Villa Rentals' employees, and truthfully account for, federal income taxes and Federal Insurance Contributions Act taxes. Subsequently, the defendant did willfully fail to pay over to the Internal Revenue Service the federal income taxes withheld and Federal Insurance Contributions Act taxes due and owing to the United States of America on behalf of Villa Rentals and its employees, totaling \$145,350.89.

For tax years 2009, 2010, 2012, and 2013, the defendant filed a Form 1040, U.S. Individual Income Tax Return, which reported the income from Pin Oak Properties, but the defendant did willfully failed to pay the tax due, which is still due and owing in the total amount of \$608,022.66.

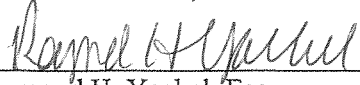
7. Mr. Fansler waives any right to have sentencing determinations made by a jury and for a jury determination of any and all facts relevant to the application of the United States Sentencing Guidelines provisions and consents to the application of the Guidelines, in conformity with United States v. Booker, 125 S.Ct. 738 (2005), and to a determination of any and all facts and a resolution of the application of any and all Guidelines factors by the United States District Judge. Mr. Fansler further agrees that the District Judge should make any sentencing determinations, including, but not limited to, Guidelines determinations, using the preponderance of the evidence standard.



Dietrich S. Fansler, Defendant

7-17-19

Date



Raymond H. Yackel, Esq.
Counsel for Defendant

7-17-19

Date

8. Mr. Fansler will be completely forthright and truthful with federal and state officials in the Northern District of West Virginia and elsewhere with regard to all inquiries made of him and will give signed, sworn statements and grand jury and trial testimony relative thereto. Mr. Fansler will agree to submit to a polygraph examination if requested to do so by the United States Attorney's Office for the Northern District of West Virginia.


9. Nothing contained in any statement or any testimony given by Mr. Fansler pursuant to Paragraph 8 will be used against him as the basis for any subsequent prosecution. It is understood that any information obtained from Mr. Fansler in compliance with this Agreement will be made known to the sentencing Court. However, pursuant to Guideline 1B1.8, such information may not be used by the Court in determining Mr. Fansler's applicable guideline range. This Agreement does not prevent Mr. Fansler from being prosecuted for any violations of other Federal and state laws he may have committed should evidence of any such violations be obtained from an independent legitimate source, separate and apart from that information and testimony being provided by him pursuant to this Agreement. In addition, nothing contained in this Agreement shall prevent the United States from prosecuting Mr. Fansler for perjury or the giving of a false statement to a federal agent, if such a situation should occur by virtue of his fulfilling the conditions of Paragraph 8 above.

10. At final disposition, the United States will advise the Court of Mr. Fansler's forthrightness and truthfulness, or failure to be forthright and truthful, and ask the Court to give the same such weight as the Court deems appropriate.

11. There have been no representations whatsoever by any agent or employee of the United States, or any other law enforcement agency, as to what the final disposition in this matter should or will be. This Agreement includes nonbinding sentencing recommendations by the United States, pursuant to Rule 11(c)(1)(B). However, Mr. Fansler understands that the Court is not bound by these sentencing recommendations, and that he has no right to withdraw his guilty plea if the Court does not follow the sentencing recommendations set forth in this Plea Agreement.

12. The United States will make the following nonbinding recommendations: 1) if Mr. Fansler accepts responsibility, and if the probation office recommends a two-level reduction for "acceptance of responsibility," as provided by Guideline 3E1.1, the United States will concur in the recommendation; 2) should Mr. Fansler give timely and complete information about his own involvement and provide timely notice of his intent to plead guilty, permitting the United States to avoid trial preparation, and comply with all the requirements of this Agreement, the United States will recommend, if applicable, an additional one-level reduction for this "timely acceptance" of responsibility. In order to be eligible for this timely acceptance of responsibility, **Mr. Fansler must execute this Plea Agreement on or before 5:00 p.m., July 12, 2019**, and return or fax an executed copy to the United States by that day and time; and 3) the United States will recommend that any sentence of incarceration imposed should be at the lower end of

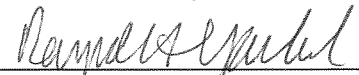
17
SMC
09/13/19
RHY
M



Dietrich S. Fansler, Defendant

7-17-19

Date



Raymond H. Yackel, Esq.
Counsel for Defendant

7-17-19

Date


the applicable Guideline range.

13. If, in the opinion of the United States, Mr. Fansler either engages in conduct defined under Application Notes 4(A) through (K) of Guideline 3C1.1, fails to cooperate as promised, fails to make a truthful debriefing, is found to be deceptive during any polygraph, fails to testify fully and truthfully either at grand jury or any trial, fails to pay the special assessment prior to the sentencing hearing, or violates any other provision of the Plea Agreement, then the United States will not be bound to make the foregoing recommendations or take the foregoing actions and Mr. Fansler will not have the right to withdraw his guilty plea.

