



TRACY L. WILKISON
 United States Attorney
 SCOTT M. GARRINGER
 Assistant United States Attorney
 Chief, Criminal Division
 DANIEL J. O'BRIEN (Cal. Bar No. 141720)
 Assistant United States Attorney
 Deputy Chief, Public Corruption & Civil Rights Section
 Central District of California
 1500 United States Courthouse
 312 North Spring Street
 Los Angeles, California 90012
 Telephone: (213) 894-2468
 Facsimile: (213) 894-7631
 E-mail: daniel.obrien@usdoj.gov
 EVAN N. TURGEON
 Trial Attorney
 U.S. Department of Justice
 National Security Division
 Counterintelligence & Export Control Section

Attorneys for Plaintiff
 UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

 Plaintiff,

 v.
 RICHARD GUSTAVE OLSON, JR.,

 Defendant.

No. CR 2:22-cr-00104-PA
DOCUMENT
[PLEA AGREEMENT]
[UNDER SEAL]

1. This constitutes the plea agreement between Richard Gustave Olson, Jr. ("defendant"), the United States Attorney's Office for the Central District of California ("the USAO"), and the United States Department of Justice ("DOJ") in the above-captioned case. This agreement is limited to the USAO and DOJ and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up any right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a two-count information in the form attached to this agreement as Exhibit A or a substantially similar form, which charges defendant with violations of 18 U.S.C. § 1018, Making a False Writing, and 18 U.S.C. §§ 207(f)(1)(B), 216(a)(1), Aiding and Advising a Foreign Government with Intent to Influence Decisions of United States Officers. The plea shall take place in either the United States District Court for the District of Columbia or for the Eastern District of Virginia at the election of the USAO/DOJ. The USAO/DOJ agree that at the time of his initial appearance, defendant may be released on his personal recognizance.

b. Not contest facts agreed to in this agreement.

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

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

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

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

1 g. Pay the applicable special assessments at or before
2 the time of sentencing unless defendant has demonstrated a lack of
3 ability to pay such assessments.

4 THE USAO'S OBLIGATIONS

5 3. The USAO agrees to:

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

7 b. Abide by all agreements regarding sentencing contained
8 in this agreement.

9 c. At the time of sentencing, provided that defendant
10 demonstrates an acceptance of responsibility for the offenses up to
11 and including the time of sentencing, recommend a two-level reduction
12 in the applicable Sentencing Guidelines offense level, pursuant to
13 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
14 additional one-level reduction if available under that section. The
15 parties anticipate that defendant's guideline level will be below the
16 threshold necessary for an additional one-level reduction to be
17 available.

18 d. Not further criminally prosecute defendant for
19 violations of 18 U.S.C. § 201(c)(1)(B), Public Official Receiving
20 Illegal Gratuity, related to September 2015 payments totaling \$25,000
21 to a person with whom defendant had a personal relationship, 18
22 U.S.C. § 1519, Destruction of Documents, arising out of the deletion
23 of emails pertaining to work performed for the Qatar Government,
24 violations of 18 U.S.C. § 1001, False Statements, related to any
25 statements made by defendant during the pendency of the government's
26 investigation, 18 U.S.C. § 208(a) Acts Affecting a Personal Financial
27 Interest, or any other violations of law relating to conduct
28 described in the factual basis of this plea agreement or the

1 information. Defendant understands that the USAO is free to
2 criminally prosecute defendant for any other unlawful past conduct or
3 any unlawful conduct that occurs after the date of this agreement.
4 Defendant agrees that at the time of sentencing the Court may
5 consider the uncharged conduct in determining the applicable
6 Sentencing Guidelines range, the propriety and extent of any
7 departure from that range, and the sentence to be imposed after
8 consideration of the Sentencing Guidelines and all other relevant
9 factors under 18 U.S.C. § 3553(a).

10 4. Recommend that defendant be sentenced to a term of
11 imprisonment within the applicable Sentencing Guidelines range.

