FILED

JUN 16 2025

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

UNITED STATES OF AMERICA,

Plaintiff - Appellee,

v.

ADEDAYO HAKEEM SANUSI, AKA Emmanuel Williams,

Defendant - Appellant.

No. 25-72

D.C. Nos.
2:23-cr-00408-PA-1
2:24-cv-08702-PA
Central District of California,
Los Angeles

ORDER

Before: H.A. THOMAS and DESAI, Circuit Judges.

The request for a certificate of appealability (Docket Entry Nos. 3, 6, 7) is denied because appellant has not shown that "jurists of reason would find it debatable whether the petition states a valid claim of the denial of a constitutional right and that jurists of reason would find it debatable whether the district court was correct in its procedural ruling." *Slack v. McDaniel*, 529 U.S. 473, 484 (2000); *see also* 28 U.S.C. § 2253(c)(2); *Gonzalez v. Thaler*, 565 U.S. 134, 140-41 (2012); *Miller-El v. Cockrell*, 537 U.S. 322, 327 (2003).

All pending motions are denied as moot.

DENIED.

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2:23-cr-00408-PA-1
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Central District of California,
Los Angeles

ORDER

Before: CALLAHAN and FORREST, Circuit Judges.

The motion (Docket Entry No. 11) for reconsideration is denied. *See* 9th Cir. R. 27-10.

No further filings will be entertained in this closed case.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 24-8702 PA CR 23-408 PA	Date	December 23, 2024
Title	Adedayo Hakeem Sanusi v. United States of America		

Present: The Honorable	PERCY ANDERSON, U.S. DISTRICT JUDGE	
Kamilla Sali-Suleyman	Not Reported	N/A
Deputy Clerk	Court Reporter / Recorder	Tape No.
Attorneys Present for Plaintiffs:	Attorneys Present for Defendants:	
Not Present	Not Present	

Proceedings: IN CHAMBERS - ORDER

Before the Court is the Motion to Vacate, Set Aside, or Correct Sentence pursuant to 28 U.S.C. § 2255 ("Motion") filed by petitioner Adedayo Hakeem Sanusi ("Petitioner" or "Defendant"). (CV Docket No. 1.)[1/] Respondent United States of America ("the Government") filed an Opposition to Defendant's Motion. (CV Docket No. 10). Defendant filed a reply. (CV Docket No. 13.) In connection with his Motion, Defendant also filed a Motion for Immediate Release. (CV Docket No. 4.) Pursuant to Rule 78 of the Federal Rules of Civil Procedure and Local Rule 7-15, the Court finds that these matters are appropriate for decision without oral argument.

I. Background

A. Criminal Conduct

The facts are undisputed. As described in the factual basis of his plea agreement and in the PSR, between May and June 2019, Defendant conspired to launder funds which Defendant knew were the proceeds of wire fraud through a Business Email Compromise ("BEC") scheme. (PSR ¶ 10.) BEC schemes typically involve a hacker gaining unauthorized access to a business email account, and then attempting to trick a victim into transferring funds via a wire transfer to a fraudulent account. The BEC scheme in this case occurred when a co-conspirator sent fraudulent emails to a victim company in Tennessee, posing as one of the company's vendors and sending a fake invoice with purported updated payment information. As a result of those fraudulent emails, the Tennessee victim business was tricked into sending four wires totaling

1/ The Court refers to the civil docket number in this matter as "CV," and the criminal docket number as "CR."

$117,466 to a money mule's bank account in New York; the victim company had intended to send the funds to its vendor as payment. (PSR ¶¶ 11-12.) The New York bank account was opened by an unindicted co-conspirator as part of the BEC at the direction of another co-conspirator ("UCC 1"). UCC 1 then conspired with Defendant and arranged to send the victim company's stolen funds to Defendant in Texas to launder. Defendant received a total of $112,672 in victim funds to launder before the fraud was discovered and the mule account was closed by the bank for fraud. The victim company in this case suffered an actual loss of $112,672. (PSR ¶¶ 14-15, 17.)

