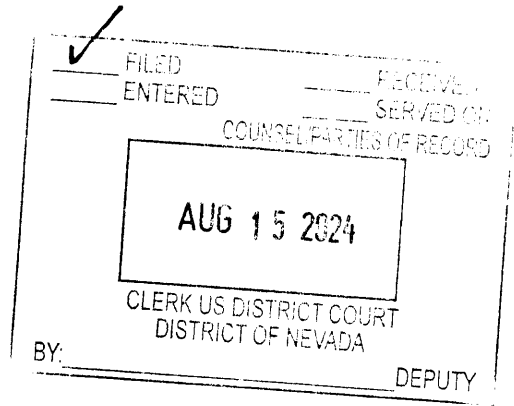


1 TODD KIM  
Assistant Attorney General  
2 Environment and Natural Resources Division  
MATTHEW D. EVANS  
3 Assistant United States Attorney  
U.S. Attorney's Office for the District of Minnesota  
4 300 South Fourth Street, Suite 600  
Minneapolis, MN 55415  
5 Tel: (612) 664-5642  
Email: Matthew.Evans@usdoj.gov

6 JASON M. FRIERSON  
7 United States Attorney  
Nevada Bar No. 7709  
8 ANDREW KEENAN  
Assistant United States Attorney  
9 400 South Virginia, Suite 900  
Reno, Nevada 89501  
10 Phone: (775) 784-5438  
Email: Andrew.Keenan@usdoj.gov  
11 *Attorneys for the United States of America*



12  
13 **UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

14 UNITED STATES OF AMERICA,

15 Plaintiff,

16 v.

17 MATTHEW THURMAN; and  
ENVIRONMENTAL RESOURCES INC.,  
18 DBA EASY ROOTER PLUMBING,

19 Defendants.

Case No. 3:24-cr-00014-HDM-CLB - 2

**Plea Agreement for Defendant Environmental Services Inc., DBA Easy Rooter Plumbing, Pursuant to Fed. R. Crim. P. 11(c)(1)(A) and (B)**

20 This plea agreement between Environmental Resources Inc., DBA Easy Rooter  
21 Plumbing ("defendant"), the Environment and Natural Resources Division ("ENRD"), and the  
22 United States Attorney's Office for the District of Nevada ("USAO") sets forth the parties'  
23 agreement regarding the criminal charges referenced herein and the applicable sentences, fines,  
24 and special conditions of probation in the above-captioned case. This agreement binds only

1 defendant, ENRD, and the USAO, and does not bind the district court, the U.S. Probation  
2 Office, or any other federal, state, local, or foreign prosecuting, enforcement, administrative, or  
3 regulatory authorities. This agreement does not prohibit ENRD or the USAO or any agency or  
4 third party from seeking any other civil or administrative remedies, including administrative  
5 forfeiture or civil forfeiture *in rem* actions, directly or indirectly against defendant or defendant's  
6 property.

7 This agreement becomes effective upon signature by defendant's representative,  
8 defendant's counsel, an ENRD prosecutor, and an Assistant United States Attorney.

9 **I. "GROUP PLEA DEAL"**

10 1. Defendant understands and agrees that this agreement is part of a "group plea  
11 deal" in which the disposition of the case against defendant is tied to and conditioned on the  
12 disposition of the case against the co-defendant, Matthew Thurman ("Thurman"), defendant's  
13 General Manager. Accordingly, defendant, ENRD, and the USAO agree that this agreement  
14 and the obligations it creates will not become binding on ENRD, the USAO, and defendant  
15 unless and until both: (a) defendant executes this agreement and enters a guilty plea in  
16 accordance with this agreement; and (b) Thurman executes his plea agreement with ENRD and  
17 the USAO and enters a guilty plea in accordance with that agreement. Defendant acknowledges  
18 that defendant has discussed with defendant's attorney, and carefully considered, the possible  
19 advantages and disadvantages to defendant of entering into this agreement as part of the group  
20 plea deal; defendant is entering into this agreement as part of the group plea deal freely and  
21 voluntarily because defendant believes this agreement and the group plea deal to be in  
22 defendant's best interests; and defendant is not entering into this agreement as part of the group  
23 plea deal because of threats, coercion, or other undue influence by ENRD, the USAO, or by the  
24 other defendant who is part of the group plea deal, its counsel, or anyone acting on its behalf.