12 NATURE OF THE OFFENSES

13 5. Defendant understands that for defendant to be guilty of
14 the crime charged in Count One, Making a False Writing, in violation
15 of 18 U.S.C. § 1018, the following must be true:

16 a. First, the defendant was a public officer employed by
17 the U.S. Department of State authorized to make a certificate or
18 writing, namely, an Office of Government Ethics Public Financial
19 Disclosure Report, Form 278;

20 b. Second, the defendant knowingly made and delivered the
21 Form 278 as true, knowing that it contained a false statement; and

22 c. Third, the writing was material to the activities or
23 decisions of the U.S. Department of State and Office of Government
24 Ethics; that is, it had a natural tendency to influence, or was
25 capable of influencing, agency decisions or activities.

26 6. Defendant understands that for defendant to be guilty of
27 the crime charged in Count Two, Aiding and Assisting a Foreign
28 Government with Intent to Influence Decisions of United States

1 Officers in violation of 18 U.S.C. §§ 207(f)(1)(B) and 216(a)(1), the
2 government must prove the following:

3 a. First, during his last year of employment with the
4 U.S. Government, defendant's basic pay was over \$160,112 (thereby
5 making him a covered person under 18 U.S.C. § 207(c));

6 b. Second, defendant knowingly aided or advised a foreign
7 entity, that is, the government of Qatar;

8 c. Third, defendant intended to influence a U.S.
9 governmental decision or decisions through his aiding or advising;
10 and

11 d. Fourth, defendant's prohibited activities occurred
12 within one year after leaving the government job referenced above.

13 PENALTIES

14 7. Defendant understands that the statutory maximum sentence
15 that the Court can impose for a violation of Title 18, United States
16 Code, Section 1018, is: one year' imprisonment; a one-year period of
17 supervised release; a fine of \$100,000 or twice the gross gain or
18 gross loss resulting from the offense, whichever is greatest; and a
19 mandatory special assessment of \$25.

20 8. Defendant understands that the statutory maximum sentence
21 that the Court can impose for a violation of Title 18, United States
22 Code, Sections 207(f)(1)(B) and 216(a)(1) is: one year' imprisonment;
23 a one-year period of supervised release; a fine of \$100,000 or twice
24 the gross gain or gross loss resulting from the offense, whichever is
25 greatest; and a mandatory special assessment of \$25.

26 9. Defendant understands, therefore, that the total maximum
27 sentence for all offenses to which defendant is pleading guilty is:
28 two years' imprisonment; a one-year period of supervised release; a

1 fine of \$200,000 or twice the gross gain or gross loss resulting from
2 the offenses, whichever is greatest; and a mandatory special
3 assessment of \$50.

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

13 11. Defendant understands that, by pleading guilty, defendant
14 may be giving up valuable government benefits and valuable civic
15 rights, such as the right to vote, the right to possess a firearm,
16 the right to hold office, and the right to serve on a jury.
17 Defendant understands that the convictions in this case may also
18 subject defendant to various other collateral consequences, including
19 but not limited to revocation of probation, parole, or supervised
20 release in another case and suspension or revocation of a
21 professional license. Defendant understands that unanticipated
22 collateral consequences will not serve as grounds to withdraw
23 defendant's guilty pleas.

24 FACTUAL BASIS

25 12. Defendant admits that defendant is, in fact, guilty of the
26 offenses to which defendant is agreeing to plead guilty. Defendant
27 and the USAO agree to the statement of facts provided below and agree
28 that this statement of facts is sufficient to support pleas of guilty

1 to the charges described in this agreement and to establish the
2 Sentencing Guidelines factors set forth in paragraph 14 below but is
3 not meant to be a complete recitation of all facts relevant to the
4 underlying criminal conduct or all facts known to either party that
5 relate to that conduct.

6 False Writing

7 On January 27, 2015, while serving as the U.S. Ambassador to
8 Pakistan, defendant received from a third-party, first-class,
9 round trip airfare tickets from New Mexico, via Los Angeles, to
10 London and lodging at a hotel in London for the purpose of
11 attending a job interview. Defendant also received from the
12 same third-party lodging at a hotel in London for the period
January 30 through February 2, 2015. The value of the airfare
exceeded \$18,000 and the value of the hotel accommodation
exceeded \$1,000.

13 As a senior U.S. Government official, defendant was required to
14 file public financial disclosure reports on an annual basis.
15 The annual reports, known as OGE Forms 278, required the
16 employee to disclose financial matters including income, assets,
liabilities, outside employment arrangements, gifts,
reimbursements, and travel expenses.