14. Mr. Fansler is aware that 18 U.S.C. § 3742 affords a defendant the right to appeal the sentence imposed. Acknowledging this, and in exchange for the concessions made by the United States in this plea agreement, the defendant waives the following rights, if the Court sentences within the statutory maximums of the statutes of conviction:

- a. The defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or any other statute or constitutional provision, to appeal the defendant's conviction on any ground whatsoever. This includes a waiver of all rights to appeal the defendant's conviction on the ground that the statute(s) to which the defendant is pleading guilty is unconstitutional, or on the ground that the admitted conduct does not fall within the scope of the statute(s).
- b. The defendant knowingly and expressly waives all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed (including any fine, term of supervised release, or order of restitution) for any reason (including the establishment of the advisory sentencing guidelines range, the determination of the defendant's criminal history, the weighing of the sentencing factors, and any constitutional challenges to the calculation and imposition of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release).
- c. To challenge the conviction or the sentence which is within the maximum provided in the statute of conviction or the manner in which it was determined in any post-conviction proceeding, including any proceeding under 28 U.S.C. § 2255.

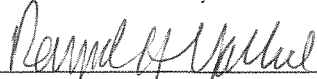
Nothing in this paragraph, however, will act as a bar to the defendant perfecting any legal remedies he may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel or prosecutorial misconduct. The defendant agrees that there is currently no known evidence of ineffective assistance of counsel or prosecutorial misconduct.



Dietrich S. Fansler, Defendant

7-17-19

Date



Raymond H. Yackel, Esq.
Counsel for Defendant

7-17-19

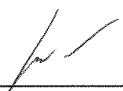
Date

This waiver of appellate rights is not intended to represent the defendant's estimation of what an appropriate or reasonable sentence would or should be. Nor does this waiver of rights prevent the defendant from arguing for a sentence below the aforementioned adjusted advisory Guideline offense level at sentencing. The United States waives its right to appeal any sentence within the applicable advisory Guideline range. Both parties have the right during any appeal to argue in support of the sentence.

15. The United States reserves the right to provide to the Court and the United States Probation Office, in connection with any presentence investigation that may be ordered pursuant to Rule 32(c) of the Federal Rules of Criminal Procedure, or in connection with the imposition of sentence should the Court, pursuant to Rule 32(c)(1), not order a presentence investigation, relevant information, including information regarding Mr. Fansler's background, criminal record, the offense charged in the Indictment and other pertinent data appearing at Rule 32(c)(2) of the Federal Rules of Criminal Procedure, as will enable the Court to exercise its sentencing discretion. The United States also retains the right to respond to any questions raised by the Court, to correct any inaccuracies or inadequacies in the anticipated presentence investigation report to be prepared by the Probation Office of the Court, and to respond to any written or oral statements made to the Court by Mr. Fansler or his counsel.

16. If the defendant's plea is not accepted by the Court or is later set aside or if he breaches any part of this Agreement, then the Office of the United States Attorney will have the right to withdraw any sentencing recommendations and/or to void this Agreement.

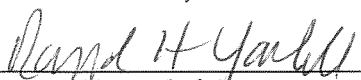
17. Mr. Fansler agrees that all monetary penalties imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States as provided for in Title 18, United States Code, Section 3613. Furthermore, Mr. Fansler agrees to provide all requested financial information to the United States and the Probation Office and agrees to participate in any presentencing debtor examinations. Mr. Fansler also authorizes the Financial Litigation Unit in the U.S. Attorney's Office for the Northern District of West Virginia to access his credit report from any major credit reporting agency prior to sentencing, in order to assess the financial condition for sentencing purposes. Mr. Fansler agrees, under penalty of perjury, to complete a financial statement to be returned with the plea agreement. If the Court imposes a schedule of payments, Mr. Fansler agrees that it will be deemed to be merely a minimum schedule of payments, not the only method available to the United States to enforce the judgment. If Mr. Fansler is incarcerated, he agrees to participate in the Federal Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments. In addition, Mr. Fansler agrees that the United States, through the Financial Litigation Unit, may submit any unpaid criminal monetary penalty to the United States Treasury for offset, regardless of the defendant's payment status or history at the time of said submission.



Dietrich S. Fansler, Defendant

7-17-19

Date



Raymond H. Yackel, Esq.
Counsel for Defendant

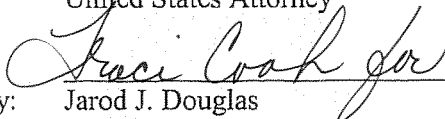
7-17-19

Date

18. The above seventeen (17) paragraphs constitute the entire agreement between Mr. Fansler and the United States of America in this matter. **There are no agreements, understandings or promises between the parties other than those contained in this Agreement.**

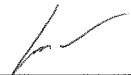
Very truly yours,

WILLIAM J. POWELL
United States Attorney




By: Jarod J. Douglas
Assistant United States Attorney

As evidenced by my signature at the bottom of the thirteen (13) pages of this letter agreement, I have read and understand the provisions of each paragraph herein and, hereby, fully approve of each provision.



Dietrich S. Fansler, Defendant



Raymond H. Yackel, Esq.
Counsel for Defendant

7-17-19

Date

7-17-19

Date