1 **II. DEFENDANT’S OBLIGATIONS**

2 2. Defendant, through its agent(s), agrees to:

3 a. Give up the right to indictment by a grand jury and, at the earliest  
4 opportunity requested by ENRD and the USAO and provided by the Court, appear and plead  
5 guilty to the one-count superseding information filed in this case, which charges defendant with  
6 knowing violation of a pretreatment standard in violation of the Clean Water Act, 33 U.S.C. §§  
7 1317(d) and 1319(c)(2)(A), 40 C.F.R. § 403.5(b)(8), and 18 U.S.C. § 2(b) (Count 1);

8 b. Stipulate to the facts agreed to in this agreement;

9 c. Abide by all agreements regarding sentencing contained in this agreement;

10 d. Not seek to withdraw defendant’s guilty plea once it is entered;

11 e. Appear for all court appearances, obey all conditions of any bond, and  
12 obey any other ongoing court order in this matter;

13 f. Not commit any federal, state, or local crime;

14 g. Be truthful at all times with the U.S. Probation and Pretrial Services Offices  
15 and the Court;

16 h. Before and after sentencing, upon request by the Court, ENRD, the USAO,  
17 or the Probation Office, provide accurate and complete financial information, submit sworn  
18 statements, and/or give depositions under oath concerning defendant’s assets and defendant’s  
19 ability to pay. As part of the required disclosure, defendant agrees to provide any and all  
20 financial information and authorizations requested by the Probation Office for preparation of the  
21 Presentence Report. Defendant further agrees that, upon filing of this agreement, ENRD and the  
22 USAO are authorized to obtain defendant’s credit report. Defendant will also complete a  
23 financial form provided by the USAO, to include all supporting documentation, and return it to  
24 ENRD and the USAO within three weeks from entry of the plea. Defendant agrees that the

1 district court may enter any order necessary to effectuate or facilitate disclosure of defendant's  
2 financial information.

3 i. To facilitate payment of any fine, restitution, or assessment, surrender  
4 assets defendant obtained directly or indirectly as a result of defendant's crimes. Defendant  
5 agrees to voluntarily release funds and property under defendant's control or in which defendant  
6 has any property interest, before and after sentencing, to pay any fine or restitution identified in  
7 this agreement, agreed to by the parties, or ordered by the Court.

### 8 III. ENRD AND THE USAO'S OBLIGATIONS

9 3. ENRD and the USAO agree to:

10 a. Stipulate to facts agreed to in this agreement;

11 b. Abide by all agreements regarding sentencing contained in this agreement;

12 and

13 c. Not bring any additional charges against defendant arising out of the

14 factual basis set forth in this agreement. However, the USAO reserves the right to prosecute

15 defendant for (a) any crime of violence as defined by 18 U.S.C. § 16; and (b) any criminal tax

16 violations (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371).

17 Defendant agrees that the district court at sentencing may consider any uncharged conduct in

18 determining the applicable sentencing guidelines range, the propriety and extent of any departure

19 from that range, and the sentence to be imposed after consideration of the sentencing guidelines

20 and all other relevant factors under 18 U.S.C. § 3553(a).

### 21 IV. ELEMENTS OF THE OFFENSE

22 4. Count One: The elements of the crime of knowingly violating a pretreatment

23 standard under the Clean Water Act, 33 U.S.C. §§ 1317(d) and 1319(c)(2)(A), 40 C.F.R.

24 § 403.5(b)(8), and 18 U.S.C. § 2(b), are as follows:

- 1        First:        A person who was the owner or operator of a source;
- 2        Second:        Operated the source;
- 3        Third:        In violation of a pretreatment standard established under the Clean Water
- 4                    Act;
- 5        Fourth:        After the effective date of that standard; and
- 6        Fifth:        Acted knowingly.

7                    **V. CONSEQUENCES OF CONVICTION**

8        5.        Maximum and Minimum Statutory Penalties: Defendant understands that the

9        statutory maximum and minimum sentence the district court can impose for knowingly violating

10        a Clean Water Act pretreatment standard, as charged in Count One, is: a term of probation of

11        not less than 1 nor more than 5 years, a fine of not less than \$5,000 nor more than \$50,000 per

12        day of violation, \$500,000 per count, or twice the gross gain or gross loss resulting from the

13        offense, whichever is greatest; and a mandatory special assessment of \$400.