B. Plea Agreement and Change of Plea

In September 2023, Defendant pleaded guilty to a single-count Information charging him with conspiracy to engage in money laundering, in violation of 18 U.S.C. § 1956(h). (CR Docket No. 18.) Defendant entered his plea pursuant to a written plea agreement. (CR Docket Nos. 7, 17.) At the change of plea hearing on September 19, 2023, the Court conducted a Federal Rule of Criminal Procedure 11 plea colloquy before accepting Defendant's guilty plea. (CR Docket No. 47 (RT 9/19/23); Docket Nos. 18, 48.) The Court asked detailed questions to ensure that Defendant's plea was knowingly and voluntary, that he understood the plea agreement was not binding, that the Court could impose a sentence different than what the parties agreed to in the plea agreement, and that no one had made any promises or threats to induce Defendant to plead guilty. (Id.) Prior to the hearing, Defendant signed and filed a Waiver of Indictment. (Docket No. 12.).

1. Waiver of Indictment

At the outset of the hearing, after the Court asked about the location of the victim's bank in order to ensure there was an interstate wire transfer underlying the wire fraud count, counsel for both parties conferred and defense counsel then conferred with Defendant. At a break in the proceedings, the parties amended the factual basis of the plea agreement to clarify the factual basis for the plea. (RT 9/19/23 at p. 13.) The hearing continued, and the Court questioned Defendant and confirmed that Defendant understood the changes to the plea agreement and that he did not have any questions about the changes or the charges against him. (RT 9/19/23 at p. 15.) The Court also made sure that Defendant understood his constitutional right to an indictment and was knowingly waiving that right. Defendant confirmed that he had discussed his right to indictment with his attorney, he understood his right to an indictment, that no one had made any threats or used force against him, his family or anyone close to him to get him to waive

his right to an indictment, and that he wished to waive his right to an indictment by a grand jury. (RT 9/19/23 at pp. 15-16.) Defense counsel further confirmed that Defendant had previously signed a written waiver of indictment, which had been filed with the Court. (Id. at p. 17; Docket No. 12.) The Court accepted the waiver, finding that Defendant's waiver of indictment by a grand jury was knowingly and voluntarily made. (RT 9/19/23 at p. 17.)

2. Constitutional Rights

The Court then advised Defendant of the constitutional rights that he would be giving up by pleading guilty. (RT 9/19/23 at pp. 17-18.) Defendant confirmed that he had discussed those rights with his attorney, did not need more time to discuss those rights, and he wished to give up those rights. (Id. at pp. 18-19.) Defense counsel stated that he was satisfied that each of those waivers was knowingly, voluntarily and intelligently made, and that he joined in the waivers. (Id. at p. 19.) After he was advised by government counsel of the maximum penalties, Defendant confirmed he had discussed the case with his attorney, including the possible punishment he was facing, the facts, and any potential defenses. (Id. at p. 22.)

3. Sentencing Process

The Court then advised Defendant about the sentencing process. The Court explained that the sentencing guidelines are only advisory, that the advisory guideline range is only one of many factors the Court will consider for sentencing, and that, "As a result, the Court is free to exercise its discretion and impose any sentence it deems appropriate up to the maximum sentence set by statute for this offense." (RT 9/19/23 at p. 22.) Defendant confirmed that he understood. (Id.) The Court also explained the various factors to be considered for sentencing and Defendant indicated he understood. (Id. at p. 23.) Defendant also confirmed he had discussed sentencing with his attorney, and that his attorney explained to him the various elements and factors that would be used to determine his sentence. (Id.) The Court also explained that Defendant's sentence could be higher or lower than the advisory guideline range, and Defendant confirmed that he understood. (Id. at p. 24.) The Court then asked Defendant, "Do you understand that for all these reasons, neither your attorney nor I can tell you today with certainty what your sentence will be?" and Defendant replied, "Yes, Your Honor." (Id. at pp. 24-25.)

4. Guilty Plea and Plea Agreement

Defendant confirmed that he had read the plea agreement, discussed all of its terms with his attorney, signed the plea agreement, and understood the plea agreement and all of its terms. (RT 9/19/23 at p. 25.) When the Court asked Defendant if he needed more time to discuss the plea agreement with his attorney, including the changes to the plea agreement that were made earlier during the hearing, Defendant replied, "No Your Honor." (Id.) The Court also specifically advised Defendant that the Court was not a party to the plea agreement and was not bound by any of its terms, and Defendant confirmed his understanding. (RT 9/19/23 at p. 25.) The Court went through the sentencing stipulations listed in the plea agreement and reiterated that the Court was not a party to the plea agreement, it was not bound by the sentencing stipulations, and could make its own decision on sentencing:

> THE COURT: You understand the Court is not a party to the agreement that you've reached with the government, and the Court will make its own determination as to the base offense level, whether these or any other specific offense characteristics apply, and whether you're entitled to an acceptance of responsibility?
>
> THE DEFENDANT: Yes, Your Honor.
>
> THE COURT: This means that even if I impose a sentence that is more severe than you currently anticipate, you will still be bound by your guilty plea, and you will not have an absolute right to withdraw it. Do you understand?
>
> THE DEFENDANT: Yes, Your Honor.