17 On May 12, 2016, defendant electronically signed and submitted
18 his annual OGE Form 278 for the 2015 calendar year, in which he
19 certified his answers were "true, complete and correct to the
20 best of my knowledge." In this OGE Form 278, defendant
21 knowingly and willfully failed to disclose, as required, the
travel benefits he received, namely, the roundtrip airfare
between New Mexico and London and the lodging in London
collectively worth over \$19,000.

22 On September 1, 2016, the OGE Form 278 was signed by a
23 Designated Ethics Official for the U.S. State Department who
24 opined, "On the basis of information contained in this report, I
conclude that the filer is in compliance with applicable laws
and regulations."

25 Cooling-Off Period Violations

26 From November 17, 2015 through November 30, 2016, defendant
27 served as the U.S. Special Representative for Afghanistan and
28 Pakistan and received a base salary of \$182,328. Defendant's
position and salary placed him within a category of senior

1 government officials subject to a one-year cooling-off period
2 that prohibited him from representing any foreign entity before
3 any employee of any agency of the United States, or from
4 providing aid or advice to any foreign entity with the intent to
5 influence a decision of any employee of the United States.

6 Within the one-year cooling-off period after his November 30,
7 2016 retirement, defendant provided aid and advice to the
8 government of Qatar with the intent to influence decisions of
9 U.S. government officials.

10 Beginning on February 14, 2017, defendant participated in a
11 lobbying effort to convince the U.S. Government to endorse the
12 establishment of U.S. Customs and Border Control preclearance
13 facilities at Doha International Airport in Qatar. Defendant
14 helped draft a proposal that was sent to the Qatar government
15 which explained how preclearance facilities could be achieved.
16 Defendant provided "two elements to the proposal in terms of
17 selling this to Washington," recommending that the Qataris
18 leverage their close military partnership with the United States
19 and emphasize the positive experience the United States
20 experienced with respect to the establishment of similar
21 preclearance facilities in Abu Dhabi.

22 On or about June 6, 2017, defendant participated in a lobbying
23 effort to convince the U.S. Government to support Qatar in its
24 efforts to oppose a blockade imposed upon it by its neighbors.
25 Defendant's aid included recruiting a retired U.S. General ("the
26 General") to join defendant OLSON in providing aid and advice
27 to Qatari government officials with the intent to influence U.S.
28 foreign policy with respect to the Gulf Diplomatic Crisis.

As part of his efforts to aid the Qatar Government, on June 6,
2017, defendant recruited the General, who was working at a
Washington D.C. think tank, to enlist his support in the
endeavor. On June 7, 2017, defendant met with the General, a
third party, and others at a hotel in Washington, D.C. at which
time the General explained how he would conduct the lobbying and
public relations campaign. On June 8, 2017, the third party
agreed to pay for the expenses of defendant and the General to
travel to Doha to meet with the Emir and representatives of the
Qatar Government. At the time, defendant was being paid \$20,000
per month to provide services to the third party. The third
party agreed to pay the General a fee for his efforts.

On June 10, 2017, defendant and the General met with the Qatar
Emir and other representatives of his government. Defendant and
the General told the Qatari government officials that they had
traveled to Qatar as private citizens, not on behalf of the U.S.

1 government, but noted that they had connections with U.S.
2 government officials that placed them in a position to help
3 Qatar.

4 During the meetings, the General advised the Qatar government
5 officials to embrace U.S. involvement in resolving the crisis,
6 accept President Trump's offer to mediate, sign a pending deal
7 to purchase U.S. F-15 fighter jets, and use the U.S. Al Udeid
8 Air Base in Qatar as leverage to exert influence over U.S.
9 government officials. The Qatari officials were further advised
to compete with Saudi Arabia's lobbying campaign in the U.S. and
to use a full spectrum of information operations to control the
political narrative in the United States. The General informed
the Qatar Government that they would use the U.S. National
Security Advisor to further their efforts.

10 From June 9 through June 15, 2017, with the defendant's
11 knowledge, the General solicited the help of the National
12 Security Advisor and his staff to support the Qatar's position
13 with respect to the crisis. On June 15, 2017, defendant, the
14 General, and a third party met with a senior Qatar Government
15 Official and informed him the U.S. National Security Advisor and
another senior U.S. government official had been briefed on
their efforts to convince the United States to support Qatar's
cause.