14        6.        Factors under 18 U.S.C. § 3553: Defendant understands that the district court

15        must consider the factors set forth in 18 U.S.C. § 3553(a) in determining defendant's sentence.

16        However, the statutory maximum sentence and any statutory minimum sentence limit the

17        district court's discretion in determining defendant's sentence.

18        7.        Potential Collateral Consequences of Conviction: Defendant understands that, by

19        pleading guilty, defendant may be giving up valuable government benefits and rights. Defendant

20        understands that the conviction in this case may also subject defendant to various other collateral

21        consequences. Defendant understands that unanticipated collateral consequences will not serve

22        as grounds to withdraw defendant's guilty plea.

1 **VI. FACTUAL BASIS**

2 8. Defendant, through its agent(s), admits that defendant is, in fact, guilty of the  
3 offense to which defendant is agreeing to plead guilty. Defendant acknowledges that if defendant  
4 elected to go to trial instead of pleading guilty, ENRD and the USAO could prove defendant's  
5 guilt beyond a reasonable doubt. Defendant further acknowledges that defendant's admissions  
6 and declarations of fact set forth below satisfy every element of the charged offense and that said  
7 facts establish that Thurman was defendant's agent, acting within the scope of his authority for  
8 the benefit of defendant in carrying out the charged offense. Defendant waives any potential  
9 future claim that the facts defendant admitted below are insufficient to satisfy the elements of the  
10 charged offense. Defendant admits and declares under penalty of perjury that the facts set forth  
11 below are true and correct:

12 a. The Clean Water Act prohibits the discharge of any pollutant into waters of  
13 the United States except in compliance with applicable regulations. 33 U.S.C. § 1311(a). The  
14 Clean Water Act regulates direct discharges to surface waters as well as discharges to sewer  
15 systems connected to publicly owned treatment works ("POTWs") that treat and manage  
16 wastewater before its discharge to waters of the United States. 33 U.S.C. § 1317(d). The United  
17 States Environmental Protection Agency ("EPA") was charged with developing standards, often  
18 called pretreatment standards, which regulate discharges to POTWs. 40 C.F.R. § 403. EPA has  
19 promulgated specific pretreatment standards that apply to all discharges to POTWs. Among  
20 other things, the regulations prohibit introducing into a POTW trucked or hauled pollutants  
21 except at discharge points designated by the POTW. 40 C.F.R. § 403.5(b)(8). This provision  
22 helps POTWs ensure that wastes are not introduced into their systems that those systems are  
23 unable to manage or treat.

1           b.       The term “pollutant” includes any solid waste, sewage, garbage, sewage  
2 sludge, and biological materials discharged into water. 33 U.S.C. § 1362(6).

3           c.       Fats, oils, grease, and solids (“FOGS”) are the most common cause of  
4 reported blockages in POTWs. FOGS solidify, reduce conveyance capacity, and block flow,  
5 which is expensive to remedy and risks contaminating land, water, and drinking water. These  
6 expenses are passed on to consumers in their water bills. Accordingly, food service  
7 establishments, such as restaurants, are required to have grease interceptors or similar devices to  
8 collect FOGS from their wastewater before the wastewater enters the public sanitary sewer  
9 system.

10           d.       Typically, wastewater containing food service FOGS enters the grease  
11 interceptor via an inlet. Grease interceptors are typically two or three large-capacity tanks and  
12 use density differentials to separate FOGS from wastewater. Less dense FOGS float to the top of  
13 the tanks, while more dense material settles to the bottom of the tanks. As the tank fills, the  
14 grease interceptor traps the FOGS and allows the wastewater (without the FOGS) to enter the  
15 sewer system that serves the POTW. At the POTW, the wastewater is treated.

16           e.       Companies servicing grease interceptors use tanker trucks to suction the  
17 grease and wastewater out of the tanks and then haul it away for disposal at approved facilities,  
18 such as landfills.

19           f.       Food service establishments are required to have their grease interceptors  
20 serviced, including removing all FOGS and wastewater, at regular intervals.

21           g.       Thurman has been employed by Easy Rooter Plumbing since  
22 approximately 1988 and has been the General Manager of Easy Rooter Plumbing since  
23 approximately 2016.

24           h.       Easy Rooter Plumbing is a Nevada corporation based in Sparks, Nevada,  
that provided, as relevant here, restaurant waste removal services, including grease interceptor

1 servicing in and around Reno, Nevada. As General Manager, Thurman oversaw, supervised,  
2 managed, and controlled Easy Rooter Plumbing's grease interceptor servicing business.