(RT 9/19/23 at p. 26.)

Addressing Defendant, the Court made sure that no one had made any outside promises to Defendant or threatened him to cause him to plead guilty. :

> THE COURT: Have any promises been made to you in exchange for your guilty plea, other than those that appear in the plea agreement?

THE DEFENDANT: No, Your Honor.

THE COURT: Has anyone made any threats or used any force against you, your family, or anyone near and dear to you to get you to plead guilty?

THE DEFENDANT: No, Your Honor.

THE COURT: Are you pleading guilty voluntarily and of your own free will?

THE DEFENDANT: Yes, Your Honor.

(RT 9/19/23 at pp. 31-32.) The Court also made sure that other than the terms in the plea agreement, no one had made Defendant any promises regarding what his specific sentence would be:

THE COURT: Other than what is contained in the written plea agreement and other than a general discussion of sentencing with your lawyer, has anyone made you any promises ofleniency, a particular sentence, probation or any other inducement of any kind to get you to plead guilty?

THE DEFENDANT: No, Your Honor.

THE COURT: Have you been told by anyone what specific sentence is going to be imposed in your case?

No, Your Honor.

(RT 9/19/23 at p. 32.)

The Court confirmed that defense counsel had discussed the guilty plea with Defendant and that he believed the guilty plea was being made freely and voluntarily, with a full understanding of the charges and consequences. (RT 9/19/23 at p. 37.) The Court also confirmed that defense counsel had discussed the contents of the plea agreement with Defendant

before Defendant signed it, and that the plea agreement represented the entire disposition of this case. (Id.) The Court further confirmed with defense counsel that there had been no promises either to him or Defendant other than what was in the plea agreement. (Id. at pp. 37-38.) The Court also specifically confirmed that other than the terms of the plea agreement and a general discussion of sentencing with Defendant, that defense counsel had not made any indication to Defendant of what specific sentence the Court would impose or any promise of a particular sentence. (Id. at p. 38.) Government counsel also confirmed that besides the terms of the plea agreement, the government had made no other promises, representations or guarantees either to Defendant or his counsel. (Id. at pp. 38-39.)

The Court then asked Defendant again if he had had enough time to thoroughly discuss this case with his attorney, and Defendant replied, "Yes, Your Honor." (Id. at p. 39.) Defendant also confirmed that he had reviewed the discovery in the case, that he believed his attorney had considered any potential defenses to the charge, and that he believed he had been fully advised by his attorney concerning this case. (Id.) The Court made sure Defendant was truthfully responding to the Court's questions, and there was no reason why the Court should not accept his guilty plea:

> THE COURT: Is everything you've told me today been true and correct?
>
> THE DEFENDANT: Yes, Your Honor.
>
> THE COURT: And do you feel that you understand everything that is transpiring transpired here today?
>
> THE DEFENDANT: Yes, Your Honor.
>
> THE COURT: Do you feel that you understand the potential consequences to you?
>
> THE DEFENDANT: Yes, Your Honor
>
> THE COURT: And do you believe you're competent to make the decision to plead guilty?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Do you know of any reason why the Court should not accept your plea of guilty?

THE DEFENDANT: No, Your Honor.

(RT 9/19/23 at p. 40.) The Court concluded by finding that Defendant had "entered his plea freely, voluntarily with a full understanding of the charge against him and the consequences of the plea." (Id. at p. 42.) The Court also found that the Defendant "understands his constitutional and statutory rights and wished to waive them." (Id.)