16 On June 16, 2017, the General reported to defendant, the third
17 party, and a senior Qatar Government Official that he personally
18 asked the National Security Advisor to meet with senior Qatar
officials and that while an "embassy request has to work its way
up, our request will come down from above."

19 On June 23, 2017, the General stated that two senior Qatar
20 Government Officials would be visiting Washington, D.C. the next
21 week and asked the National Security Advisor to meet with them.

22 On June 28, 2017, defendant attended a dinner with the General,
23 representatives of the Qatar Government, and members of Congress
in an effort to enlist Congress to support the Qatari cause.

24 SENTENCING FACTORS

25 13. Defendant understands that in determining defendant's
26 sentence the Court is required to calculate the applicable Sentencing
27 Guidelines range and to consider that range, possible departures
28 under the Sentencing Guidelines, and the other sentencing factors set

1 forth in 18 U.S.C. § 3553(a). Defendant understands that the
 2 Sentencing Guidelines are advisory only, that defendant cannot have
 3 any expectation of receiving a sentence within the calculated
 4 Sentencing Guidelines range, and that after considering the
 5 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 6 be free to exercise its discretion to impose any sentence it finds
 7 appropriate up to the maximum set by statute for the crimes of
 8 conviction.

9 14. Defendant and the USAO agree to the following applicable
 10 Sentencing Guidelines factors:

11	1018 Base Offense Level	6	U.S.S.G. § 2B1.1
12	207(f) Base Offense Level	6	U.S.S.G. § 2C1.3
13	Grouping enhancement	+2	U.S.S.G. §§ 3D1.1 - 1.4
14	Combined Offense Level	8	U.S.S.G. § 3D1.4
15	Acceptance of Responsibility	-2	U.S.S.G. § 3E1.1
16	[If appropriate under ¶ 3.c]		

17 15. Defendant and the USAO reserve the right to argue that
 18 additional specific offense characteristics, adjustments, and
 19 departures under the Sentencing Guidelines are appropriate.

20 16. Defendant understands that there is no agreement as to
 21 defendant's criminal history or criminal history category.

22 WAIVER OF CONSTITUTIONAL RIGHTS

23 17. Defendant understands that by pleading guilty, defendant
 24 gives up the following rights:

- 25 a. The right to persist in a plea of not guilty.
- 26 b. The right to a speedy and public trial by jury.
- 27 c. The right to be represented by counsel - and if
 28 necessary have the Court appoint counsel - at trial. Defendant

1 understands, however, that, defendant retains the right to be
2 represented by counsel - and if necessary have the Court appoint
3 counsel - at every other stage of the proceeding.

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

7 e. The right to confront and cross-examine witnesses
8 against defendant.

9 f. The right to testify and to present evidence in
10 opposition to the charges, including the right to compel the
11 attendance of witnesses to testify.

12 g. The right not to be compelled to testify, and, if
13 defendant chose not to testify or present evidence, to have that
14 choice not be used against defendant.

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

18 WAIVER OF VENUE

19 18. Having been fully advised by defendant's attorney regarding
20 the requirements of venue with respect to the offenses to which
21 defendant is pleading guilty, to the extent the offenses to which
22 defendant is pleading guilty were committed, begun, or completed
23 outside the venues of the Central District of California, Eastern
24 District of Virginia, or District of Columbia defendant knowingly,
25 voluntarily, and intelligently waives, relinquishes, and gives up:
26 (a) any right that defendant might have to be prosecuted only in the
27 district where the offenses to which defendant is pleading guilty
28 were committed, begun, or completed; and (b) any defense, claim, or

1 argument defendant could raise or assert based upon lack of venue
2 with respect to the offenses to which defendant is pleading guilty.

