

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED

NOV 21 2025

**JUDGE THOMAS M. DURKIN
U.S. DISTRICT COURT**

UNITED STATES OF AMERICA

No. 24 CR 377

v.

Judge Thomas M. Durkin

LEWIS A. LACEY

PLEA AGREEMENT

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, ANDREW S. BOUTROS, and defendant LEWIS A. LACEY, and his attorney, GAL PISSETZKY, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure and is governed in part by Rule 11(c)(1)(A), as more fully set forth below. The parties to this Agreement have agreed upon the following:

Charges in This Case

2. The superseding indictment in this case charges defendant with devising a scheme to commit bankruptcy fraud in his 2019 and 2020 bankruptcy cases, in violation of Title 18, United States Code, Sections 157(1) through (3) (Counts One through Five); making false statements under penalty of perjury in his 2019 and 2020 bankruptcy cases, in violation of Title 18, United States Code, Section 152(3) (Counts Six and Seven); making false statements under oath and pursuant to penalty of perjury in his 2019 and 2020 bankruptcy cases, in violation of Title 18, United States Code, Section 1623(a) (Counts Eight and Nine); and fraudulently concealing

assets in his 2020 bankruptcy case, in violation of Title 18, United States Code, Section 152(1) (Count Ten).

3. Defendant has read the charges against him contained in the superseding indictment, and those charges have been fully explained to him by his attorney.

4. Defendant fully understands the nature and elements of the crimes with which he has been charged.

Charge to Which Defendant Is Pleading Guilty

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the following count of the superseding indictment: Count One, which charges defendant with devising a scheme to defraud, and for the purpose of executing and concealing the scheme and attempting to do so, filing a petition commencing a bankruptcy case under Title 11 of the United States Code, in violation of Title 18, United States Code, Section 157(1).

Factual Basis

6. Defendant will plead guilty because he is in fact guilty of the charge contained in Count One of the superseding indictment. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt and constitute relevant conduct pursuant to Guideline § 1B1.3:

On or about August 22, 2019, at Chicago, in the Northern District of Illinois, Eastern Division, defendant LEWIS A. LACEY, also known as “Lewis Anthony Lacey,

Sr.,” for the purpose of executing and concealing a scheme to defraud and attempting to do so, filed and caused to be filed a petition under Title 11 of the United States Code initiating a Chapter 13 bankruptcy case, *In re Lewis A. Lacey*, No. 19-23751, in the United States Bankruptcy Court for the Northern District of Illinois, in violation of Title 18, United States Code, Section 157(1).

Specifically, at all times relevant to the scheme, LACEY was employed as a police officer by the Village of Dolton, was married, and resided at a residence on White Oaks Road in Matteson, Illinois (the “White Oaks Residence”), with his spouse, who was also employed. LACEY had control and signature authority over three bank accounts at Bank of America (“BOA”), including account #5121 (“BOA Account #5121”) with his spouse, and three accounts (the “Chase Accounts”) at JPMorgan Chase. LACEY and his spouse caused income that they earned from their respective employment to be deposited into BOA Account #5121, and paid their household expenses, including a mortgage loan secured by the White Oaks Residence, with funds from BOA Account #5121.

On or about July 22, 2015, Case No. 2015 L 007440 was filed in the Circuit Court of Cook County, Illinois, against LACEY seeking a judgment in the amount of \$88,800 (the “State Case”). On or about February 7, 2017, LACEY entered into a settlement in the State Case in which he agreed to pay the plaintiff approximately \$55,000 (the “Settlement Agreement”). On or about June 19, 2019, the plaintiff in the State Case filed a motion to enforce the Settlement Agreement alleging that LACEY

was in default for failure to pay \$43,000 of the amount due from the Settlement Agreement. The Circuit Court set a status for the State Case on August 2, 2019, to address the plaintiff's motion.

Thereafter, beginning in or around August 2019, and continuing until in or around June 2020, at Chicago and Matteson, in the Northern District of Illinois, Eastern Division, and elsewhere, LACEY devised and intended to devise a scheme to defraud, and for the purpose of executing and concealing the scheme and attempting to do so, filed and caused to be filed a petition commencing a bankruptcy case under Title 11 of the United States Code, filed documents in a bankruptcy case under Title 11 of the United States Code, and made materially false and fraudulent representations concerning and in relation to a proceeding under Title 11 at a time before and after the filing of the petition.

