

this plea agreement, the government agrees to dismiss the remaining counts of the indictment after sentencing, and it will not prosecute the defendant for any other offense known to the United States Attorney's Office, based on the investigation which forms the basis of the indictment.

2. The government will and hereby moves pursuant to U.S.S.G. § 3E1.1(b) for the defendant to receive a one-point reduction in offense level should that offense level be 16 or greater, as the defendant has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the Court to allocate resources efficiently.

D. SENTENCING

Jeffery L. Evans understands and agrees that:

1. The maximum punishment on Count 16 is a term of imprisonment of not more than twenty (20) years and a fine of not more than \$1,000,000 (pursuant to 21 U.S.C. § 841(b)(1)(C));

2. The defendant shall be required to pay a special assessment of \$100 at the time of the guilty plea by means of a cashier's check, official bank check, or money order payable to "Clerk, U.S. District Court";

3. The defendant may receive a term of supervised release of not less than one (1) year nor more than three (3) years in length in addition to any term of imprisonment imposed by the Court;

4. A violation of any condition of supervised release at any time during the

period of supervised release may result in the defendant being incarcerated over and above any period of imprisonment initially ordered by the Court;

5. The period of incarceration for a violation of a condition of supervised release could be as much as the full term of supervised release initially ordered by the Court, regardless of the amount of time of the supervised release the defendant has successfully completed;

6. Any fine imposed as part of the defendant's sentence will be made due and payable immediately and any federal income tax refund received by the defendant from the Internal Revenue Service while there is an outstanding fine shall be applied toward the fine;

7. The defendant expressly authorizes the U.S. Attorney's Office to immediately obtain a credit report on him to be used in consideration of his ability to pay a fine that may be imposed by the Court;

8. As part of the presentence investigation, the government will make available to the Court all evidence developed in the investigation of this case;

9. This case is governed by the Sentencing Reform Act as modified by United States v. Booker, 543 U.S. 220 (2005), and the defendant has discussed the Sentencing Guidelines and its applicability with his counsel and understands and acknowledges that a final determination of the applicable guidelines range cannot be made until the completion of the presentence investigation;

10. The United States makes a sentencing recommendation of twenty-four (24) months imprisonment and believes that this sentence satisfies the factors set

forth in 18 U.S.C. § 3553(a) in this case;

11. The sentencing judge alone will decide what sentence to impose; and

12. The failure of the Court to adhere to a sentencing recommendation tendered by counsel shall not be a basis for setting aside the guilty plea which is the subject of this agreement.

E. REINSTATEMENT OF ORIGINAL INDICTMENT

1. **Jeffrey L. Evans** understands and agrees that should this plea be overturned for any reason at a later date, the indictment, in its entirety, will be automatically reinstated without need for presentment to a Grand Jury or any motion or other action by the government.


F. ENTIRETY OF AGREEMENT

1. This plea agreement consists of this document and any addendum required by Standing Order 1.86. The defendant, the defendant's attorney, and the government acknowledge that this plea agreement is a complete statement of the parties' plea agreement in this case. It supersedes all other plea agreements and may not be modified unless the modification is in writing and signed by all parties. No other promises have been made or implied.

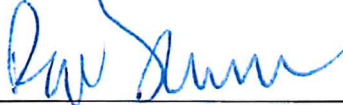
G. SIGNATURES OF ATTORNEY FOR THE DEFENDANT, THE DEFENDANT, AND THE ATTORNEY FOR THE GOVERNMENT

We have read this plea agreement and have discussed it fully with our client, **Jeffrey L. Evans**. We concur in **Jeffrey L. Evans** pleading guilty as set forth in this plea agreement.

Dated: March 9, 2023


LYNETTE S. BYRD
Attorney for Defendant


Dated: MARCH 9, 2023


RONALD J. MICIOTTO
Attorney for Defendant

I have read this plea agreement and have discussed it with my attorneys. I fully understand the plea agreement and accept and agree to it without reservation. I do this voluntarily and of my own free will. No threats have been made to me, nor am I under the influence of anything that could impede my ability to fully understand this plea agreement.


I am satisfied with the legal services provided by my attorneys in connection with this plea agreement and the matters related to this case.

Dated: MARCH 9, 2023


JEFFREY L. EVANS
Defendant

I accept and agree to this plea agreement on behalf of the United States of America.