C. Sentencing and Appeal

On December 11, 2023, the Court sentenced Defendant to 21 months imprisonment, with six months of that term to run concurrently with the undischarged term of imprisonment imposed in a separate fraud case in the U.S. District Court for the Eastern District of Texas, Case No. 4:20-CR-00172-ALM-KPJ ("the EDTX case").[2/] (CR Docket Nos. 29, 30.) Defendant was also ordered to pay $112,672 in restitution. (Id.) Defendant filed a Notice of Appeal on December 26, 2023. (Docket No. 34.) On January 9, 2024, the Ninth Circuit granted Defendant's counsel's motion to withdraw and to appoint new counsel. (Docket No. 37.) New counsel was appointed as defense counsel on appeal. Defendant also filed several post-trial motions in his criminal case, appearing pro se. On August 21, 2024, before any opening brief was filed, Defendant filed a Motion for Voluntary Dismissal of Appeal, with an attached supporting declaration of counsel, in the Ninth Circuit. (Court of Appeal Case No. 23-4430 ("Court of Appeal"), Docket No. 29.1.) Two days later, the Ninth Circuit granted Defendant's motion and dismissed his appeal. (Court of Appeal, Docket Nos. 30.1, 61.) Defendant then filed this Motion on October 7, 2024, also appearing pro se.

In his Motion, Defendant challenges his conviction and sentence arguing that: (1) this Court lacks jurisdiction over his case because an indictment was not presented and his offense did not occur in California; (2) his attorney was ineffective because he failed to challenge the

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[2/] In the EDTX case, on April 27, 2023, Defendant was sentenced to a term of 84 months imprisonment, a three-year term of supervised release, a $300 special assessment and ordered to pay $29,000.31 restitution. (PSR ¶ 40.)

lack of indictment, recommended that Defendant accept a non-binding plea agreement and failed to challenge venue; (3) both his counsel and counsel for the government coerced his guilty plea by promising him a fully concurrent sentence with his EDTX case; and (4) Government counsel forced Defendant to dismiss his appeal by threatening more charges if Defendant pursued his appeal. The Government has opposed Defendant's Motion, arguing that contrary to Defendant's claims, the change of plea colloquy made clear that Defendant knowingly waived indictment, understood the terms of his plea agreement and the sentencing process, and was not coerced or promised any specific sentence. The Government also argues that Defendant waived venue in his plea agreement.

II. Legal Standard

"'In general, § 2255 provides the exclusive procedural mechanism by which a federal prisoner may test the legality of his detention.'" Ivy v. Pontesso, 328 F.3d 1057, 1059 (9th Cir. 2003) (quoting Lorentsen v. Hood, 223 F.3d 950, 953 (9th Cir. 2000)). Under § 2255, "[a] prisoner in custody under sentence of a court established by Act of Congress claiming the right to be released upon the ground that the sentence was imposed in violation of the Constitution or laws of the United States, or that the court was without jurisdiction to impose such sentence, or that the sentence was in excess of the maximum imposed by law, or is otherwise subject to collateral attack, may move the court which imposed the sentence to vacate, set aside or correct the sentence." 28 U.S.C. § 2255(a).

A motion filed pursuant to § 2255 must allege specific facts which, if true, would entitle a petitioner to relief. See United States v. Rodrigues, 347 F.3d 818, 824 (9th Cir. 2003) (citing United States v. McMullen, 98 F.3d 1155, 1159 (9th Cir. 1996)). "Unless the motion and the files and records of the case conclusively show that the prisoner is entitled to no relief, the court shall cause notice thereof to be served upon the United States attorney, grant a prompt hearing thereon, determine the issues and make findings of fact and conclusions of law with respect thereto." 28 U.S.C. § 2255(b). "In determining whether a hearing and findings of fact and conclusions of law are required, '[t]he standard essentially is whether a movant has made specific factual allegations that, if true, state a claim on which relief could be granted.' Under this standard, a district court may summarily dismiss a § 2255 motion only if the allegations in the motion, when viewed against the record, do not give rise to a claim for relief or are 'palpably incredible or patently frivolous.'" United States v. Withers, 638 F.3d 1055, 1062-63 (9th Cir. 2011) (quoting United States v. Schaflander, 743 F.2d 714, 717 (9th Cir. 1984)) (internal

citations omitted). "Mere conclusory allegations do not warrant an evidentiary hearing." Shah v. United States, 878 F.2d 1156, 1161 (9th Cir. 1989).

