

1 TRACY L. WILKISON
 United States Attorney
 2 SCOTT M. GARRINGER
 Assistant United States Attorney
 3 Chief, Criminal Division
 JOSEPH D. AXELRAD (Cal. Bar No. 274580)
 4 Assistant United States Attorney
 Violent & Organized Crime Section
 5 1200 United States Courthouse
 312 North Spring Street
 6 Los Angeles, California 90012
 Telephone: (213) 894-7964
 7 Facsimile: (213) 894-0141
 E-mail: joseph.axelrad@usdoj.gov

8 Attorneys for Plaintiff
 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 21-00292-MCS

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
SCOTT QUINN BERKETT

14 v.

15 SCOTT QUINN BERKETT,

16 Defendant.

17
 18 1. This constitutes the plea agreement between SCOTT QUINN
 19 BERKETT ("defendant") and the United States Attorney's Office for the
 20 Central District of California (the "USAO") in the above-captioned
 21 case. This agreement is limited to the USAO and cannot bind any
 22 other federal, state, local, or foreign prosecuting, enforcement,
 23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and
 27 provided by the Court, appear and plead guilty to the single-count
 28 indictment in United States v. SCOTT QUINN BERKETT, CR No. 21-00292,

1 which charges defendant with Use of Interstate Facilities to Commit
2 Murder-For-Hire, in violation of 18 U.S.C. § 1958.

3 b. Not contest facts agreed to in this agreement.

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

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

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

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

15 g. Pay the applicable special assessment at or before the
16 time of sentencing unless defendant has demonstrated a lack of
17 ability to pay such assessments.

18 h. At the time of sentencing, seek a sentence of no less
19 than 60 months.

20 THE USAO'S OBLIGATIONS

21 3. The USAO agrees to:

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

23 b. Abide by all agreements regarding sentencing contained
24 in this agreement.

25 c. At the time of sentencing, provided that defendant
26 demonstrates an acceptance of responsibility for the offense up to
27 and including the time of sentencing, recommend a two-level reduction
28 in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 d. At the time of sentencing, seek a sentence of no more
4 than 60 months.

5 NATURE OF THE OFFENSE

6 4. Defendant understands that for defendant to be guilty of
7 the crime charged in the indictment, that is, Use of Interstate
8 Facilities to Commit Murder-For-Hire, in violation of 18 U.S.C.
9 § 1958, the following must be true:

- 10 (1) The defendant used a facility in interstate or foreign
11 commerce;
12 (2) The defendant did so with the intent that murder be
13 committed; and
14 (3) The defendant intended that the murder be committed in
15 exchange for money.

16 PENALTIES

17 5. Defendant understands that the statutory maximum sentence
18 that the Court can impose for a violation of 18 U.S.C. § 1958, is: 10
19 years imprisonment; a 3-year period of supervised release; a fine of
20 \$250,000 or twice the gross gain or gross loss resulting from the
21 offense, whichever is greatest; and a mandatory special assessment of
22 \$100.

23 6. Defendant understands that supervised release is a period
24 of time following imprisonment during which defendant will be subject
25 to various restrictions and requirements. Defendant understands that
26 if defendant violates one or more of the conditions of any supervised
27 release imposed, defendant may be returned to prison for all or part
28 of the term of supervised release authorized by statute for the

1 offense that resulted in the term of supervised release, which could
2 result in defendant serving a total term of imprisonment greater than
3 the statutory maximum stated above.

4 7. Defendant understands that, by pleading guilty, defendant
5 may be giving up valuable government benefits and valuable civic
6 rights, such as the right to vote, the right to possess a firearm,
7 the right to hold office, and the right to serve on a jury. Defendant
8 understands that he is pleading guilty to a felony and that it is a
9 federal crime for a convicted felon to possess a firearm or
10 ammunition. Defendant understands that the conviction in this case
11 may also subject defendant to various other collateral consequences,
12 including but not limited to revocation of probation, parole, or
13 supervised release in another case and suspension or revocation of a
14 professional license. Defendant understands that unanticipated
15 collateral consequences will not serve as grounds to withdraw
16 defendant's guilty plea.