3 Thurman decided salary and compensation for Easy Rooter Plumbing employees, including  
4 himself.

5 i. Easy Rooter Plumbing charged fees to remove FOGS and wastewater from  
6 food service establishments' grease interceptors.

7 j. Beginning in at least March 2019 and continuing through August 26, 2021,  
8 in the District of Nevada, Thurman directed Easy Rooter Plumbing employees to illegally  
9 discharge FOGS and wastewater pumped from the grease interceptor(s) of one or more  
10 restaurants into the same or different restaurants' interceptors, causing FOGS and wastewater to  
11 be discharged into the Truckee Meadows Water Reclamation Facility ("TMWRF"), a POTW  
12 jointly owned and operated by the City of Reno, Nevada, and the City of Sparks, Nevada. These  
13 grease interceptors were not discharge points designated by the POTW. During this period,  
14 Thurman and Easy Rooter Plumbing repeatedly and illegally discharged grease and wastewater  
15 into the POTW on at least 68 days, usually several times each day. Thurman and Easy Rooter  
16 Plumbing did so to reduce the disposal costs for the grease and wastewater that Easy Rooter  
17 Plumbing would otherwise bear.

18 k. Thurman caused Easy Rooter Plumbing to falsely invoice and charge client  
19 restaurants for grease interceptor servicing.

20 l. In 2019, regulators initially discovered problems with the grease interceptor  
21 services that Easy Rooter Plumbing provided to various restaurants and, through undercover  
22 surveillance, witnessed Easy Rooter Plumbing illegally discharging grease and wastewater into  
23 TMWRF.

24 m. In November 2019, representatives from TMWRF, Reno, and Sparks met  
with Thurman. They informed Thurman of the undercover surveillance revealing Easy Rooter  
Plumbing's illegal operations, reiterated the lawful process by which grease interceptors were to  
be serviced, reiterated how FOGS and wastewater were to be properly managed, and warned



1 Thurman that further illegalities would result in legal consequences. Thurman falsely denied any  
2 wrongdoing and accused a competitor of engaging in the illegal practices. Further surveillance of  
3 Easy Rooter Plumbing's employees and agents continued to show illegal discharges of FOGS  
4 and wastewater into POTWs.

5 n. On August 26, 2021, Thurman was voluntarily interviewed and, having  
6 been informed of the nature of the investigation and that making false statements would be a  
7 crime, made statements Thurman knew to be false, including (i) that Thurman did not allow  
8 Easy Rooter Plumbing employees to engage in the illegal dumping, (ii) that Easy Rooter  
9 Plumbing employees only discharged FOGS and wastewater at approved disposal sites, (iii) that  
10 Thurman was unaware of the illegal discharges, and (iv) that Easy Rooter Plumbing employees  
11 did not falsely claim the removal of inflated quantities of grease and wastewater from restaurants  
12 to increase revenue.

13 o. Thurman devised and implemented this criminal scheme to benefit himself  
14 and Easy Rooter Plumbing. During the August 2021 interview, Thurman stated to law  
15 enforcement that Easy Rooter Plumbing's business was failing, and these illegalities were  
16 necessary to keep the business operational. But during the criminal offense, Thurman chose to  
17 pay himself increasingly high compensation. Easy Rooter Plumbing paid Thurman a salary of  
18 \$341,100 in 2019 and \$379,039 in 2020. Easy Rooter Plumbing was on pace to pay Thurman a  
19 salary of \$478,931 in 2021.

20 p. Thurman and Easy Rooter Plumbing's criminal offense caused repetitive  
21 discharges of pollutants into the environment on at least 68 days.

22 q. Thurman and Easy Rooter Plumbing's criminal offense involved the  
23 discharge of pollutants without a permit to do so.

24 r. Neither Thurman nor Easy Rooter Plumbing paid any additional  
compensation to the Easy Rooter Plumbing employees who Thurman required to execute the

1 criminal scheme. Instead, Thurman and Easy Rooter Plumbing conditioned employment with  
2 Easy Rooter Plumbing on executing Thurman's criminal scheme.