Ineffective assistance of counsel claims are evaluated under the two-prong test set forth by the Supreme Court in Strickland v. Washington, 466 U.S. 668, 687 (1984). To prevail on a claim of ineffective assistance of counsel under Strickland, a party must demonstrate both (1) that counsel's actions fell outside the range of professionally competent assistance, and (2) that petitioner suffered prejudice as a result. Id. at 687-90; see also United States v. Leonti, 326 F.3d 1111, 1120-21 (9th Cir. 2003); Anderson v. Calderon, 232 F.3d 1053, 1084 (9th Cir. 2000); United States v. Allen, 157 F.3d 661, 665 (9th Cir. 1998). The first prong of the test requires a "showing that counsel made errors so serious that counsel was not functioning as the 'counsel' guaranteed the defendant by the Sixth Amendment." Strickland, 466 U.S. at 687. Judicial scrutiny of counsel's performance is highly deferential, and courts will not – as a general rule – second-guess the strategic choices made by counsel. See id. at 689 ("A fair assessment of attorney performance requires that every effort be made to eliminate the distorting effects of hindsight, to reconstruct the circumstances of counsel's challenged conduct, and to evaluate the conduct from counsel's perspective at the time.").

Demonstrating prejudice under the second prong of the test requires more than a showing that the error in question might have had some conceivable effect on the outcome of the proceeding. Instead, there must be "a reasonable probability that, but for counsel's unprofessional errors, the result of the proceeding would have been different." Id. at 694. "A reasonable probability is a probability sufficient to undermine confidence in the outcome." Id.; see also Roe v. Flores-Ortega, 528 U.S. 470, 482 (2000) (citations and internal quotation marks omitted, alteration removed) ("We normally apply a strong presumption of reliability to judicial proceedings and require a defendant to overcome that presumption by showing how specific errors of counsel undermined the reliability of the finding of guilt. Thus, in cases involving mere 'attorney error,' we require the defendant to demonstrate that the errors actually had an adverse effect on the defense."). "Because failure to meet either prong is fatal to [the petitioner's] claim, there is no requirement that [the court] 'address both components of the inquiry if the defendant makes an insufficient showing on one.'" Gonzalez v. Wong, 667 F.3d 965, 987 (9th Cir. 2011).

III. Analysis

A. Defendant Knowingly and Voluntarily Waived his Right to Indictment and to Challenge Venue

Defendant argues that the Court lacks jurisdiction over this case because there is "no valid indictment." However, Defendant signed and filed a Waiver of Indictment on September 6, 2023. (CR Docket No. 12) Moreover, as set forth in detail above, the Court specifically questioned Defendant regarding this waiver, informing him of his right to be charged by an indictment by a grand jury and that he could waive that right and proceed based on the Information. (RT 9/19/23 at pp. 15-17.) In response, Defendant confirmed that he understood his right and wished to waive that right and proceed with his plea. (Id.).

Defendant also argues that the Court lacks jurisdiction because his offense did not occur in California. Defendant, however, knowingly and voluntarily waived venue under the terms of his plea agreement. The plea agreement – which Defendant acknowledged that he discussed in detail with his counsel and understood its terms – specifically states that Defendant:

> knowingly, voluntarily, and intelligently waives, relinquishes, and gives up: (a) any right that defendant might have to be prosecuted only in the district where the offense to which defendant is pleading guilty were committed, begun, or completed; and (b) any defense, claim or argument defendant could raise or assert based upon lack of venue with respect to the offense to which defendant is pleading guilty.

(CR Docket No. 7 at p. 12; RT 9/19/23 at p. 25.)[3/] The Court thus concludes that Defendant knowingly and voluntarily waived his right to be charged by indictment and to challenge venue in this matter.

[3/] It appears to the Court that Defendant may be confusing the discussion the Court had with the parties regarding the existence of an interstate wire to support the wire fraud charge and the entirely separate issue of venue that was knowingly waived in the plea agreement. (See CV Docket No. 13 at p. 14.)

B. Defendant's Guilty Plea was Knowing and Voluntary

Defendant next argues that he was coerced into pleading guilty based on a promise that his sentence in this criminal matter would run fully concurrent with the sentence in the EDTX case. Defendant also claims that this alleged promise was contained in a binding plea agreement. However, these claims are directly contradicted by the statements Defendant made under oath at his change of plea hearing. As set forth in detail above, at the change of plea hearing, Defendant represented that he understood the terms of his plea agreement, that he understood there were no promises made to him outside of what was represented in the agreement, and that no one had pressured or threatened him or anyone close to him to plead guilty pursuant to the agreement. The plea agreement is not binding, and the document specifically states so. The Court also made sure Defendant was aware that the Court was not a party to the plea agreement and was not bound by its terms, and that no one had promised he would receive a specific sentence. Defendant's after the fact allegations to the contrary are simply not credible.

