No. 25-

IN THE

Supreme Court of the United States

SHAMEEK J. HALLS, AKA JP, AKA MEEK,

Petitioner,

v.

UNITED STATES OF AMERICA,

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

This Court has held that, "[w]hen a plea rests in any significant degree on a promise or agreement of the prosecutor, so that it can be said to be part of the inducement or consideration, such promise must be fulfilled." *Santobello v. New York*, 404 U.S. 257, 262 (1971). Under *Santobello*, does the government violate a plea agreement, when it significantly deviates from its guidelines calculation in that agreement by seeking additional enhancements at sentencing based on information it had in its possession at the time of the guilty plea, without expressly warning the defendant prior to his plea that it may do so?

RELATED PROCEEDINGS

United States v. Halls, No. 22-360-cr (2d Cir. October 1, 2025).

United States v. Halls, 3:20-cr-77-TJM (N.D.N.Y) – Final judgment of conviction, entered on February 17, 2022, and amended on March 2, 2022.

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page(s)

Cases:

Constitutional Provisions:

Statutes & Other Authorities:

PETITION FOR A WRIT OF CERTIORARI

Petitioner Shameek Halls respectfully petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Second Circuit.

OPINIONS BELOW

The ruling by summary order of the United States Court of Appeals for the Second Circuit is available in the Lexis database at 2025 U.S. App. LEXIS 25443, and reprinted in the Petition Appendix ("Pet. App.", 1a-10a). The judgment of the United States District Court for the Northern District of New York is reproduced at (Pet. App. B 11a-17a).

STATEMENT OF JURISDICTION

The Court of Appeals for the Second Circuit entered final judgment on October 1, 2025. This Court has jurisdiction under 28. U.S.C. § 1254(1). Petitioner requested extensions to file this petition for a writ of certiorari on December 19, 2025 and January 15, 2026. This Court granted the extension requests on December 30, 2025 and January 20, 2026, respectively. Petitioner's time to file this writ of certiorari has been extended until March 2, 2026.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Fifth Amendment of the United States Constitution provides:

> No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property,

without due process of law; nor shall private property be taken for public use, without just compensation.

INTRODUCTION

The government violates a criminal defendant's right to due process when it breaks a promise in a plea agreement that induced a defendant to plead guilty. Indeed, in *Santobello*, this Court stated that, "[w]hen a plea rests in any significant degree on a promise or agreement of the prosecutor, so that it can be said to be part of the inducement or consideration, such promise must be fulfilled." *Santobello v. New York*, 404 U.S. 257, 262 (1971).[1] This petition raises the critical question of whether the government violates such a promise when it significantly deviates from its guidelines calculation in a plea agreement by seeking additional guidelines enhancements at sentencing, based on information it knew at the time of the plea and without expressly warning the defendant that it may do so.

In this case, based on the language of his plea agreement, Halls had the reasonable expectation that the government would not seek additional enhancements at sentencing beyond those set forth in his plea agreement. But without offering any justification for why it did so, the government sought two additional enhancements at sentencing based on information it indisputably knew at the time of his plea. By doing so, the government significantly increased Halls's guidelines range and ultimate sentence, and it breached his plea agreement. The Second Circuit, however, held otherwise in affirming the district court. That decision conflicts with other decisions in the Second Circuit, as well as decisions in other circuits, concluding that

[1] Unless otherwise noted, case text quotations omit all internal quotation marks, citations, alterations and footnotes.

the government violated plea agreements by altering its pre-plea guidelines calculation based on information it knew at the time of the plea. This Court should grant this petition to clarify that, under *Santobello*, the government violates a plea agreement when it engages in such conduct, at least in the absence of an express warning to the defendant that it may change its guidelines calculation based on information in its possession at time of the plea.

The question presented here is important and recurring. Plea negotiations are the key part of the criminal justice process for most defendants, considering the vast majority of criminal cases resolve in guilty pleas. If prosecutors may seek additional guidelines enhancements beyond those set forth in a plea agreement, based on information they knew at the time of the plea and without expressly warning a defendant they may do so, it will undermine the plea-bargaining process. When the government changes its calculation without warning or justification, it blindsides a defendant, leaving him believing that he gave up his constitutional rights for an empty promise. Such blindsided defendants are regularly seeking relief from the appellate courts. The lack of predictably highlighted in these cases has broad implications; it makes defendants hesitant to enter into agreements with the government, raises doubts about the integrity of the plea-bargaining process, and makes resolving cases through that process increasingly difficult. This Court should step in to bring clarity to that process with respect to the government's pre-plea guidelines calculation. It should make it clear that, at a minimum, if the government intends to preserve the option to alter the guidelines range in a plea agreement in

this manner, it must say so expressly. Otherwise, consistent with the principles that the government is held to meticulous standards in its plea agreements and all ambiguities in such agreements must be resolved against it, the government must stand by its promised guidelines calculation.

STATEMENT OF THE CASE

1. On March 2, 2020, a grand jury returned an indictment charging Halls with twenty counts of distribution and possession with intent to distribute controlled substances in violation of 21 U.S.C. §§ 841(a)(1), (b)(1)(C); one count of possession with intent to distribute a controlled substance in violation of 21 U.S.C. § 841(b)(1)(C); and one count of possession of firearms in furtherance of a drug trafficking crime in violation of 18 U.S.C. § 924(c)(1)(A)(i).

2. Halls entered into a plea agreement with the government on July 7, 2021. The plea agreement contained certain stipulations with the government regarding the sentencing guidelines calculation. As to the base offense level for the drug counts, the parties agreed Halls "is personally accountable for at least 1,000 kilograms but less than 3,000 kilograms of Converted Drug Weight in the charged offenses and relevant conduct, in that the defendant was personally involved with that quantity. *See* U.S.S.G. §§ 2D1.1 and 1B1.3." (A:28).[2] The stipulation corresponded to a base offense level of 30. *See* U.S.S.G. § 2D1.1(c)(5). With respect to relevant enhancements, Halls stipulated that "he maintained a premises for the purposes of distributing a

[2] Unless otherwise noted, record citations are to the Appendix filed with Halls's brief in the Second Circuit in *United States v. Halls*, No. 2-360-cr. "A" and "DE" mean appendix and docket entry, respectively.

controlled substance, resulting in a two-level increase under U.S.S.G. § 2D1.1[b](12)." (*Id.*). And, finally, regarding credit for acceptance of responsibility, the government agreed that it would recommend a three-level downward adjustment for the defendant's timely acceptance of responsibility in pleading guilty under U.S.S.G. § 3E1.1. (*Id.*). The government did not specify that any other guidelines enhancements would apply in the plea agreement.

Based on the plea agreement, and assuming Criminal History Category III, the guidelines calculation resulted in a total offense level of 29 on the drug counts, which corresponded to a range of imprisonment of 108 to 135 months. While the plea agreement did not clearly articulate that the 60-month mandatory minimum for his gun count was added to the bottom and top of the guidelines range, the effective guidelines range under the agreement was 168 to 195 months' imprisonment.

With respect to the government's guidelines calculation, the plea agreement stated that the guidelines range was "preliminary and [was] not binding on the parties to this agreement, the Probation Office, or the Court." (A:32). But then it immediately followed with two paragraphs describing *only* one way that the government's guidelines calculation could change. It stated the Probation Department's subsequent investigation of Halls's criminal history could affect the offense level the parties had stipulated to in the agreement. Specifically, the agreement stated:

> Any estimate of the defendant's offense level, criminal history category, and sentencing guidelines range provided before sentencing is preliminary and is not binding on the parties to this agreement, the Probation Office, or the Court. Until the Probation Office has fully

> investigated the defendant's criminal history, it is not possible to predict with certainty the defendant's criminal history category and, in some cases, the defendant's offense level.
>
> Under certain circumstances, the defendant's criminal history may affect the defendant's offense level under the federal sentencing guidelines. If the presentence investigation reveals that the defendant's criminal history may support an offense level different than an offense level stipulated in this agreement, the parties are not bound by any such stipulation as to the defendant's offense level and may advocate with respect to how the defendant's criminal history affects the offense level.

(A:32-33). The agreement thus indicated that the government would change its estimated offense level only based on new information regarding Halls's criminal history uncovered during the Probation Department's subsequent investigation. It did not expressly state that the government could change its guidelines calculation based on information it already had in its possession at the time of the guilty plea.