3 **VI. SENTENCING FACTORS**

4 9. Discretionary Nature of Sentencing Guidelines: Defendant understands that in  
5 determining defendant's sentence, the district court is required to calculate the applicable  
6 sentencing guidelines range and to consider that range, possible departures under the sentencing  
7 guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant  
8 understands that the sentencing guidelines are advisory only, that defendant cannot have any  
9 expectation of receiving a sentence within the calculated sentencing guidelines range, and that  
10 after considering the sentencing guidelines and the other § 3553(a) factors, the district court will  
11 be free to exercise its discretion to impose any sentence it finds appropriate between the  
12 mandatory minimum and the maximum set by statute for the crime of conviction.

13 10. Offense Level Calculations: The parties jointly agree and stipulate that, in  
14 calculating defendant's advisory guidelines sentencing range, the Court should use U.S.  
15 Sentencing Guidelines Chapter 8 in determining the sentence to impose. The parties further  
16 agree and stipulate that §§ 8C2.2 through 8C2.9 of Chapter 8 do not apply to convictions under  
17 the Clean Water Act. The parties jointly agree to recommend a fine of \$680,000, pursuant to  
18 USSG § 8C2.10, 18 U.S.C. § 3553, and 18 U.S.C. § 3572.

19 11. Additional Sentencing Information: The recommended sentence is based on  
20 information now known to the parties. Defendant understands that defendant, ENRD, and the  
21 USAO are free to (a) supplement the facts in this agreement by supplying relevant information to  
22 the U.S. Probation and Pretrial Services Offices and the district court regarding the nature,  
23 scope, and extent of defendant's criminal conduct and any aggravating or mitigating facts or  
24 circumstances; and (b) correct any and all factual misstatements relating to the district court's

1 determination of sentence. While this paragraph permits ENRD, the USAO, and defendant to  
2 submit full and complete factual information to the U.S. Probation and Pretrial Services Offices  
3 and the district court, even if that factual information may be viewed as inconsistent with the  
4 facts agreed to in this agreement, this paragraph does not affect defendant's, ENRD's, and the  
5 USAO's obligations not to contest the facts agreed to in this agreement. Good faith efforts to  
6 provide truthful information or to correct factual misstatements shall not be grounds for  
7 defendant to withdraw defendant's guilty plea.

8 Defendant acknowledges that the U.S. Probation Office may calculate the criminal fine  
9 differently and may rely on additional information it obtains through its investigation.

10 Defendant also acknowledges that the district court may rely on this and other additional  
11 information as it calculates the criminal fine and makes other sentencing determinations, and the  
12 district court's reliance on such information shall not be grounds for defendant to withdraw  
13 defendant's guilty plea.

## 14 VII. POSITIONS REGARDING SENTENCING

15 2. The parties will jointly recommend that the district court impose a sentence of  
16 probation of 3 years and a fine of \$680,000 for which defendant will be solely liable, separate  
17 from any fine imposed upon co-defendant Thurman. In agreeing to this sentencing  
18 recommendation, the parties have taken into consideration all of the factors set forth in 18  
19 U.S.C. § 3553(a) and conclude that the jointly recommended sentence is a reasonable sentence.

20 3. Defendant acknowledges that the district court does not have to follow the  
21 recommendation of either party.

22 4. Notwithstanding its agreement to recommend a sentence as described above,  
23 ENRD and the USAO reserve the right to defend any lawfully imposed sentence on appeal or  
24 in any post-conviction litigation.

1 **VIII. WAIVER OF CONSTITUTIONAL RIGHTS**

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

- 4 a. The right to persist in a plea of not guilty;
- 5 b. The right to a speedy and public trial by jury;
- 6 c. The right to be represented by counsel—and if necessary have the court  
7 appoint counsel—at trial. Defendant understands, however, that, defendant  
8 retains the right to be represented by counsel—and if necessary have the court  
9 appoint counsel—at every other stage of the proceeding;
- 10 d. The right to be presumed innocent and to have the burden of proof placed on  
11 the USAO to prove defendant guilty beyond a reasonable doubt;
- 12 e. The right to confront and cross-examine witnesses against defendant;
- 13 f. The right to testify and to present evidence in opposition to the charges,  
14 including the right to compel the attendance of witnesses to testify; and
- 15 g. The right to pursue any affirmative defenses; Fourth Amendment or Fifth  
16 Amendment claims; any other pretrial motions that have been or could have  
17 been filed; and challenges to any adverse pre-trial rulings (unless specifically  
18 reserved in the following section).