C. There is no Ineffective Assistance of Counsel

Defendant argues that his trial counsel was ineffective because he advised Defendant to accept a plea deal based on "non-binding promises" from the government,[4/] failed to challenge the lack of indictment, and did not advise Defendant that venue was improper in California. However, Defendant knowingly and voluntarily waived indictment and any challenge to venue. Thus, having waived those arguments, Defendant's counsel was not ineffective for failing to raise them. Moreover, the record demonstrates that Defendant was aware of the non-binding nature of his plea agreement, as evidenced by his lengthy discussion with the Court regarding the sentencing process during his change of plea hearing. Lastly, at his sentencing, defense counsel argued for a concurrent sentence and, despite having reserved its right to argue against it, the Government did not object to a partially concurrent sentence. The Court then imposed the partially concurrent sentence.

Accordingly, Defendant's ineffective assistance claims lack merit both because Defendant has failed to show that his counsel's performance was deficient or that he suffered any prejudice as a result.

[4/] This argument directly contradicts Defendant's claim that the plea agreement was in fact binding, and that the agreement stated that he would receive a fully concurrent sentence.

D. Defendant was not Coerced into Dismissing his Appeal

Lastly, Defendant argues that government counsel coerced Defendant into dismissing his appeal by threatening to bring more charges should he go forward with his appeal. Defendant, however, was represented by counsel when he dismissed his appeal, and appellate counsel filed a Motion for Voluntary Dismissal of the Appeal on Defendant's behalf. Counsel also filed a declaration stating that after discussions with the government and Defendant regarding the merits of an appeal, Defendant had decided to dismiss.[5/] Also attached to the Motion was Declaration signed by Defendant, stating that "[h]aving been advised by my attorney of my appellate rights, what my specific appeal would entail, and the potential consequences of my appeal, I have decided that I do not wish to pursue my appeal." (Court of Appeal Docket No. 29.1, p. 6.) Defendant then stated that he was waiving his right to appeal and requesting dismissal. (Id.) The Court thus rejects Defendant's claim of coercion.

E. No Evidentiary Hearing is Warranted

Finally, the Court concludes that no evidentiary hearing on any of Defendant's claims is warranted. Defendant fails to show his allegations, when viewed against the record as a whole, state a claim for relief. Accordingly, the Court concludes that Defendant is not entitled to an evidentiary hearing. See, e.g., United States v. Mejia-Mesa, 153 F.3d 925, 929 (9th Cir. 1998) ("The district court has discretion to deny an evidentiary hearing on a § 2255 claim where the files and records conclusively show that the movant is not entitled to relief."); McQueary v. Blodgett, 924 F.2d 829, 833 (9th Cir. 1991) (no evidentiary hearing warranted where the pertinent facts are not in dispute).

[5/] The Court has reviewed the email correspondence between Defendant's appellate counsel and counsel for the government and disagrees with Defendant's characterization of the discussion as including threats or coercion. (CV Docket No. 14 at pp. 16-19.) To the contrary, the email correspondence reflects an open conversation between counsel for the government and Defendant regarding the potential consequences of pursuing an appeal in this matter. (CR Docket No. 13 at pp. 16-19.) Moreover, there is no dispute that had Defendant proceeded with his appeal he would have been in breach of his plea agreement given the appellate waiver both parties agreed to.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 24-8702 PA CR 23-408 PA	Date	December 23, 2024
Title	Adedayo Hakeem Sanusi v. United States of America		

Conclusion

For all of the foregoing reasons, Defendant's Motion is denied. To the extent that Defendant requests a certificate of appealability, that request is denied because Defendant has failed to make a substantial showing of the denial of a constitutional right. 28 U.S.C. § 2253(c)(2); see also See Miller-El v. Cockrell, 537 U.S. 322, 327 (2003); Williams v. Woodford, 384 F.3d 567 (9th Cir. 2004). Defendant's Motion for Immediate Release is also denied. (CV Docket No. 4.)

IT IS SO ORDERED.

Additional material from this filing is available in the Clerk's Office.