3 WAIVER OF APPEAL OF CONVICTION

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

13 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

14 20. Defendant agrees that, provided the Court imposes a total
15 term of imprisonment on all counts of conviction within or below the
16 range corresponding to an offense level of 8 and the criminal history
17 category calculated by the Court, defendant gives up the right to
18 appeal all of the following: (a) the procedures and calculations used
19 to determine and impose any portion of the sentence; (b) the term of
20 imprisonment imposed by the Court; (c) the fine imposed by the Court,
21 provided it is within the statutory maximum; (d) to the extent
22 permitted by law, the constitutionality or legality of defendant's
23 sentence, provided it is within the statutory maximum; (e) the term
24 of probation or supervised release imposed by the Court, provided it
25 is within the statutory maximum; and (d) any of the following
26 conditions of probation or supervised release imposed by the Court:
27 the conditions set forth in Second Amended General Order 20-04 of
28 this Court; the drug testing conditions mandated by 18 U.S.C.

1 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions
2 authorized by 18 U.S.C. § 3563(b)(7).

3 21. The USAO agrees that, provided (a) all portions of the
4 sentence are at or below the statutory maximum, the USAO gives up its
5 right to appeal any portion of the sentence.

6 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

22 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

23 23. Defendant agrees that if any count of conviction is
24 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
25 resentence defendant on any remaining count of conviction, with both
26 the USAO and defendant being released from any stipulations regarding
27 sentencing contained in this agreement, (b) ask the Court to void the
28 entire plea agreement and vacate defendant's guilty plea on any

1 remaining count of conviction, with both the USAO and defendant being
2 released from all their obligations under this agreement, or
3 (c) leave defendant's remaining conviction, sentence, and plea
4 agreement intact. Defendant agrees that the choice among these three
5 options rests in the exclusive discretion of the USAO.

6 EFFECTIVE DATE OF AGREEMENT

7 24. This agreement is effective upon signature and execution of
8 all required certifications by defendant, defendant's counsel, and an
9 Assistant United States Attorney.

10 BREACH OF AGREEMENT

11 25. Defendant agrees that if defendant, at any time after the
12 signature of this agreement and execution of all required
13 certifications by defendant, defendant's counsel, and an Assistant
14 United States Attorney, knowingly violates or fails to perform any of
15 defendant's obligations under this agreement ("a breach"), the USAO
16 may declare this agreement breached. All of defendant's obligations
17 are material, a single breach of this agreement is sufficient for the
18 USAO to declare a breach, and defendant shall not be deemed to have
19 cured a breach without the express agreement of the USAO in writing.
20 If the USAO declares this agreement breached, and the Court finds
21 such a breach to have occurred, then: (a) if defendant has previously
22 entered guilty pleas pursuant to this agreement, defendant will not
23 be able to withdraw the guilty pleas, and (b) the USAO will be
24 relieved of all its obligations under this agreement.

25 26. Following the Court's finding of a knowing breach of this
26 agreement by defendant, should the USAO choose to pursue any charge
27 that was either dismissed or not filed as a result of this agreement,
28 then:

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

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

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

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

22 27. Defendant understands that the Court and the United States
23 Probation and Pretrial Services Office are not parties to this
24 agreement and need not accept any of the USAO's sentencing
25 recommendations or the parties' agreements to facts or sentencing
26 factors.

27 28. Defendant understands that both defendant and the USAO are
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the
2 Court, (b) correct any and all factual misstatements relating to the
3 Court's Sentencing Guidelines calculations and determination of
4 sentence, and (c) argue on appeal and collateral review that the
5 Court's Sentencing Guidelines calculations and the sentence it
6 chooses to impose are not error, although each party agrees to
7 maintain its view that the calculations in paragraph 1414 are
8 consistent with the facts of this case. While this paragraph permits
9 both the USAO and defendant to submit full and complete factual
10 information to the United States Probation and Pretrial Services
11 Office and the Court, even if that factual information may be viewed
12 as inconsistent with the facts agreed to in this agreement, this
13 paragraph does not affect defendant's and the USAO's obligations not
14 to contest the facts agreed to in this agreement.