17 8. Defendant and his counsel have discussed the fact that, and
18 defendant understands that, if defendant is not a United States
19 citizen, the conviction in this case makes it practically inevitable
20 and a virtual certainty that defendant will be removed or deported
21 from the United States. Defendant may also be denied United States
22 citizenship and admission to the United States in the future.
23 Defendant understands that while there may be arguments that
24 defendant can raise in immigration proceedings to avoid or delay
25 removal, removal is presumptively mandatory and a virtual certainty
26 in this case. Defendant further understands that removal and
27 immigration consequences are the subject of a separate proceeding and
28 that no one, including his/her attorney or the Court, can predict to

1 an absolute certainty the effect of his conviction on his immigration
2 status. Defendant nevertheless affirms that he wants to plead guilty
3 regardless of any immigration consequences that his plea may entail,
4 even if the consequence is automatic removal from the United States.

5 FACTUAL BASIS

6 9. Defendant admits that defendant is, in fact, guilty of the
7 offense to which defendant is agreeing to plead guilty. Defendant
8 and the USAO agree to the statement of facts provided below and agree
9 that this statement of facts is sufficient to support plea of guilty
10 to the charge described in this agreement and to establish the
11 Sentencing Guidelines factors set forth in paragraph 11 below but is
12 not meant to be a complete recitation of all facts relevant to the
13 underlying criminal conduct or all facts known to either party that
14 relate to that conduct.

15 In approximately April 2021, defendant solicited and paid for
16 murder-for-hire services via a website on the Dark Web ("Dark Web
17 Group") that purportedly offered murder-for-hire services, in order
18 to have victim R.E. murdered. Specifically, using the username
19 "Ula77," and via the internet, defendant provided the Dark Web Group
20 with specific directions and details about his target, victim R.E.
21 As payment for R.E.'s murder, defendant sent the Dark Web Group
22 Bitcoin payments totaling approximately \$13,000.

23 In fact, the Dark Web Group does not provide murder-for-hire
24 services and, instead, provided defendant's communications and other
25 related information to law enforcement.

26 In May 2021, an undercover law enforcement officer contacted
27 defendant while posing as the hitman defendant believed he had hired
28 from the Dark Web Group. On May 19, 2021, the undercover law

1 enforcement officer sent defendant pictures of victim R.E. and
2 defendant confirmed that R.E. was his intended victim and that
3 defendant had made Bitcoin payments to obtain her murder. Defendant
4 further requested proof of R.E.'s successful murder. Finally,
5 defendant made an additional \$1,000 payment to the undercover law
6 enforcement officer via Western Union to obtain the murder of victim
7 R.E.

8 SENTENCING FACTORS

9 10. Defendant understands that in determining defendant's
10 sentence the Court is required to calculate the applicable Sentencing
11 Guidelines range and to consider that range, possible departures
12 under the Sentencing Guidelines, and the other sentencing factors set
13 forth in 18 U.S.C. § 3553(a). Defendant understands that the
14 Sentencing Guidelines are advisory only, that defendant cannot have
15 any expectation of receiving a sentence within the calculated
16 Sentencing Guidelines range, and that after considering the
17 Sentencing Guidelines and the other § 3553(a) factors, the Court will
18 be free to exercise its discretion to impose any sentence it finds
19 appropriate up to the maximum set by statute for the crime of
20 conviction.

21 11. Defendant and the USAO agree to the following applicable
22 Sentencing Guidelines factors:

23 Base Offense Level: 32 [U.S.S.G. § 2E1.4(a)(1)]

24 12. Defendant understands that there is no agreement as to
25 defendant's criminal history or criminal history category.

26 13. Defendant and the USAO reserve the right to argue for a
27 sentence outside the sentencing range established by the Sentencing
28

1 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
2 (a)(2), (a)(3), (a)(6), and (a)(7).

3 WAIVER OF CONSTITUTIONAL RIGHTS

4 14. Defendant understands that by pleading guilty, defendant
5 gives up the following rights:

6 a. The right to persist in a plea of not guilty.

7 b. The right to a speedy and public trial by jury.

8 c. The right to be represented by counsel -- and if
9 necessary have the Court appoint counsel -- at trial. Defendant
10 understands, however, that, defendant retains the right to be
11 represented by counsel -- and if necessary have the Court appoint
12 counsel -- at every other stage of the proceeding.

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

16 e. The right to confront and cross-examine witnesses
17 against defendant.

18 f. The right to testify and to present evidence in
19 opposition to the charges, including the right to compel the
20 attendance of witnesses to testify.

21 g. The right not to be compelled to testify, and, if
22 defendant chose not to testify or present evidence, to have that
23 choice not be used against defendant.