Regarding the government's discretion to recommend a sentence, the plea agreement stated that it had the discretion to argue for a particular guidelines offense level and range of imprisonment:

> Unless a stipulation in this agreement explicitly limits the government's discretion with respect to its recommendation at sentencing, this agreement does not prevent the government from urging the sentencing Court to find that a particular offense level, criminal history category, ground for departure, or guidelines range applies; from recommending a specific sentence within the applicable guidelines range as determined by the Court or as urged by the government; or, if the government deems appropriate, recommending that the Court impose a sentence above the applicable guidelines range.

(A:34). But this provision did not identify any basis, other than the Probation Department investigation described above, for the government to change its guidelines calculation in the plea agreement and argue for a higher guidelines range.

3. On July 7, 2021, Halls pleaded guilty. During the plea proceeding, the court asked the government whether it had "done a preliminary guideline calculation." (A:59). The government confirmed that it had done so. (*Id.*). Consistent with the plea agreement, it then stated:

> We estimate that Mr. Halls would be a total offense level of 32, with a criminal history category of III. Meaning his guideline range without acceptance would be 151 to 188. However, there would be an additional 5 years added to that for the 924(c) so essentially it would put the top of his guidelines without acceptance at 248 months. With acceptance his range would be 108 to 135, again adding the additional 5 years on top of that. That would take it to 195 as the top of his guidelines with acceptance.

(A:59-60). Notably, while the government indicated that the 60-month mandatory minimum increased the top of the guidelines range from 135 months to 195 months, it did not explain that the bottom of the guidelines range also increased by 60 months—a point the plea agreement similarly did not make clear. That left Halls with the impression that his guidelines range was 108 to 195 months. The district court did not confirm that Halls understood the guidelines calculation. It also did not explain to Halls nor confirm that he understood what a "preliminary guideline calculation" meant. The court then asked Halls if, having "heard about the potential statutory sentence and the guidelines," Halls "still wish[ed] to plead guilty." (A:62). Halls confirmed that he did. (*Id.*).

4. The Presentence Investigation Report ("PSR") did not adhere to the government's guidelines calculation in the plea agreement, which it articulated during the plea proceeding. Rather, it added two sentencing enhancements that drastically increased Halls's sentencing exposure under the guidelines. Just as in the

plea agreement, the PSR listed the base offense level as 30 under U.S.S.G. § 2D1.1(c)(5) and added the stipulated two-point enhancement for the stash house pursuant to U.S.S.G. § 2D1.1(b)(12). (PSR ¶¶ 28, 30). But it also applied a two-point credible-threat-of-violence enhancement under U.S.S.G. § 2D1.1(b)(2) and a two-point aggravating-role enhancement pursuant to U.S.S.G. § 3B1.1(c). (PSR ¶¶ 29, 32).

The PSR based these two new enhancements on information the government had provided to the Probation Department, which the government had in its possession at the time of the plea agreement and plea proceeding. It based the credible-threat enhancement on the report of an individual to law enforcement that the defendant had allegedly pointed a gun at the individual. (*See* PSR ¶¶ 12, 29; A:75; A:101). The government also supported that enhancement with firearms possession to which the "defendant admitted in his plea agreement." (A:75). The PSR based the aggravating-role enhancement on information that confidential sources and undercover law enforcement officers provided to the government, claiming that other individuals delivered Halls's drugs to them. (*See* PSR ¶¶ 9, 11; A:74-75). The government stated in its sentencing memorandum that the plea agreement itself supported this latter enhancement. (*See* A:74 (stating defendant's plea agreement "support[s] the imposition of the two-level aggravating role"); *id.* at A:74-75 (noting defendant admitted "in his plea agreement…[he] sent a female associate to sell drugs on his behalf")). Additionally, it cited a buy sheet from a November 29, 2018 controlled buy from an undercover officer, which allegedly showed that Halls had sent a female

driver to deliver drugs. (A:74-75, A:84-86; A:100-101). Thus, there is no real dispute that the government could have, but did not, include these sentencing enhancements in its guidelines calculation in the plea agreement and at the plea proceeding.

With the PSR's new guidelines enhancements, Halls's adjusted offense level rose to 36, which was reduced by three points for acceptance of responsibility, yielding a total offense level of 33. (PSR ¶¶ 28-38). That offense level was four points higher than the plea agreement's total offense level. With a criminal history category of III, the guidelines range of imprisonment was 168 to 210 months; adding a consecutive 60 months for the § 924(c) charge yielded an effective range of 228 to 270 months. (*Id.* ¶¶ 67-69). That was a significant increase in the guidelines range of 168 to 195 months in the plea agreement, and it drastically increased Halls's exposure under the guidelines. The bottom of the guidelines range increased by 60 months (5 years) from 168 months to 228 months. The top of the guidelines range increased by 75 months (6.25 years) from 195 months to 270 months.

5. In his sentencing memorandum and at sentencing, Halls objected to the two enhancements the PSR added. (A:88-91; A:97). In particular, Halls argued for the same guidelines calculation in the plea agreement: "an accurately calculated sentencing guideline offense of 29 that suggests a corresponding range of 108 to 135 months," which was the range set forth in the plea agreement and that the government articulated during the plea proceeding. (A:88; *see* A:92). He asserted that the Probation Department's "recommended offense level of 36 unfairly raises the offense level" based on the two new enhancements. (A:88; *see* A:91). He further argued

that the government had failed to adequately prove that these enhancements applied. (A:91-92). Halls re-raised his challenge to those enhancements at the sentencing hearing. (A:97).

6. Without any explanation for its decision, at sentencing, the government abandoned its guidelines estimate articulated in the plea agreement and at the plea hearing. Instead, it advocated for application of the two new enhancements in its sentencing memorandum and at sentencing, even though it did not include them in its prior estimate. (A:78-79; A:99-101). It recommended that the district court sentence Halls within the higher guidelines range calculated in the PSR. (*Id.*).

7. The district court adopted "the factual information and guideline applications" in the PSR. (A:107). Rejecting Halls's challenges to the new enhancements, it concluded his total offense level was 33, with criminal history category III, which yielded a guidelines range of 228 to 270 months' imprisonment. The court sentenced Halls squarely within that higher guidelines range, to a sentence of 240 months (20 years): 180 months on each of counts 1, 9, 19, and 21, to run concurrently, plus a consecutive 60 months on the § 924(c) count, followed by 3 years of supervised release. (A:108).

8. On appeal, among other things, Halls argued the government breached his plea agreement by advocating for additional guidelines enhancements and an increased guidelines range at sentencing, based on information it had in its possession at the time Halls entered his guilty plea. (DE:136 at 16-29). It argued that the government improperly induced his guilty plea with this lower guidelines range,

because the plea agreement did not expressly state that the government could seek such additional enhancements based on information known to it at the time. *Id*. To the contrary, the plea agreement indicated that the government would change its guidelines calculation based only on the Probation Department's subsequent investigation into this criminal history category. *Id*. Thus, when the government significantly increased its guidelines calculation at sentencing based on information in its possession, it violated Halls's reasonable expectation that the government would not do so. *Id*.

In response, the Second Circuit concluded that, Halls could not have reasonably relied on the government's estimated Guidelines range in the plea agreement, because the plea agreement "did not promise that the upward or downward adjustments discussed in the agreement were exclusive." (Pet. App. at 6a). To support its holding, the Second Circuit relied on its summary order in *United States v. McDermott*, 2024 U.S. App. LEXIS 31794, at *4 (2d Cir. Dec. 16, 2024), which it cited for the proposition that, "the government's mere agreement 'to certain sentencing data points' does not bind 'the government to argue for a sentence based only on the agreed upon data points.'" *Id*. And, in a footnote, it rejected Halls's primary argument on appeal that the plea agreement indicated there was only one way in which the government's plea estimate could change. (*Id*. at 7 n.3). It concluded that interpretation was "incorrect," because the agreement did not explicitly state that there was only one way the estimate could change, (*id.*), despite the clear implication of the language at issue and the impact such language had on Halls's

reasonable understanding of the agreement. Halls now petitions this Court for review.

REASONS FOR GRANTING THE PETITION

I. The Second Circuit's Decision was Wrong and It Conflicts with Other Circuit Authority

The Second Circuit incorrectly concluded that the government did not violate the plea agreement in this case. Halls had the reasonable expectation based on the language of the plea agreement that the government would not alter its guidelines calculation based on information it had in its possession at the time of his guilty plea. The Second Circuit's decision here conflicts with other Second Circuit decisions and authority from other circuits rejecting similar government conduct in those cases. This Court should grant this petition to resolve these conflicting decisions and to clarify that the government may not alter its pre-plea guidelines calculation in this manner, at least without expressly warning a defendant that it may do so.