15 29. Defendant understands that even if the Court ignores any
16 sentencing recommendation, finds facts or reaches conclusions
17 different from those agreed to, and/or imposes any sentence up to the
18 maximum established by statute, defendant cannot, for that reason,
19 withdraw defendant's guilty pleas, and defendant will remain bound to
20 fulfill all defendant's obligations under this agreement. Defendant
21 understands that no one -- not the prosecutor, defendant's attorney,
22 or the Court -- can make a binding prediction or promise regarding
23 the sentence defendant will receive, except that it will be within
24 the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 30. Defendant understands that, except as set forth herein,
27 there are no promises, understandings, or agreements between the USAO
28 and defendant or defendant's attorney, and that no additional

promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

TRACY L. WILKISON
United States Attorney



DANIEL J. O'BRIEN
Assistant United States Attorney



EVAN TURGEON
Trial Attorney

January 14, 2022

Date

RICHARD GUSTAVE OLSON, JR.
Defendant

Date



J. MICHAEL HANNON
Attorney for Defendant

January 14, 2022

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and

1 thoroughly discussed every part of it with my attorney. I understand
2 the terms of this agreement, and I voluntarily agree to those terms.
3 I have discussed the evidence with my attorney, and my attorney has
4 advised me of my rights, of possible pretrial motions that might be
5 filed, of possible defenses that might be asserted either prior to or
6 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
7 of relevant Sentencing Guidelines provisions, and of the consequences
8 of entering into this agreement. No promises, inducements, or
9 representations of any kind have been made to me other than those
10 contained in this agreement. No one has threatened or forced me in
11 any way to enter into this agreement. I am satisfied with the
12 representation of my attorney in this matter, and I am pleading
13 guilty because I am guilty of the charges and wish to take advantage
14 of the promises set forth in this agreement, and not for any other
15 reason.

16
17 _____
RICHARD GUSTAVE OLSON, JR.
Defendant

Date

18
19
20 CERTIFICATION OF DEFENDANT'S ATTORNEY

21 I am defendant Olson's attorney. I have carefully and
22 thoroughly discussed every part of this agreement with my client.
23 Further, I have fully advised my client of his rights, of possible
24 pretrial motions that might be filed, of possible defenses that might
25 be asserted either prior to or at trial, of the sentencing factors
26 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
27 provisions, and of the consequences of entering into this agreement.
28 To my knowledge: no promises, inducements, or representations of any

1 kind have been made to my client other than those contained in this
2 agreement; no one has threatened or forced my client in any way to
3 enter into this agreement; my client's decision to enter into this
4 agreement is an informed and voluntary one; and the factual basis set
5 forth in this agreement is sufficient to support my client's entry of
6 guilty pleas pursuant to this agreement.

7 *s/J. Michael Hannon*

January 14, 2022

8 J. MICHAEL HANNON
9 Attorney for Defendant Olson

Date

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

TRACY L. WILKISON
United States Attorney

DANIEL J. O'BRIEN
Assistant United States Attorney

EVAN TURGEON
Trial Attorney

Date


RICHARD GUSTAVE OLSON, JR.
Defendant

14 JAN 2022
Date

J. MICHAEL HANNON
Attorney for Defendant

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand

1 the terms of this agreement, and I voluntarily agree to those terms.
 2 I have discussed the evidence with my attorney, and my attorney has
 3 advised me of my rights, of possible pretrial motions that might be
 4 filed, of possible defenses that might be asserted either prior to or
 5 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
 6 of relevant Sentencing Guidelines provisions, and of the consequences
 7 of entering into this agreement. No promises, inducements, or
 8 representations of any kind have been made to me other than those
 9 contained in this agreement. No one has threatened or forced me in
 10 any way to enter into this agreement. I am satisfied with the
 11 representation of my attorney in this matter, and I am pleading
 12 guilty because I am guilty of the charges and wish to take advantage
 13 of the promises set forth in this agreement, and not for any other
 14 reason.

15 
 16 RICHARD GUSTAVE OLSON, JR.
 17 Defendant

14 JAN 2022
 18 Date

19 CERTIFICATION OF DEFENDANT'S ATTORNEY

20 I am defendant Olson's attorney. I have carefully and
 21 thoroughly discussed every part of this agreement with my client.
 22 Further, I have fully advised my client of his rights, of possible
 23 pretrial motions that might be filed, of possible defenses that might
 24 be asserted either prior to or at trial, of the sentencing factors
 25 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
 26 provisions, and of the consequences of entering into this agreement.
 27 To my knowledge: no promises, inducements, or representations of any
 28 kind have been made to my client other than those contained in this