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

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WAIVER OF APPEAL OF CONVICTION

15. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

16. Defendant agrees that, provided the Court imposes a total term of imprisonment on all counts of conviction of no more than 60 months, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

17. The USAO agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above and

1 (b) the Court imposes a term of imprisonment of no less than 60
2 months, the USAO gives up its right to appeal any portion of the
3 sentence.

4 RESULT OF WITHDRAWAL OF GUILTY PLEA

5 18. Defendant agrees that if, after entering a guilty plea
6 pursuant to this agreement, defendant seeks to withdraw and succeeds
7 in withdrawing defendant's guilty plea on any basis other than a
8 claim and finding that entry into this plea agreement was
9 involuntary, then the USAO will be relieved of all of its obligations
10 under this agreement.

11 EFFECTIVE DATE OF AGREEMENT

12 19. This agreement is effective upon signature and execution of
13 all required certifications by defendant, defendant's counsel, and an
14 Assistant United States Attorney.

15 BREACH OF AGREEMENT

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

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

5 21. Defendant understands that the Court and the United States
6 Probation and Pretrial Services Office are not parties to this
7 agreement and need not accept any of the USAO's sentencing
8 recommendations or the parties' agreements to facts or sentencing
9 factors.

10 22. Defendant understands that both defendant and the USAO are
11 free to: (a) supplement the facts by supplying relevant information
12 to the United States Probation and Pretrial Services Office and the
13 Court, (b) correct any and all factual misstatements relating to the
14 Court's Sentencing Guidelines calculations and determination of
15 sentence, and (c) argue on appeal and collateral review that the
16 Court's Sentencing Guidelines calculations and the sentence it
17 chooses to impose are not error, although each party agrees to
18 maintain its view that the calculations in paragraph 11 are
19 consistent with the facts of this case. While this paragraph permits
20 both the USAO and defendant to submit full and complete factual
21 information to the United States Probation and Pretrial Services
22 Office and the Court, even if that factual information may be viewed
23 as inconsistent with the facts agreed to in this agreement, this
24 paragraph does not affect defendant's and the USAO's obligations not
25 to contest the facts agreed to in this agreement.

26 23. Defendant understands that even if the Court ignores any
27 sentencing recommendation, finds facts or reaches conclusions
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,
2 withdraw defendant's guilty plea, and defendant will remain bound to
3 fulfill all defendant's obligations under this agreement. Defendant
4 understands that no one -- not the prosecutor, defendant's attorney,
5 or the Court -- can make a binding prediction or promise regarding
6 the sentence defendant will receive, except that it will be within
7 the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

9 24. Defendant understands that, except as set forth herein,
10 there are no promises, understandings, or agreements between the USAO
11 and defendant or defendant's attorney, and that no additional
12 promise, understanding, or agreement may be entered into unless in a
13 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

25. 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

Joe Axelrad

JOSEPH D. AXELRAD
Assistant United States Attorney

May 3, 2022

Date

Scott Berkett

SCOTT QUINN BERKETT
Defendant

04/27/22

Date

[Signature]

EVAN JENNESS
Attorney for Defendant SCOTT QUINN
BERKETT

4/27/22

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 the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or

1 representations of any kind have been made to me other than those
2 contained in this agreement. No one has threatened or forced me in
3 any way to enter into this agreement. I am satisfied with the
4 representation of my attorney in this matter, and I am pleading
5 guilty because I am guilty of the charge and wish to take advantage
6 of the promises set forth in this agreement, and not for any other
7 reason.

8 Scott Berkett 04/27/22
9 SCOTT QUINN BERKETT Date
10 Defendant

11 CERTIFICATION OF DEFENDANT'S ATTORNEY

12 I am SCOTT QUINN BERKETT's attorney. I have carefully and
13 thoroughly discussed every part of this agreement with my client.
14 Further, I have fully advised my client of his rights, of possible
15 pretrial motions that might be filed, of possible defenses that might
16 be asserted either prior to or at trial, of the sentencing factors
17 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
18 provisions, and of the consequences of entering into this agreement.
19 To my knowledge: no promises, inducements, or representations of any
20 kind have been made to my client other than those contained in this
21 agreement; no one has threatened or forced my client in any way to
22 enter into this agreement; my client's decision to enter into this
23 agreement is an informed and voluntary one; and the factual basis set
24 forth in this agreement is sufficient to support my client's entry of
25 a guilty plea pursuant to this agreement.

26 [Signature] 4/27/22
27 EVAN JENNESS Date
28 Attorney for Defendant SCOTT QUINN
BERKETT