A. The Second Circuit Incorrectly Held that the Government Did Not Violate the Plea Agreement

1. As this Court stated in *Santobello*, "[t]he disposition of criminal charges by agreement between the prosecutor and the accused, sometimes loosely called plea bargaining, is an essential component of the administration of justice." 404 U.S. at 260. "Disposition of charges after plea discussions is not only an essential part of the process but a highly desirable part for many reasons." *Id.* at 261.

> It leads to prompt and largely final disposition in most criminal cases; it avoids much of the corrosive impact of enforced idleness during pre-trial confinement for those who are denied release pending trial; it protects the public from those accused persons who are prone to continue criminal conduct even while on pretrial release; and, by shortening the

> time between charge and disposition, it enhances whatever may be the rehabilitative prospects of the guilty when they are imprisoned.

Id. "However, all of these considerations presuppose fairness in securing agreement between an accused and a prosecutor. *Id.*

"This phase of the process of criminal justice, and the adjudicative element inherent in accepting a plea of guilty, must be attended by safeguards to insure the defendant what is reasonably due under the circumstances." *Id.* "Those circumstances will vary, but a constant factor is that when a plea rests in any significant degree on a promise or agreement of the prosecutor, so that it can be said to be part of the inducement or consideration, such promise must be fulfilled." *Id.* Thus, "because plea bargains require defendants to waive fundamental constitutional rights, prosecutors are held to meticulous standards of performance." *United States v. Wilson*, 920 F.3d 155, 162 (2d Cir. 2019). Indeed, "[a]llowing the government to breach a promise that induced a guilty plea violates due process." *United States v. Thompson*, 403 F.3d 1037, 1039 (8th Cir. 2005). Accordingly, "[w]here a plea agreement is ambiguous, the ambiguities are construed against the government." *Id.*; *see United States v. Craig*, 142 F.4th 192, 196 (4th Cir. 2025) ("That scrutiny requires holding the Government to a greater degree of responsibility than the defendant…for imprecisions or ambiguities in plea agreements."); *United States v. Palladino*, 347 F.3d 29 32 (2d Cir, 2003)("[B]ecause the government ordinarily has certain awesome advantages in bargaining power, any ambiguities in the agreement must be resolved in favor of the defendant.").

2. This Court reviews "interpretations of plea agreements *de novo* and in accordance with principles of contract law." *Wilson*, 920 F.3d at 162. Courts have recognized that the government's estimate of the guidelines calculation in a plea agreement, known as a *Pimentel* estimate in the Second Circuit, is considered part of the inducement for a defendant to plead guilty, and the government's significant deviation from that estimate at sentencing may be a violation of the plea agreement. *See, e.g., Wilson*, 920 F.3d at 163 (citing *United States v. Pimentel*, 932 F.2d 1029, 1034 (2d Cir. 1991)); *United States v. Brown*, 5 F. 4th 913, 916 (8th Cir. 2021); *United States v. Murray*, 897 F.3d 298, 305-07 (D.C. Cir. 2018); *United States v. Munoz*, 408 F.3d 222, 227 (5th Cir. 2005).

3. To determine whether the government has breached its plea agreement by altering its *Pimentel* estimate, courts look to "both to the precise terms of the plea agreements and to the parties' behavior." *Wilson*, 920 F.3d at 163. The Court seeks "to determine what the reasonable understanding and expectations of the defendant were as to the sentence for which he had bargained." *Id.*; *see Murray*, 897 F.3d at 307. "In the specific context of an alleged breached *Pimentel* estimate—because a *Pimentel* is no more than that, an estimate—the Government does not violate a defendant's reasonable expectations simply because it deviates from the estimate." *Wilson*, 920 F.3d at 163. "A defendant's reasonable expectations may be breached, however, where the Government's deviation produces serious unfairness." *Id.* This occurs, for example, if "the Government's change of position (without new justifying facts) changed the defendant's exposure so dramatically as to raise doubts whether the

defendant could reasonably be seen to have understood the risks of the agreement." *Id.* This analysis focuses on "the defendant's reasonable expectations—rather than technical distinctions in semantics surrounding the *Pimentel* estimate." *Id.*

In conducting this analysis, courts have concluded that the government's general disclaimer language in plea agreements is not dispositive. *See id.* at 164; *United States v. Rivera*, 357 F.3d 290, 295 (3rd Cir. 2004). For instance, their decisions do not turn on language in plea agreements indicating that the government's guidelines calculation is an "estimate," which is "not binding" on the government, and that a defendant will not be able to withdraw his plea if the government "ultimately advocated for an offense level that is different from the estimate." *Wilson*, 920 F.3d at 163; *see Rivera*, 357 F.3d at 295 (rejecting claim that government's reservation of right "to take any position with respect to the appropriate sentence" precluded finding breach). Rather, the question is whether the language in the plea agreement left the defendant with the "'reasonable expectation that the Government would not press the Court for an enhanced offense level in the absence of new information.'" *Wilson*, 920 F.3d at 164 (quoting *Palladino*, 347 F.3d at 34); *id.* at 165 (concluding it was "logical" for defendant "to believe that the *Pimentel* estimate, and the Government's stance at the sentencing hearing, would not be altered in the absence of new information"). Courts also examine how significantly the government's changed guidelines calculation increased the defendant's exposure and whether the increased guidelines calculation appears to have impacted the defendant's ultimate sentence. *See id.* at 164-65.

4. Here, Halls had the reasonable expectation that the government would not change its guidelines calculation in the plea agreement and at the plea hearing based on information it was aware of at the time of the guilty plea. In the plea agreement, the parties entered into stipulations regarding the defendant's guidelines calculation, which yielded a total offense level of 29 and a guidelines range 168 to 195 months, including the 60-month mandatory minimum. The plea agreement advised that this estimate was "not binding on the parties to this agreement, the Probation Office, or the Court." (A:32). But then it immediately followed that statement with two paragraphs describing *only* one way in which the government's plea estimate could change: the Probation Department's subsequent investigation into Halls's criminal history calculation. *See id.* Specifically, it stated:

> Any estimate of the defendant's offense level, criminal history category, and sentencing guidelines range provided before sentencing is preliminary and is not binding on the parties to this agreement, the Probation Office, or the Court. Until the Probation Office has fully investigated the defendant's criminal history, it is not possible to predict with certainty the defendant's criminal history category and, in some cases, the defendant's offense level.
>
> Under certain circumstances, the defendant's criminal history may affect the defendant's offense level under the federal sentencing guidelines. If the presentence investigation reveals that the defendant's criminal history may support an offense level different than an offense level stipulated in this agreement, the parties are not bound by any such stipulation as to the defendant's offense level and may advocate with respect to how the defendant's criminal history affects the offense level.

(A:32). The agreement described no other basis for the government to change its guidelines calculation, and it did not expressly state that the government could change its calculation based on information it had in its possession at the time of the

plea. The agreement thus left Halls with the reasonable expectation that the government would not change its calculation provided before sentencing, unless the Probation Department's subsequent investigation uncovered new information about his criminal history.

The government's later disclaimer language that the agreement "does not prevent [it] from urging the sentencing Court to find a particular offense level, criminal history category, ground for departure, or guidelines range applies" does not change this reasonable expectation. Indeed, when read in conjunction with the foregoing provisions, that statement is best understood as confirming that the government had the right to argue for a higher offense level, criminal history category or guidelines range, if its calculation changed based on the Probation Department's subsequent investigation into Halls's criminal history. *See Palladino*, 347 F.3d at 32 ("[A]mbiguities in the agreement must be resolved in favor of the defendant."); *Rivera*, 357 F.3d at 295 (quoting *Corbin on Contracts* § 24.23 (revised ed. 1998) ("If the apparent inconsistency is between a clause that is general and broadly inclusive in nature and one that is more limited and specific in its coverage, the more specific should be held to prevail over the more general term.")).

The colloquy regarding the government's guidelines calculation during the plea proceeding also did nothing to alter Halls's reasonable expectation in this regard. While the district court asked for the government's "preliminary guideline calculation," the district court did not confirm that he understood what a "preliminary" calculation meant. Moreover, neither the district court nor the

prosecutor explained to Halls how or why that "preliminary" calculation could change and, in particular, that it could change for a reason other than new information the Probation Department uncovered regarding his criminal history. (A:59; A:61). The district court simply stated it was "not bound" by any sentencing recommendation in the plea agreement and that Halls would not be entitled to withdraw his plea if the Court rejected that non-binding recommendation. (A:59; A:61). But that statement did not explain to Halls why the *government* might change its calculation, nor did that statement alter Halls's reasonable expectation based on the terms of the agreement regarding the limited circumstances under which such a change could occur. Accordingly, Halls reasonably believed the government would not alter the guidelines calculation it stated at the plea hearing (168 to 195 months), in the absence of new criminal history information from the Probation Department. Halls specifically confirmed that he wanted to plead guilty after hearing that estimate on the record. (A:62).

