



April 19, 2021

Via Electronic Filing

Honorable William Conley
United States District Judge
120 North Henry Street
Madison, WI 53703

**Re: U.S. v. Ahmad Kanan
19-cr-00147-wmc
20-cr-00081-wmc**

Dear Judge Conley:

In a recent Sentencing Memorandum I made the following argument:

The agreement to advocate for the maximum amount of acceptance of responsibility was unconditional. Any other interpretation would encourage “gotcha” plea negotiation that is incompatible with constitutional protections of due process and the USC § 3553 sentencing goal of advocating respect for the law.

(Doc. 93 p. 3) I write to clarify that the choice of words argues that the promise to advocate for acceptance of responsibility was unconditional, asserts that the language in the plea agreement represents the final, negotiated terms between the parties and points out the risk of gotcha plea negotiations in the future if any other interpretation of the language is permitted. I am not accusing the government, in this matter, of hiding an agenda in order to trick the defendant into pleading guilty. I was not part of the plea negotiations. In fact, in candor to the court, I note that the government has since provided me with an email it sent to prior defense counsel during plea negotiations in which the government mentions an obstruction of justice enhancer and an acceptance of responsibility reduction being a possible guideline scenario. The reply email suggests that defense counsel Peter Moyers did not believe that should be part of the guideline. I am writing at the government’s request that I note this email exchange and am happy to provide the background to avoid any mischaracterization of their motives.

I would add that I spoke to Mr. Kanan about this and he indicates he has a letter from Mr. Moyers which does not provide any mention of an anticipated obstruction enhancer nor does it indicate that the government intends to advocate for obstruction. Obviously all of these discussions are prior to the final plea agreement being struck.

While I want to make clear that I am not accusing the government of any deception, I maintain my assertion that the plea letter contains the entire plea agreement. The government did

not make clear in the plea agreement it intended to pursue an obstruction enhancer and the agreement should be interpreted to mean the government, having unconditionally promised to advocate for acceptance of responsibility, should be precluded from arguing for guideline enhancers that are inconsistent with acceptance of responsibility.

Sincerely,
JONES LAW FIRM
/s
William R. Jones

cc: AUSA Zach Corey (via electronic filing)
Clerk of Court, Western District of Wisconsin (via electronic filing)