It was part of the scheme that, for purposes of obtaining a stay of the State Case in order to prevent the enforcement of the Settlement Agreement, obtaining confirmation of his Chapter 13 plan of reorganization, and obtaining a discharge of his debts, LACEY attempted to and did defraud his creditors and the Chapter 13 Trustee by making false and fraudulent statements in oral statements and documents: (a) made prior to and in anticipation of the filing of a Chapter 13 bankruptcy petition; and (b) filed with the bankruptcy court and at the 341 creditors' meetings. Those statements were designed and intended to: (i) falsely represent LACEY's actual financial circumstances, including by concealing the income of

LACEY's non-filing spouse who was then residing with LACEY and contributing to the payment of LACEY's expenses, including living and mortgage expenses; (ii) conceal bank accounts and the true amount on deposit in these accounts, including BOA Account #5121 from which LACEY and his non-filing spouse were paying their expenses with their combined income, and the Chase Accounts; and (iii) conceal that LACEY's monthly payments under his proposed Chapter 13 plan of reorganization were calculated based on materially false information.

On or about August 22, 2019, LACEY filed and caused to be filed a bankruptcy petition in the United States Bankruptcy Court for the Northern District of Illinois, thereby initiating a Chapter 13 bankruptcy case captioned *In re Lewis A. Lacey*, No. 19-23751 (the "2019 *Lacey* Bankruptcy Case"), which automatically stayed the State Case, thereby preventing the enforcement of the Settlement Agreement. The same day, LACEY filed and caused to be filed in the 2019 *Lacey* Bankruptcy Case his Schedules and a Statement of Financial Affairs, signed under penalty of perjury, that contained materially false statements, including but not limited to the following examples:

(1) LACEY filed and caused to be filed a Schedule A/B that was false and fraudulent in that, in response to question 17, Deposits of Money, which required LACEY to identify financial accounts, LACEY falsely represented the amount he had on deposit and that he only had two BOA checking accounts and did not disclose any accounts at Chase, when, in truth, LACEY knew that he had an additional BOA

Account with substantially more on deposit than he had disclosed, and the Chase Accounts;

(2) LACEY filed and caused to be filed a Schedule E/F disclosing total unsecured debts of approximately \$171,327, which LACEY sought to have discharged, including approximately \$43,000 owed to the plaintiff as part of the Settlement Agreement in the State Case; and

(3) LACEY filed and caused to be filed a Schedule I that was false and fraudulent in that LACEY, well knowing that he was married, not separated and that his non-filing spouse was residing with him, earning income and contributing to the payment of LACEY's expenses, did not disclose his non-filing spouse's employment, occupation, employer, and monthly income, and falsely represented that his combined monthly income was approximately \$4,995, when he knew that his monthly income was substantially in excess of \$4,995, in that LACEY knew that he had calculated his monthly income without including his non-filing spouse's income.

After the 2019 *Lacey* Bankruptcy Case had been dismissed on or about January 13, 2020, and the State Case resumed on or about February 13, 2020, because it was no longer stayed, but no later than on or about February 19, 2020, LACEY met with bankruptcy attorneys for purposes of providing information to be used to prepare another Chapter 13 bankruptcy petition and associated Schedules and Statement of Financial Affairs, and falsely represented among other things, that he was married, but separated, and that his spouse no longer resided with him and did not contribute

to the payment of LACEY's household expenses, and did not disclose the true amount on deposit in bank accounts, or the true number of bank accounts he was a signatory on at BOA and Chase.

On or about April 3, 2020, LACEY filed and caused to be filed a bankruptcy petition in the United States Bankruptcy Court for the Northern District of Illinois, thereby initiating a Chapter 13 bankruptcy case captioned *In re Lewis Anthony Lacey, Sr.* No. 20-08784 (the "2020 *Lacey* Bankruptcy Case"), which automatically stayed the State Case, thereby preventing the enforcement of the Settlement Agreement.

The same day, LACEY filed and caused to be filed a Schedule E/F in the 2020 *Lacey* Bankruptcy Case disclosing total unsecured debts of approximately \$186,354, which LACEY sought to have discharged, including the approximately \$43,000 owed to the plaintiff as part of the Settlement Agreement in the State Case.

On or about June 24, 2020, LACEY caused Person A to apply for an advance on LACEY's behalf through the Economic Injury Disaster Loan ("EIDL") Program, which provided loan assistance, including advances of up to \$10,000, for businesses with 500 or fewer employees and other eligible entities. The EIDL Program was designed to provide economic relief to small businesses that were experiencing a temporary loss of revenue. EIDL Advance was a grant program offered together with the EIDL Program. EIDL Advance was designed to provide emergency economic relief to businesses that were experiencing a temporary loss of revenue as a result of the COVID-19 pandemic. At LACEY's direction, Person A applied for the EIDL Advance

on behalf of LACEY on the basis of LACEY's operation of a purported business and requested that the proceeds be deposited into one of LACEY's accounts at Chase ("Chase Account #6891"), which account LACEY failed to disclose in his 2019 and 2020 Bankruptcy Cases. LACEY, however, did not own a business.