Yet, the government violated Halls's reasonable expectation, when it sought two new enhancements at sentencing, which it could have sought, but did not seek, in the plea agreement. Based on certain stipulations in Halls's plea agreement and information from confidential sources and undercover officers developed during its investigation, the government sought a two-point credible-threat enhancement and a two-point aggravating-role enhancement. These enhancements are indisputably based on information the government had at the time of the plea. Their inclusion in the guidelines calculation drastically increased Halls's sentencing exposure under the

guidelines from a range of 168 to 195 months to a range of 228 to 270 months. That is an increase of 60 months (or 5 years) in the low end of the guidelines and an increase of 75 months (6.25 years) in the high end. The district court sentenced Halls to 240 months' imprisonment, which was squarely within the government's increased range. The government's deviation from its *Pimentel* estimate, which induced Halls to plead guilty, thus "produced serious unfairness" to him at sentencing. *Wilson*, 920 F.3d at 167. Having made the determination to exclude these enhancements from that estimate, "and having presented that determination to [Halls] in the context of his agreeing to plead guilty, the Government yielded much of its freedom to incorporate these enhancements later." *Id.* It should not have sought them, based on the terms of Halls's plea agreement. But that is exactly what the government did, and it has offered no explanation for this bait-and-switch at all, other than to claim that it did not act in "bad faith," without any facts to backup that claim.

5. The Second Circuit's rationale in support of its contrary holding is not persuasive. To begin with, the Second Circuit addressed Halls's primary argument in a footnote with little explanation or analysis, other than to state that Halls's interpretation of the plea agreement was "incorrect," because the plea agreement did not explicitly state there was only one reason for which the government would change its guidelines estimate. (Pet. App. at 7a n.6). But that conclusion flips the burden on its head here, requiring the defendant to identify an express statement in the agreement to support his construction of it, despite the court's obligation to strictly construe the agreement against the government. There is only one way identified in

plea agreement that the government's *Pimentel* estimate would change, and the plea agreement does not expressly state that the government may change its estimate for any other reason. That language indicates that the government would not seek additional enhancements that it could have sought, but did not seek, based on information it had in its possession at the time of the plea.

Had the government wanted the ability to make changes to its guidelines calculation at its whim, it could have drafted the agreement to so state. In fact, the government could have easily added language to the agreement that clarified that the government could change its calculation for any reason; such language is now common in plea agreements throughout the Second Circuit. *See, e.g., United States v. Derounian*, 2022 U.S. App. LEXIS 2178, at *5 (2d Cir. Jan. 25, 2022) (quoting plea agreement, stating "[i]f the Guidelines offense level advocated by the Office…is, for any reason, including an error in the estimate, different from the estimate, the defendant will not be entitled to withdraw the plea and the government will not be deemed to have breached this agreement."). For whatever reason, though, the government chose not to include that clear language here, and the result was that the plea agreement misled Halls. At best for the government, the plea agreement is ambiguous on this point, and ambiguities in the agreement "must be resolved in favor of the defendant," given the government's "awesome advantages in bargaining power," *Palladino*, 347 F.3d at 32. Halls should not have to bear responsibility for the government's poor drafting decisions, when it holds all the cards when drafting plea

agreements. *See Rivera*, 357 F.3d at 295 ("[T]he United States may not rely upon a rigidly literal approach to the construction of the terms of the plea agreement.").

The Second Circuit also concluded that the government's oral estimate at the plea hearing did not induce Halls's guilty plea, because he signed the agreement before the government made the estimate. (Pet. App. at 6a). Not so. Halls pleaded guilty based on his understanding of the guidelines range from the plea agreement, which was the same guidelines range the government articulated at the plea hearing. And, he specifically confirmed his desire to plead guilty, after having "heard about the potential statutory sentence and guidelines" range at the plea hearing. (A:62). There can be no serious dispute that Halls understood his guidelines range to be the range set forth in his plea agreement and the same range later articulated at the plea hearing, because no other potential guidelines range had been articulated to him prior to his plea.

For this same reason, the Second Circuit incorrectly concluded that the stipulations to the sentencing enhancements in the plea agreement reflected the government's "mere agreement to certain sentencing data points," which were "not exclusive." (Pet. App. at 6a). That conclusion does not square with the record. The record shows that the parties believed those enhancements were the only ones that applied at the time of the plea. That is why the government's guidelines calculation at the plea hearing reflected only those enhancements. The government was not free to simply discard that calculation and argue for additional enhancements at sentencing, contrary to the parties' reasonable understanding of the agreement. *See*

Munoz, 408 F.3d at 228 ("[T]his court rejects the Government's position that it was free to urge the abuse-of-trust enhancement because the plea agreement was silent about the enhancement."). Nor does the court's conclusion reflect the realities of plea negotiations, during which the defense specifically seeks to have the government set forth an accurate estimate of the guidelines range in the plea agreement, so that the defendant fully understands the agreement to which he is pleading and is not later surprised to learn he faces a longer sentence. *See Wilson*, 920 F.3d at 163 (stating purpose of providing *Pimentel* estimate is to "reduce blindsided defendants' claims of unfair surprise"). "Indeed, the purpose of including an estimated Guidelines range in a plea agreement is to predict, for the benefit of both the defendant and the government, the range that will be used at sentencing." *Murray*, 897 F.3d at 305. "If the parties had known from the get-go that the Estimated Guidelines Range would be wrong at the time of sentencing, it would not have been of much assistance to the court—or to the parties in deciding whether to enter into the plea agreement." *Id.* The parties here thus did not enter into this plea agreement believing that the guidelines stipulations set forth therein were mere "data points"—a floor on which the government was free to pile additional enhancements.

Finally, the Second Circuit asserted the government's *Pimentel* estimate was not part of the plea agreement. (Pet. App. at 6a). But the plain language of the agreement says otherwise. The plea agreement specifically addresses "*any estimate* of the defendant's offense level, criminal history category, and sentencing guidelines range *provided before sentencing*," and it then goes onto describe the limited

circumstances under which that estimate could change. (A:33). Moreover, the plea agreement contemplates oral "terms . . . confirmed on the record before the Court." (A:41). Therefore, when the government articulated its guidelines calculation at the plea hearing, it confirmed a specific term of the plea agreement, which was specifically contemplated therein. The government violated that agreement, when it changed its estimate without any new justifying facts.

B. The Second Circuit's Decision Conflicts with Other Circuit Authority

1. The Second Circuit's decision in this case conflicts with other Second Circuit decisions, as well as decisions from other circuit courts, demonstrating the need for this Court to step in to clarify the law. The Second Circuit has typically required an express statement in the plea agreement that the government may deviate from its *Pimentel* estimate based on information already in its possession; otherwise, it has rejected government efforts to seek additional enhancements at sentencing. In fact, nearly 20 years ago, the Second Circuit admonished the government to advise pleading defendants of "its right to change its position on the basis of new information not yet known to the prosecution, and to warn as clearly as possible that the furnishing of a *Pimentel* estimate will not bar the government from making good-faith changes to its position, *even as to information already in its possession, if, for instance, further study shows the applicability of guidelines provisions not considered in making the estimate*." *United States v. Habbas*, 527 F.3d 266, 271 n.1 (2d Cir. 2008) (emphasis added).

2. In many cases, the Second Circuit has held the government to that exacting standard in plea agreements. Where the government has clearly warned a defendant that it may change its estimate based on information in its possession at the time of the plea, it has concluded the government did not violate the agreement. *See, e.g.*, *United States v. Hotaling*, 2025 U.S. App. LEXIS 21400, at *4-5 (2d Cir. Aug. 21, 2025) (no breach where government stated guidelines calculation was "just an estimate" and "cautioned [the defendant] that should it prove to be incorrect, he would not be allowed to withdraw his plea"); *McDermott*, 2024 U.S. App. LEXIS 31794, at *4 (no breach where government warned "this estimate is just that, an estimate, and if I am incorrect, it does not give the defendant the ability to withdraw his plea"); *Derounian*, 2022 U.S. App. LEXIS 2178 at *7 (no breach where agreement stated guidelines offense level at sentencing could be different for "any reason"); *Habbas*, 527 F.3d at 270 (no breach where the government "clearly stated that the range set forth was merely a non-binding estimate and warned in several different ways that the government was likely to advocate for a higher sentence"). But where the government has failed to administer such a clear warning to the defendant, the Second Circuit has held that the government failed to live up to the terms of the agreement when it raised its guidelines calculation. *See, e.g., Wilson*, 920 F.3d at 165 (breach where plea agreement indicated government "would change its position only if new information became known to the Government after the date of the plea agreement"); *Palladino*, 347 F.3d at 34 (breach where language of plea agreement indicated government's calculation would not be altered in absence of new

information). Halls received no clear warning in his plea agreement or at the plea hearing that the government could change its guidelines estimate based on information it has in its possession at the time of the plea. The decision in this case, therefore, conflicts with the approach the Second Circuit has taken in other cases presenting such a clear warning.