Dated: 3/9/23

BRANDON B. BROWN
United States Attorney
Digitally signed by
ALEXANDER VAN HOOK
Date: 2023.03.09 15:02:42
-06'00'

ALEXANDER C. VAN HOOK
Assistant United States Attorney
300 Fannin Street, Suite 3201
Shreveport, LA 71101
(318) 676-3600

U.S. DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
RECEIVED

MAR 22 2023

TONY R. MOORE, CLERK
BY: [Signature]
DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

SHREVEPORT DIVISION

UNITED STATES OF AMERICA	*	CRIMINAL NO. 22-CR-00259-01
	*	
VERSUS	*	CHIEF -JUDGE HICKS
	*	
JEFFREY L. EVANS	*	MAGISTRATE JUDGE HORNSBY

**UNDERSTANDING OF MAXIMUM PENALTY
AND CONSTITUTIONAL RIGHTS**

I, Jeffrey L. Evans, the Defendant, having been furnished a copy of the Indictment and having discussed same with my attorneys, state that I understand the nature of the charge against me and the maximum possible penalty that may be imposed against me as set forth in the plea agreement.

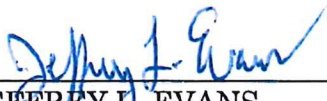
I further state that I understand:

1. My right to be represented by counsel (a lawyer) of my choice, or if I cannot afford counsel, my right to be represented by Court-appointed counsel at no cost to me.
2. My right to plead guilty or not guilty.
3. My right to have a jury trial with twelve jurors who must all agree as to my guilt beyond a reasonable doubt in order to convict.
4. My right not to be required to testify against myself or at all, if I do not so desire.
5. My right to confront and cross-examine witnesses against me.
6. My right to use compulsory process to require witnesses to appear at trial and testify.


I realize that by pleading guilty I stand convicted of the crime charged and waive my privilege against self-incrimination, my right to jury trial, my right to confront and cross-examine witnesses, and my right of compulsory process.

I further state that my plea in this matter is free and voluntary and that it has been made without any threats or inducements (except the plea agreement) whatsoever from anyone associated with the State or United States Government or my attorneys and that the only reason I am pleading guilty is that I am in fact guilty as charged.


Read, Understood, Agreed and Signed this 9th day of ~~February~~ MARCH 2023, in Shreveport, Louisiana.



JEFFREY L. EVANS
Defendant



LYNETTE S. BYRD
Attorney for the Defendant



RONALD J. MICIOTTO
Attorney for Defendant

acetaminophen with him. Hydrocodone-acetaminophen is a Schedule II controlled substance.

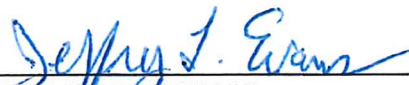
Pursuant to this agreement, Individual 1 would fill the prescriptions that were provided by **Evans** at Mansfield Drug in Mansfield, Louisiana. After filling the prescriptions, she would split the prescribed hydrocodone-acetaminophen with **Evans**.

Evans acknowledges that the prescriptions to Individual 1 referenced above were not issued for a legitimate medical purpose by a practitioner acting within the usual course of professional practice.


As set forth in Count 16 of the indictment, one such prescription was filled at Mansfield Drug Company for hydrocodone-acetaminophen and was distributed by **Evans** on February 26, 2018. The prescription was for 180 tablets of hydrocodone-acetaminophen 10-325mg, a Schedule II controlled substance.

Wherefore, the parties signing below agree and stipulate that the preceding paragraphs adequately describe Jeffrey L. Evans's role in the offense of Distributing a Controlled Substance for establishing his guilt beyond a reasonable doubt to Count 16 of the Indictment in this case.

Signed this 9th March day of ~~February~~ 2023.



JEFFREY L. EVANS
Defendant



LYNETTE S. BYRD
Counsel for Jeffrey L. Evans



RONALD J. MICIOTTO
Counsel for Jeffrey L. Evans

BRANDON B. BROWN
United States Attorney

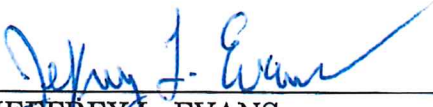


Digitally signed by
ALEXANDER VAN HOOK
Date: 2023.03.09 15:04:25
-06'00'


ALEXANDER C. VAN HOOK
Assistant United States Attorney
Western District of Louisiana
300 Fannin St., Ste. 3201
Shreveport, LA 71101
(318) 676-3600

Read, Understood, Agreed and Signed this 9th day of ~~February~~^{on} MARCH, 2023 in

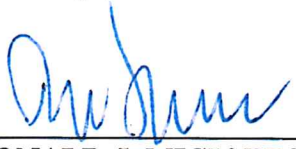
Shreveport, Louisiana.



JEFFREY L. EVANS
Defendant



LYNETTE S. BYRD
Attorney for the Defendant



RONALD J. MICIOTTO
Attorney for Defendant