On or about June 25, 2020, LACEY caused the SBA to deposit a \$10,000 EIDL Advance into Chase Account #6891. LACEY subsequently transferred approximately \$3,500 of the \$10,000 EIDL Advance to his daughter and approximately \$2,500 of the \$10,000 EIDL Advance to Person A. LACEY did not disclose to his bankruptcy attorney, the Chapter 13 trustee, the Bankruptcy Court, or his creditors the application for or receipt of the \$10,000 EIDL Advance, or his transfer of portions of that EIDL Advance.

7. The foregoing facts are set forth solely to assist the Court in determining whether a factual basis exists for defendant's plea of guilty and are not intended to be a complete or comprehensive statement of all the facts within defendant's personal knowledge regarding the charged crimes and related conduct.

Maximum Statutory Penalties

8. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 5 years' imprisonment. This offense also carries a maximum fine of \$250,000. Defendant further understands that the judge also may impose a term of supervised release of not more than three years.

b. Pursuant to Title 18, United States Code, Section 3013, defendant will be assessed \$100 on the charge to which he has pled guilty, in addition to any other penalty imposed.

Sentencing Guidelines Calculations

9. Defendant understands that, in determining a sentence, the Court is obligated to calculate the applicable Sentencing Guidelines range, and to consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), which include: (i) the nature and circumstances of the offense and the history and characteristics of the defendant; (ii) the need for the sentence imposed to reflect the seriousness of the offense, promote respect for the law, provide just punishment for the offense, afford adequate deterrence to criminal conduct, protect the public from further crimes of the defendant, and provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner; (iii) the kinds of sentences available; (iv) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and (v) the need to provide restitution to any victim of the offense.

10. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the November 1, 2025 Guidelines Manual.

b. **Offense Level Calculations.**

i. The base offense level is 6, pursuant to Guideline § 2B1.1(a)(2).

ii. The offense level is increased by 10 levels, pursuant to USSG § 2B1.1(b)(1)(F), because the loss, as measured by the amount of debt sought to be discharged, exceeded \$150,000 but was less than \$250,000.

iii. The offense level is increased by 2 levels, pursuant to USSG § 2B1.1(b)(2)(A), because the offense involved 10 or more victims.

iv. The offense level is increased by 2 levels, pursuant to USSG § 2B1.1(b)(9)(B), because the offense involved a misrepresentation or other fraudulent action during the course of a bankruptcy proceeding.

v. The offense level is increased by 2 levels, pursuant to USSG § 2B1.1(b)(10)(C), because the offense involved sophisticated means and the

defendant intentionally engaged in or caused the conduct constituting sophisticated means.

vi. The government understands that defendant will truthfully admit the conduct comprising the offense of conviction and truthfully admit or not falsely deny any additional relevant conduct for which the defendant is accountable under Guideline § 1B1.3. Therefore, based upon facts now known to the government, defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine that may be imposed in this case, a two-level reduction in the offense level is appropriate.

vii. In accord with Guideline § 3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline § 3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level.

viii. Based on the facts now known to the government, defendant does not receive any criminal history points from Chapter Four, Part A, and otherwise meets the criteria set forth in Guideline § 4C1.1(a). Therefore, the offense level is decreased by 2 levels.

ix. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

c. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the government, the anticipated offense level is 17, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 24 to 30 months' imprisonment, in addition to any supervised release and fine the Court may impose.

d. Defendant and his attorney and the government acknowledge that the guidelines calculations set forth in this Agreement are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands the above calculations are based on information now known to the government and that further review of the facts or applicable legal principles may lead the government to change its position on the guidelines calculations. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing,

and that the Court's determinations govern the final guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the defendant's, the probation officer's, or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of a change in the government's position on the guideline calculations or the Court's rejection of these calculations.

e. Both parties expressly acknowledge that this Agreement is not governed by Fed. R. Crim. P. 11(c)(1)(B), and that errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors by a statement to the Probation Office or the Court, setting forth any changes in either parties' position regarding the guidelines calculations. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

Cooperation

11. Defendant agrees he will fully and truthfully cooperate in any matter in which he is called upon to cooperate by a representative of the United States Attorney's Office for the Northern District of Illinois. This cooperation shall include providing complete and truthful information in any investigation and pre-trial preparation and complete and truthful testimony in any criminal, civil, or

administrative proceeding. Defendant agrees to the postponement of his sentencing until after the conclusion of his cooperation.

Agreements Relating to Sentencing

12. At the time of sentencing, the government shall make known to the sentencing judge the extent of defendant's cooperation. If the government determines that defendant has continued to provide full and truthful cooperation as required by this agreement, then the government shall move the court, pursuant to Guideline § 5K1.1, to depart downward from the low end of the applicable guideline range in an amount to be determined by the government at the time of sentencing. Defendant shall be free to recommend any sentence.