3. The Second Circuit's decision here likewise conflicts with authority in other circuits concluding the government violated plea agreements by altering its pre-plea guidelines calculation based on information known prior to the plea. *See, e.g.*, *Craig*, 142 F.4th 192, 198 (concluding government breached plea agreement "when it sought enhancements based on facts not contained" therein); *Brown*, 5 F. 4th at 916 ("[T]he Government advocated for a different applicable guidelines section and higher base offense level than it had agreed to, thus breaching the plea agreement."); *Murray*, 897 F.3d at 451 ("[T]he best reading of the agreement is that the parties understood the Estimated Guidelines Range would be the final Guidelines range at sentencing, absent any material changes in known circumstances."); *United States v. Shelton*, 179 Fed. Appx. 809, 812 (3d Cir. 2006) ("[T]he Government's statements violated both the letter and the spirit of the Agreement because they advocated a higher base offense level than the one stipulated to in the Agreement, contrary to what Mr. Shelton reasonably understood the terms of the Agreement to be when entering the plea of guilty."); *Munoz*, 408 F.3d at 227 ("[T]he government implicitly promised not to argue for an enhancement that was not part of the plea agreement. Urging an enhancement that was not part of the agreement constituted a breach."); *Rivera*, 357 F.3d at 295

("Because the Offense Level *was* specifically stipulated to, whereas the government's right to advocate for a role enhancement was not, the government's endorsement of an enhancement that would raise the Offense Level above the stipulated level contravened the agreement.").

4. These conflicting decisions demonstrate that, within the Second Circuit and among the other circuits, there is inconsistency in the application of this Court's decision in *Santobello*, regarding whether a prosecutor violates a plea agreement when it increases its pre-plea guidelines calculation based on information it had at the time of the plea. Moreover, these conflicting decisions raise a fundamental question about what it means for courts to hold the government to meticulous standards when enforcing plea agreements and, specifically, what it means to construe ambiguity in a plea agreement against the government. This Court should step in to clarify the government must expressly warn a defendant prior to his guilty plea that it may raise its guidelines estimate in a plea agreement based on information it already knows; otherwise, it may not do so without violating the agreement and the defendant's right to due process.

II. The Question Presented is Important and Recurring and There is a Pressing Need to Resolve the Conflict.

1. "[O]urs is for the most part a system of pleas, not a system of trials." *Missouri v. Frye*, 566 U.S. 134, 143 (2012) (quoting *Lafler v. Cooper*, 566 U.S. 156, 157 (2012)). Plea bargains are "central to the administration of the criminal justice system," because the overwhelming majority of criminal cases in the federal and state systems end in guilty pleas. *Id.* "In today's criminal justice system, therefore, the negotiation

of a plea bargain, rather than the unfolding of trial, is almost always the critical point for the defendant." *Id.* at 144. It is thus "important—for the government, the defendant, and the functioning of the system—that [plea agreements] be enforced." *United States v. Farias-Contreras*, 104 F.4th 22, 25 (9th Cir. 2024).

"Pleading guilty is…a weighty decision for a defendant, who typically agrees to waive important constitutional rights in exchange for the government's promise to lends it prestige to the defendant's requested sentence, and with it the added potential to influence the district court to accept the agreed-upon sentence." *United States v. Acevedo-Osorio*, 118 F.4th 117, 127 (1st Cir. 2024). "[P]rotecting defendants from forsaking their fundamental trial rights in exchange for empty promises and preserving faith in the plea-bargaining process is exactly why [courts] hold prosecutors to the most meticulous standards of promise and performance in the execution of plea agreements." *United States v. Melendez-Rivera*, 139 F.4th 83, 90 (1st Cir. 2025). "Indeed, the government may not merely pay lip service to the plea agreement, reaffirming a promise to the defendant out of one side of its mouth but trying to subvert it out of the other side." *Id.* "[B]reach of a plea agreement by a prosecutor strikes at public confidence in the fair administration of justice and, in turn, the integrity of our criminal justice system in which a vast number of cases are resolved by plea agreement." *Rivera*, 357 F.3d 290, 294.

2. The question presented here is of the utmost importance. If prosecutors can seek additional guidelines enhancements beyond those set forth in the plea agreement, based on information they knew at the time of the plea and without

expressly warning a defendant they may do so, it will undermine the plea-bargaining process. Plea-bargaining over the guidelines range in the plea agreement is a key part of that process; in fact, it may be the most important part of the plea-bargaining process from a defendant's perspective. *See Frye*, 566 U.S. at 144 ("To a large extent horse trading between prosecutor and defense counsel determines who goes to jail and for how long. That is what plea bargaining is. It is not some adjunct to the criminal justice system; it *is* the criminal justice system."). The guidelines range in the plea agreement not only sets a defendant's reasonable expectation for his sentence, but it is the sentencing range that a defendant expects will anchor the district court's evaluation of the factors under 18 U.S.C. § 3553(a). When the government significantly changes that calculation without warning or justification after the guilty plea, it not only blindsides a defendant, leaving him with the belief that he gave up his constitutional rights for "empty promises" and "lip service," but it also undermines faith in the plea-bargaining system.

Prudent defense counsel must advise clients that the guidelines calculation in the plea agreement is meaningless; it can be changed at the whim of the prosecutor—who need not offer any reason for doing so—and it should in no way affect the defendant's decision to plead guilty, because the guidelines range may be much, much higher. Such advice understandably leaves defendants asking why they should accept the prosecutor's deal and if defense counsel's "horse trading" over the guidelines range during plea negotiations mattered at all. For prosecutors, the freedom to change the guidelines range after the plea creates negative incentives to low-ball the

guidelines range during plea negotiations, knowing that they can simply seek additional enhancements at sentencing without having to explain themselves, after they have induced a defendant to sign on the dotted line. This lack of predictably attendant to the guidelines calculation makes defendants hesitant to enter into plea agreements, undermines their faith in the plea-bargaining process, and makes resolving cases through the plea-bargaining process increasingly difficult. Thus, at a minimum, if the government seeks to preserve the ability to change the guidelines range in a plea agreement based on information it already knows at the time of the plea, it must expressly say so. It is no one's interest to have a defendant leave a sentencing feeling that he gave up his constitutional right to a trial in a bait-and-switch.

3. Yet, recent appellate court decisions indicate that defendants regularly feel that way and regularly raise this issue on appeal. *See, e.g.*, *Brown*, 5 F. 4th at 916; *Murray*, 897 F.3d at 451; *Shelton*, 179 Fed. Apps. 809 (3d Cir. 2006); *Munoz*, 408 F.3d at 227; *Rivera*, 357 F.3d at 295. For instance, the Second Circuit addressed this issue at least three times since December 2024, including in this case. *See Hotaling*, 2025 U.S. App. LEXIS 21400, at *5; *McDermott*, 2024 U.S. App. LEXIS 31794, at * 2; *see also Wilson*, 930 F.3d at 163 ("Whether the Government breaches a plea agreement when it later advocates for a higher sentence than that contained in the plea agreement—based on information that the Government knew about at the time the plea was negotiated—is not an unfamiliar issue in this Circuit."). Accordingly, this Court should step in to clarify whether, under its decision in *Santobello*, the

government must be held to the guidelines range in the plea agreement in these circumstances and directed to specifically perform that agreement at resentencing. *See id.* at 168. Resolution of this issue will bring much needed clarification to the law surrounding the government's guidelines calculation during the plea-bargaining process—a key consideration during the critical stage of the justice system. This Court should decide it.

III. This Case Squarely Presents the Question

1. This case arises on direct appeal. There are no jurisdictional problems and no factual disputes. The record is not voluminous. And, the question presented is outcome determinative, because the Second Circuit's holding on this issue turned entirely on its determination that the government did not breach the plea agreement. It is also clear that the government's breach of the plea agreement was not harmless. The district court sentenced Halls within the higher guidelines range the government sought, not the range articulated in his plea agreement and at his plea hearing. This Court has previously instructed that, "in the ordinary case a defendant will satisfy his burden to show prejudice by pointing to the application of an incorrect, higher Guidelines range and the sentence he received thereunder." *Molina-Martinez v. United States*, 578 U.S. 189, 210 n.4 (2016). Accordingly, if the government violated the plea agreement, Halls has established prejudice and his sentence must be vacated. This case thus squarely raises the question presented.

2. The government argued below that Halls's claim was unpreserved and, therefore, should be reviewed only for plain error. (DE: 159 at 26-27). Its argument was wrong. "If a defendant objects at a sentencing hearing in a manner which fairly

alerts the court and opposing counsel to the nature of the claim, the objection is sufficient to preserve the argument on appeal, even if the defendant fails to raise a specific rationale for the objection." *Derounian*, 2022 U.S. App. LEXIS 2178, at *2 (citing *Wilson*, 920 F.3d at 162). For instance, in *Wilson*, the Second Circuit concluded the defendant's objection was preserved where he "objected multiple times to the Government's change in position[,] . . . made clear that he was objecting to the 'drastic modification of the original advisory guidelines,' . . . and that he ought to be sentenced according to the 'original guideline range' contained in the plea agreement." 920 F.3d at 162.

While the Second Circuit did not decide this issue, *see* (Pet. App. at 5a n.2), Halls raised similar objections to those raised in *Wilson*, arguing multiple times against the new enhancements that had not been included in his plea agreement. (*See* A:88). He asserted that the two new enhancements "unfairly raise[d] the offense level," and he argued for "an accurately calculated guideline offense of 29 that suggests a corresponding range of 108 to 135 months," which was the range set forth in the plea agreement and that the government articulated at sentencing. (A:88). These objections were "sufficient to apprise the court and opposing counsel of the nature of [the defendant's] claims regarding the impropriety of the Government's change in position." 920 F.3d at 162; *see Derounian*, 2022 U.S. App. LEXIS 2178, at *3 ("Because defense counsel's arguments sufficed to alert the government that defense counsel was objecting to the higher sentence sought, the objection was preserved for appeal…."). This Court thus should review for harmless error. In any

event, even if this Court reviewed for plain error, Halls would satisfy it. *See* (DE: 172 at 11-12); *United States v. Vonn*, 535 U.S. 55, 63 (2002) (articulating plain-error standard). This petition therefore presents an ideal vehicle for resolving the question presented.

CONCLUSION

For the foregoing reasons, this Court should grant the petition for a writ of certiorari.

Dated: March 2, 2026

Respectfully submitted

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APPENDIX

TABLE OF APPENDICES

Page

22-360-cr
United States v. Halls

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF APPELLATE PROCEDURE 32.1 AND THIS COURT'S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION "SUMMARY ORDER"). A PARTY CITING A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 1st day of October, two thousand twenty-five.

PRESENT:

MICHAEL H. PARK,
MYRNA PÉREZ,
SARAH A. L. MERRIAM,
Circuit Judges.

UNITED STATES OF AMERICA,

Appellee,

v. 22-360-cr

SHAMEEK J. HALLS, AKA JP, AKA MEEK,

Defendant-Appellant.

FOR APPELLEE: JOSHUA ROTHENBERG, Assistant United States Attorney, *for* Carla B. Freedman, United States Attorney for the Northern District of New York, Syracuse, NY

FOR DEFENDANT-APPELLANT: MICHAEL P. ROBOTTI (Philip I. Tafet, *on the brief*), Ballard Spahr LLP, New York, NY

Appeal from a judgment of the United States District Court for the Northern District of New York (McAvoy, *J.*).

UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the judgment of the district court is **AFFIRMED** in part and **VACATED AND REMANDED** in part.

Shameek J. Halls pled guilty under a plea agreement to crimes stemming from his drug-dealing operation in Binghamton, New York. He was sentenced to a term of 240 months' imprisonment. He now appeals, arguing that (1) the district court erred in accepting his guilty plea because it did not comply with certain requirements under Federal Rule of Criminal Procedure 11, (2) the government breached the plea agreement, and (3) the district court erred in imposing two discretionary conditions of supervised release in the written judgment that it did not orally pronounce at sentencing. We assume the parties' familiarity with the underlying facts, the procedural history, and the parties' arguments on appeal.

The district court did not err in accepting Halls's guilty plea. To the contrary, the district court took sufficient steps to ensure that Halls understood the statutory penalties he was facing. Moreover, the government did not breach its plea agreement with Halls. The terms of the agreement make clear that it did "not prevent the government from urging the sentencing Court to find that a particular offense level, criminal history category, ground for departure, or guidelines range applies." App'x at 34. In light of our recent ruling in *United States v. Maiorana*, --- F.4th ---, 2025 WL 2471027 (2d Cir. Aug. 28, 2025), however, we conclude that the district court erred in imposing discretionary conditions of supervised release that it did not orally pronounce at the sentencing hearing. A defendant's right to be present during sentencing "requires that all non-

mandatory conditions of supervised release," including both standard and special conditions, "be pronounced at sentencing." *Id.* at *4.

I. The District Court Did Not Err in Accepting Halls's Guilty Plea

"Rule 11 provides that 'the court must address the defendant personally in open court' and 'must inform the defendant of, and determine that the defendant understands' a long list of things, . . . including 'any maximum possible penalty' and 'any mandatory minimum penalty.'" *United States v. Johnson*, 850 F.3d 515, 522 (2d Cir. 2017) (quoting Fed. R. Crim. P. 11(b)(1)).

"We apply plain error review under Rule 52(b) of the Federal Rules of Criminal Procedure to examine alleged violations of Rule 11 that were not objected to at the time of the plea." *Tellado v. United States*, 745 F.3d 48, 53 (2d Cir. 2014) (quotation marks omitted).[1] To establish plain error, a defendant must demonstrate that: "(1) there is an error; (2) the error is clear or obvious, rather than subject to reasonable dispute; (3) the error affected the appellant's substantial rights, which in the ordinary case means it affected the outcome of the district court proceedings; and (4) the error seriously affects the fairness, integrity or public reputation of judicial proceedings." *United States v. Marcus*, 560 U.S. 258, 262 (2010) (cleaned up).

Here, the district court asked the government to "please tell Mr. Halls and the Court what the maximum penalty would be for the counts involved." App'x at 58. The government explained the maximum penalties for each count, including a discussion of supervised release, special assessments, and forfeiture. *See id.* at 58-59. The district court then explained the Sentencing Guidelines and asked whether Halls understood what it had "just said about the

[1] Both parties agree that Halls failed to object at the change-of-plea hearing.

sentencing guidelines." *Id.* at 59. At that time, the district court did not ask Halls whether he understood the government's explanation of the statutory penalties. *See id.*

This was not plain error. First, we have "never held . . . that delegating to the Government the responsibility for explaining the applicable penalties constitutes reversible error under Rule 11." *United States v. Rodriguez*, 725 F.3d 271, 276 n.2 (2d Cir. 2013). Second, although it might have been "preferable" for the district court to ask Halls directly whether he understood the statutory penalties immediately following the government's recitation, the district court *did* ensure that Halls understood the statutory penalties. *Id.* at 277. For example, before accepting Halls's plea, the district court asked a series of questions about whether Halls had discussed the plea agreement—which contained the statutory penalties—with his attorney, discussed the consequences of pleading guilty with his attorney, signed the agreement, and understood it. *See* App'x at 60, 63. The district court also asked: "Now that you've heard about the potential statutory sentence and the guidelines, do you still wish to plead guilty?" *Id.* at 62. Halls responded: "Yes." *Id.* The district court thus properly found that Halls "underst[ood] the charges against him and the consequences of pleading guilty." *Id.* at 64.

II. The Government Did Not Breach the Plea Agreement

"We review interpretations of plea agreements *de novo* and in accordance with principles of contract law." *United States v. Wilson*, 920 F.3d 155, 162 (2d Cir. 2019) (quotation marks omitted). We "look to what the parties reasonably understood to be the terms of the agreement to determine whether a breach has occurred." *United States v. Rivera*, 115 F.4th 141, 146 (2d Cir. 2024) (quotation marks omitted). This involves examining "the precise terms of the plea agreements" and "the parties' behavior." *Id.* (quotation marks omitted). Because plea

agreements affect a defendant's "fundamental constitutional rights," we "construe plea agreements strictly against the government" and hold prosecutors "to meticulous standards of performance." *Wilson*, 920 F.3d at 162 (quotation marks omitted).[2]

"At sentencing, the government sought a two-point credible-threat enhancement and a two-point aggravating-role enhancement," which ultimately increased Halls's Guidelines range from 168 to 195 months to a range of 228 to 270 months. Appellant's Br. at 23-24. But Halls's argument that this violated his plea agreement fails.