13. If the government does not move the Court, pursuant to Guideline § 5K1.1, to depart from the applicable guideline range, as set forth above, the preceding paragraph of this Agreement will be inoperative, both parties shall be free to recommend any sentence, and the Court shall impose a sentence taking into consideration the factors set forth in 18 U.S.C. § 3553(a) as well as the Sentencing Guidelines without any downward departure for cooperation pursuant to § 5K1.1. Defendant may not withdraw his plea of guilty because the government has failed to make a motion pursuant to Guideline § 5K1.1.

14. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum penalties as set forth above. Defendant further acknowledges that if the Court does

not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

15. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

16. After sentence has been imposed on the count to which defendant pleads guilty as agreed herein, the government will move to dismiss the remaining counts of the superseding indictment, as well as the indictment as to defendant.

Acknowledgments and Waivers Regarding Plea of Guilty

Nature of Agreement

17. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 24 CR 377.

18. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

Waiver of Rights

19. Defendant understands that, by pleading guilty, he surrenders certain rights, including the following:

a. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charges against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt and that it was to consider each count of the superseding indictment

separately. The jury would have to agree unanimously as to each count before it could return a verdict of guilty or not guilty as to that count.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, and considering each count separately, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant. Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

b. **Waiver of appellate and collateral rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial. Defendant is aware that Title 28, United States Code, Section 1291, and Title 18, United States Code, Section 3742, afford a defendant the right to appeal his conviction and the sentence imposed. Acknowledging this, if the government makes a motion at sentencing for a downward departure pursuant to Guideline § 5K1.1, defendant knowingly waives the right to appeal his conviction, any pre-trial rulings by the Court, and any part of the sentence (or the manner in which that sentence was determined), including any term of imprisonment and fine within the maximums provided by law, and including any order of forfeiture, in exchange for the concessions made by the United States in this Agreement. In addition, if the government makes a motion at sentencing for a downward departure pursuant to Guideline § 5K1.1, defendant also waives his right to challenge his conviction and sentence, and the manner in which the sentence was determined, in any collateral attack or future challenge, including but not limited to a motion brought under Title 28, United States Code, Section 2255. The waiver in this paragraph does not apply to a claim of involuntariness or ineffective assistance of counsel, nor does it prohibit defendant from seeking a reduction of sentence based directly on a change in the law that is applicable to defendant and that, prior to the filing of defendant's request for relief, has been expressly made retroactive by an Act of Congress, the Supreme Court, or the United States Sentencing Commission.

20. Defendant understands that, by pleading guilty, he is waiving all the rights set forth in the prior paragraphs, with the exception of the appellate rights specifically preserved above. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

Presentence Investigation Report/Post-Sentence Supervision

21. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall endeavor to ensure that the relevant facts and sentencing factors, as applied to the facts, are brought to the District Court's attention fully and accurately, including facts related to the defendant's criminal conduct and related conduct, and any relevant information concerning the defendant's background, character, and conduct that the District Court may consider under 18 U.S.C. § 3661 in imposing a sentence.

22. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline § 3E1.1 and enhancement of his sentence for obstruction of

justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001, or as a contempt of the Court.

23. For the purpose of monitoring defendant's compliance with his obligations to pay a fine during any term of supervised release or probation to which defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

Other Terms

24. Defendant agrees to cooperate with the United States Attorney's Office in collecting any ordered fine for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

25. Defendant understands that, if convicted, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

Conclusion

26. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

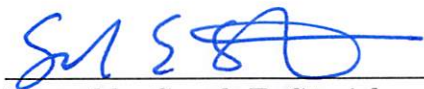
27. Defendant understands that his compliance with each part of this Agreement extends throughout the period of his sentence, and failure to abide by any term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

28. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

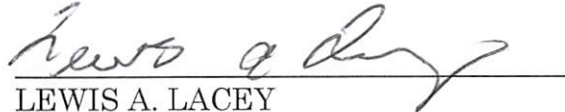
29. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

30. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he understands and voluntarily accepts each and every term and condition of this Agreement.

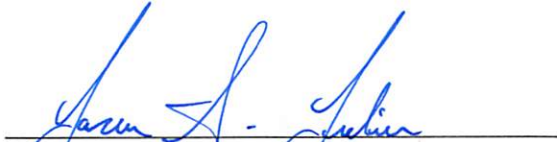
AGREED THIS DATE: November 21, 2025



Signed by Sarah E. Streicker on behalf of
ANDREW S. BOUTROS
United States Attorney



LEWIS A. LACEY
Defendant



JASON A. JULIEN
HAYLEY ALTABEE
Assistant United States Attorneys



GAL PISSETZKY
Attorney for Defendant