Halls's plea agreement lists the statutory maximum and minimum penalties for the offenses to which he agreed to plead guilty. *See* App'x at 23-24. In addition, the plea agreement contains certain sentencing stipulations, including that "[t]he parties agree that the defendant is personally accountable for at least 1,000 kilograms but less than 3,000 kilograms of Converted Drug Weight in the charged offenses and relevant conduct," that Halls "admits that he maintained a premises for the purpose of distributing a controlled substance, resulting in a two-level increase under [United States Sentencing Guidelines ("U.S.S.G.")] § 2D1.1(12)," that the government would "recommend a 2-level downward adjustment to the applicable federal sentencing guidelines offense level pursuant to U.S.S.G. § 3El.l(a)" if Halls demonstrated acceptance of responsibility and did not commit further crimes after signing the agreement, and that the government would "move for a 1-level downward adjustment to the applicable federal sentencing guidelines offense

[2] If the defendant failed to object in the district court, we review "[a]n argument that the government breached a plea agreement . . . for plain error." *Rivera*, 115 F.4th at 146. The parties disagree over whether plain error is the proper standard of review here. But we need not resolve that issue because Halls cannot show that the government breached the plea agreement under any standard of review, as discussed below.

level pursuant to U.S.S.G. § 3E1.1(b) if the government is convinced that the defendant has accepted responsibility within the meaning of U.S.S.G. § 3E1.1(a) and further assisted authorities in the investigation or prosecution of the defendant's own misconduct." *Id.* at 28 (cleaned up).

The plea agreement did not include an estimate of Halls's total offense level or calculate an estimated Guidelines range. It is true that the government estimated a Guidelines range at the change-of-plea hearing on July 7, 2021 at the request of the district court, but Halls had already knowingly and voluntarily signed the plea agreement on June 15, 2021. Moreover, the district court emphasized at the hearing that "sometimes the Court can sentence you above the guidelines or below the guidelines, or even outside of the guidelines, depending upon the facts, the circumstances, and the law that's presented to the Court at or about the time of sentencing." App'x at 59.

Similarly, the plea agreement itself did not promise "that the upward or downward adjustments discussed in the agreement were exclusive." *United States v. McDermott*, No. 24-511, 2024 WL 5114132, at *2 (2d Cir. Dec. 16, 2024) (summary order); *see also United States v. Lenoci*, 377 F.3d 246, 258 (2d Cir. 2004) (noting that a defendant could not "cite any provision in the plea agreement" precluding the government from arguing for a particular upward adjustment, "for there is no such provision"). And the government's mere agreement "to certain sentencing data points" does not bind "the government to argue for a sentence based only on the agreed upon data points." *McDermott*, 2024 WL 5114132, at *2; *see United States v. Hotaling*, Nos. 24-434, 24-436, 2025 WL 2416346, at *2 (2d Cir. Aug. 21, 2025) (summary order) (similar). In fact, the plea agreement here explicitly stated: "Any estimate of the defendant's offense level, criminal history category, and sentencing guidelines range provided before sentencing is preliminary and

is not binding on the parties to this agreement, the Probation Office, or the Court." App'x at 32. It also stated that, absent a stipulation "explicitly limit[ing] the government's discretion with respect to its recommendations at sentencing," the government retained the right to "urg[e] the sentencing Court to find that a particular offense level . . . or guidelines range applies." *Id.* at 34.[3]

Halls thus could not have reasonably relied on the government's estimated Guidelines range at the change-of-plea hearing.

III. The District Court Erred in Imposing Discretionary Conditions of Supervised Release It Did Not Orally Pronounce at Sentencing

"It is a question of law whether the spoken and written terms of a defendant's sentence differ impermissibly." *United States v. Washington*, 904 F.3d 204, 207 (2d Cir. 2018).[4] Halls argues that the district court erred in including two non-mandatory conditions of supervised

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[3] Halls's argument that the plea agreement's limitations were ineffective because they were followed by "two paragraphs describing *only* one way in which the government's plea estimate could change" fails. Appellant's Br. at 21. The paragraphs at issue read:

> Until the Probation Office has fully investigated the defendant's criminal history, it is not possible to predict with certainty the defendant's criminal history category and, in some cases, the defendant's offense level.
>
> Under certain circumstances, the defendant's criminal history may affect the defendant's offense level under the federal sentencing guidelines. If the presentence investigation reveals that the defendant's criminal history may support an offense level different than an offense level stipulated in this agreement, the parties are not bound by any such stipulation as to the defendant's offense level and may advocate with respect to how the defendant's criminal history affects the offense level.

App'x at 32-33. But Halls's interpretation of the agreement is incorrect. The plea agreement does not state at any point that this is the only way in which Halls's Guidelines range could change.

[4] The parties disagree over the proper standard of review for the district court's imposition of conditions of supervised release on Halls. We do not reach this issue because the imposition of discretionary conditions not orally pronounced at sentencing was error under any standard of review, as discussed below.

release, the Financial Records Condition and the Search Condition, in the written judgment that it did not pronounce in Halls's presence at sentencing.

In *Maiorana*, we recently held that "a sentencing court intending to impose non-mandatory conditions of supervised release . . . must notify the defendant during the sentencing proceeding; if the conditions are not pronounced, they may not later be added to the written judgment." 2025 WL 2471027, at *6. "A sentencing court need not read the full text of every condition on the record. But it must, at the very least, as part of the pronouncement of the sentence in the presence of the defendant during the sentencing proceeding, expressly adopt or specifically incorporate by reference particular conditions that have been set forth in writing and made available to the defendant in the [pre-sentence report ("PSR")], the Guidelines, or a notice adopted by the court." *Id.*

Here, the district court at sentencing did not recite or "expressly adopt or specifically incorporate by reference" the "particular" discretionary conditions at issue. *Id.* The court stated only that Halls "shall comply with the standard conditions that have been adopted by this Court." App'x at 108. At the time of Halls's sentencing, the Northern District of New York's General Order #23 included the Financial Records and Search Conditions as part of the "standard conditions" of supervised release. *Id.* at 14-15. But at sentencing the court did not "expressly adopt or specifically incorporate by reference" those two "particular conditions" as set forth in General Order #23, nor did the court reference General Order #23. *Maiorana*, 2025 WL 2471027, at *6. The parties waived the court's reading of the special conditions attached to the PSR, App'x at 109, but the PSR did not mention the Financial Records and Search Conditions

either. Under *Maiorana*, therefore, the discretionary conditions Halls challenges "were not lawfully imposed upon him." 2025 WL 2471027, at *6.

* * *

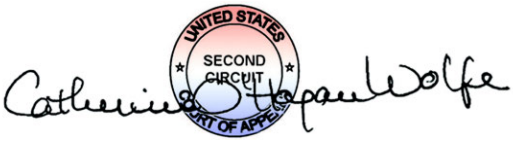
For the foregoing reasons, the portion of the district court's judgment regarding Halls's guilty plea is **AFFIRMED**, and the matter is **REMANDED** to the district court with instructions to **VACATE** the portion of the judgment imposing the Financial Records and Search Conditions. "[I]f the District Court intends to impose" these two conditions "in the revised judgment, it must convene a hearing in the presence of the defendant and must advise the defendant that those conditions will be imposed, either through a full recitation or through the express adoption of particular conditions that have been set forth in writing and made available to [Halls] in the PSR, the Guidelines, or a notice adopted by the court." *Maiorana*, 2025 WL 2471027, at *6.[5] "If, on

[5] "[Halls] has a right to a hearing, but he may elect to waive it. The District Court may provide [Halls] with written notice of the conditions it intends to impose on remand. [Halls] may elect *not* to demand a hearing regarding those conditions and insist on their pronouncement in his presence. He may instead elect to argue his position in writing only, or to simply agree with the imposition of the conditions proposed." *Maiorana*, 2025 WL 2471027, at *6 n.14.

We also note that after Halls's sentencing the Northern District of New York amended General Order #23 to strike the Financial Records and Search Conditions. App'x at 120-22. If the district court intends to reimpose those two conditions on Halls, it thus could not do so by referencing General Order #23. Rather, the court would have to do a "full recitation" of the conditions or, if a separate "notice adopted by the court" sets forth those conditions, "expressly adopt or specifically incorporate by reference" those conditions as stated in that separate notice. *Maiorana*, 2025 WL 2471027, at *6. Of course, if the district court elects to reimpose these two special conditions on remand, it "must conduct an individualized assessment as to whether [each] special condition is reasonably related to the applicable § 3553(a) sentencing factors and must state on the record the reason for imposing it." *United States v. Sims*, 92 F.4th 115, 126 (2d Cir. 2024).

the other hand, the court does not choose to reimpose the [Financial Records and Search Conditions], it may simply strike them from the judgment . . . without the need to conduct a new sentencing proceeding." *Id.*

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk of Court



A True Copy
Catherine O'Hagan Wolfe, Clerk
United States Court of Appeals, Second Circuit

UNITED STATES DISTRICT COURT

Northern District of New York

UNITED STATES OF AMERICA

v.

Shameek J. Halls
a/k/a "Meek"
a/k/a "JP"

AMENDED JUDGMENT IN A CRIMINAL CASE

Case Number: DNYN320CR000077-001

USM Number: 26515-052

Paul Battisti
89 Court Street, 3rd Floor
Binghamton, NY 13901
(607) 651-8565
Defendant's Attorney

Date of Original Judgment: February 17, 2022
(Or Date of Last Amended Judgment)

THE DEFENDANT:

☒ pleaded guilty to count(s) 1, 9, 19, 21, and 22 of the Indictment on July 7, 2021.
☐ pleaded nolo contendere to count(s) which was accepted by the court.
☐ was found guilty on count(s) of the on after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
21 U.S.C. §§ 841(a)(1) and (b)(1)(C)	Distribution and Possession With the Intent to Distribute Cocaine Base, Heroin, and Fentanyl	11/04/2019	1, 9, 19
21 U.S.C. §§ 841(a)(1) and (b)(1)(C)	Possession With Intent to Distribute Fentanyl	11/14/2019	21
18 U.S.C. § 924(c)(1)(A)(i)	Possession of a Firearm in Furtherance of a Drug Trafficking Crime	11/14/2019	22

The defendant is sentenced as provided in pages 2 through 7 of this judgment. The sentence is imposed in accordance with 18 U.S.C. § 3553 and the Sentencing Guidelines.

☐ The defendant has been found not guilty on count(s)
☒ Count(s) 2-8, 10-18, and Count 20 ☐ is ☒ are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

March 1, 2022
Date of Imposition of Judgment

Thomas J. McAvoy
Senior, U.S. District Judge

March 2, 2022
Date

DEFENDANT: Shameek J. Halls
CASE NUMBER: DNYN320CR000077-001

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of: **240 months. This total term consists of 180 months on each of Counts 1, 9, 19, and 21, to be served concurrently, and 60 months on Count 22, to be served consecutively to all other counts.**

☒ The court makes the following recommendations to the Bureau of Prisons:

The Court recommends the Bureau of Prisons place the defendant in an institution as close as possible to where his mother resides in New York, New York.

☒ The defendant is remanded to the custody of the United States Marshal.

☐ The defendant shall surrender to the United States Marshal for this district:

☐ at ☐ a.m. ☐ p.m. on.

☐ as notified by the United States Marshal.

☐ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

☐ before 2 p.m. on.

☐ as notified by the United States Marshal.

☐ as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on _____ to _____

at _____ with a certified copy of this judgment.

_____
UNITED STATES MARSHAL

_____
BY DEPUTY UNITED STATES MARSHAL

DEFENDANT: Shameek J. Halls
CASE NUMBER: DNYN320CR000077-001

SUPERVISED RELEASE

Upon release from imprisonment, you will be on supervised release for a term of:

3 years on each of Counts 1, 9, 19, and 21, and 5 years on Count 22, all to be served concurrently.

MANDATORY CONDITIONS

1. You must not commit another federal, state, or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

   ☐ The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. *(check if applicable)*
4. ☐ You must make restitution in accordance with 18 U.S.C. § § 3663 and 3663A or any other statute authorizing a sentence of restitution. *(check if applicable)*
5. ☒ You must cooperate in the collection of DNA as directed by the probation officer. *(deselect if inapplicable)*
6. ☐ You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C § 20901, et seq.) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in the location where you reside, work, are a student, or were convicted of a qualifying offense. *(check if applicable)*
7. ☐ You must participate in an approved program for domestic violence. *(check if applicable)*

You must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page

DEFENDANT: Shameek J. Halls
CASE NUMBER: DNYN320CR000077-001

STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.

2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.

3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.

4. You must answer truthfully the questions asked by your probation officer.

5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.

6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.

7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.

8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.

9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.

10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).

11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.

12. If the court determines in consultation with your probation officer that, based on your criminal record, personal history and characteristics, and the nature and circumstances of your offense, you pose a risk of committing further crimes against another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.

13. You must follow the instructions of the probation officer related to the conditions of supervision.

14. You must provide the probation officer with access to any requested financial information.

15. You must submit your person, and any property, house, residence, vehicle, papers, effects, computer, electronic communications devices, and any data storage devices or media, to search at any time, with or without a warrant, by any federal probation officer, or any other law enforcement officer from whom the Probation Office has requested assistance, with reasonable suspicion concerning a violation of a condition of probation or supervised release or unlawful conduct by you. Any items seized may be removed to the Probation Office or to the office of their designee for a more thorough examination.

DEFENDANT: Shameek J. Halls
CASE NUMBER: DNYN320CR000077-001

SPECIAL CONDITIONS OF SUPERVISION

1. You must participate in a program for substance abuse which shall include testing for use of controlled substances, controlled substance analogues, and alcohol. This may include outpatient treatment as recommended by the treatment provider based upon your risk and needs. You may also be required to participate in inpatient treatment upon recommendation of the treatment provider and upon approval of the Court. The probation office shall approve the location, frequency, and duration of outpatient treatment. You must abide by the rules of any treatment program which may include abstaining from the use of any alcohol. You must contribute to the cost of any evaluation and/or treatment in an amount to be determined by the probation officer based on your ability to pay and the availability of third party payments.

2. Based upon your history of substance abuse, and for the purpose of effective substance abuse treatment programming, you must refrain from the use of alcohol and be subject to alcohol testing and treatment while under supervision.

DEFENDANT'S ACKNOWLEDGMENT OF APPLICABLE CONDITIONS OF SUPERVISION

Upon a finding of a violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of supervision.

The conditions of supervision have been read to me. I fully understand the conditions and have been provided a copy of them. For further information regarding these conditions, see *Overview of Probation and Supervised Release Conditions*, available at: www.uscourts.gov

Defendant	Date
U.S. Probation Officer/Designated Witness	Date

DEFENDANT: Shameek J. Halls
CASE NUMBER: DNYN320CR000077-001

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	Assessment	JVTA Assessment*	AVAA Assessment**	Fine	Restitution
TOTALS	$ 500	N/A	N/A	Waived	N/A

☐ The determination of restitution is deferred until. An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss***	Restitution Ordered	Priority or Percentage
	$	$	
Totals	$	$	

☐ Restitution amount ordered pursuant to plea agreement $

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the ☐ fine ☐ restitution.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

*Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.
**Amy, Vicky, and Andy Child Pornography Victim Assistance Act of 2018, Pub. L. No. 115-299.
***Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

DEFENDANT: Shameek J. Halls
CASE NUMBER: DNYN320CR000077-001

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

A ☒ In full immediately; or

B ☐ Lump sum payment of $ due immediately; balance due

☐ not later than, or

☐ in accordance with ☐ D, ☐ E, ☐ F, or ☐ G below; or

C ☐ Payment to begin immediately (may be combined with ☐ D, ☐ E, or ☐ G below); or

D ☐ Payment in equal installments of $ over a period of, to commence after the date of this judgment; or

E ☐ Payment in equal installments of $ over a period of, to commence after release from imprisonment to a term of supervision; or

F ☐ Payment during the term of supervised release will commence within after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

G ☐ Special instructions regarding the payment of criminal monetary penalties:

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to **Clerk, U.S. District Court, Federal Bldg., 100 S. Clinton Street, P.O. Box 7367, Syracuse, N.Y. 13261-7367,** or to pay electronically, visit www.nynd.uscourts.gov for instructions, unless otherwise directed by the court, the probation officer, or the United States attorney. If a victim cannot be located, the restitution paid to the Clerk of the Court for that victim shall be sent to the Treasury, to be retrieved when the victim is located.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

☐ Defendant and Co-Defendant Names and Case Numbers *(including defendant number)*, Total Amount, Joint and Several Amount, and corresponding payee, if appropriate.

☐ The Court gives notice that this case involves other defendants who may be held jointly and severally liable for payment of all or part of the restitution ordered herein and may order such payment in the future.

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☒ The defendant shall forfeit the defendant's interest in the following property to the United States:
The property outlined in the Preliminary Order of Forfeiture (*) to include a money judgment for $630.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) JVTA Assessment, (8) penalties, and (9) costs, including cost of prosecution and court costs.