19 **IX. WAIVER OF APPELLATE RIGHTS**

20 6. Waiver of Appellate Rights: Defendant, through its agent(s), knowingly and  
21 expressly waives: (a) the right to appeal the manner in which the district court determined that  
22 sentence on the grounds set forth in 18 U.S.C. § 3742; and (b) the right to appeal any other  
23 aspect of the conviction, including but not limited to the constitutionality of the statutes of  
24 conviction; any other aspect of the sentence, including but not limited to the constitutionality of

1 any special conditions of probation stipulated in this agreement; and any order of restitution or  
2 forfeiture.

3 7. Waiver of Post-Conviction Rights: Defendant, through its agent(s), also knowingly  
4 and expressly waives all collateral challenges, including any claims under 28 U.S.C. § 2255, to  
5 defendant's conviction, sentence, and the procedure by which the district court adjudicated guilt  
6 and imposed sentence, except non-waivable claims of ineffective assistance of counsel.

7 8. Preservation of Evidence: Defendant, through its agent(s), acknowledges that  
8 ENRD, the USAO, and the agencies investigating this case are not obligated or required to  
9 preserve any evidence obtained in the investigation of this case.

10 **X. RESULT OF WITHDRAWAL OF GUILTY PLEA**  
11 **OR VACATUR/REVERSAL/SET-ASIDE OF CONVICTION**

12 9. Consequence of Withdrawal of Guilty Plea: Defendant, through its agent(s),  
13 agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to  
14 withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim  
15 and finding that entry into this agreement was involuntary, then (a) ENRD and the USAO will  
16 be relieved of all of the obligations under this agreement and (b) should ENRD or the USAO  
17 choose to pursue any charge, then (i) any applicable statute of limitations will be tolled between  
18 the date of defendant's signing of this agreement and the filing commencing any such action; and  
19 (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of  
20 pre-indictment delay, or any speedy trial claim with respect to any such action, except to the  
21 extent that such defenses existed as of the date of defendant's signing this agreement.

22 10. Consequence of Vacatur, Reversal, or Set-aside: Defendant, through its agent(s),  
23 agrees that if defendant's conviction is vacated, reversed, or set aside, ENRD, the USAO, and  
24 defendant will be released from all their obligations under this agreement, except that, should  
ENRD and/or the USAO choose to pursue any charge that was either dismissed or not filed as a

1 result of this agreement, then (i) any applicable statute of limitations will be tolled between the  
2 date of defendant's signing of this agreement and the filing commencing any such action; and (ii)  
3 defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-  
4 indictment delay, or any speedy trial claim with respect to any such action, except to the extent  
5 that such defenses existed as of the date of defendant's signing this agreement.

6 **XI. BREACH OF AGREEMENT**

7 11. Defendant, through its agent(s), agrees that if, at any time after this agreement  
8 becomes effective, defendant knowingly violates or fails to perform any of defendant's  
9 obligations under this agreement ("a breach"), ENRD and/or the USAO may declare this  
10 agreement breached. All of defendant's obligations are material, a single breach of this  
11 agreement is sufficient for ENRD and/or the USAO to declare a breach, and defendant shall not  
12 be deemed to have cured a breach without the express agreement of both ENRD and the USAO  
13 in writing. If ENRD or the USAO declares this agreement breached, and the district court finds  
14 such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea  
15 pursuant to this agreement, defendant will remain bound by the provisions of this agreement and  
16 will not be able to withdraw the guilty plea; and (b) ENRD and the USAO will be relieved of all  
17 its obligations under this agreement.

18 **XII. COURT AND UNITED STATES PROBATION  
19 AND PRETRIAL SERVICES OFFICE NOT PARTIES**

20 12. Defendant understands that the Court and the U.S. Probation and Pretrial  
21 Services Office are not parties to this agreement and need not accept any of ENRD and the  
22 USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

23 13. Defendant understands that defendant, ENRD, and/or the USAO are free to  
24 argue on appeal and collateral review that the district court's sentencing guidelines calculations  
and the sentence it chooses to impose are not error.

1 14. Defendant understands that even if the district court ignores any sentencing  
2 recommendation, finds facts or reaches conclusions different from those agreed to by the parties,  
3 or imposes any sentence up to the maximum established by statute, defendant cannot, for that  
4 reason, withdraw defendant's guilty plea, and defendant will remain bound to fulfill all  
5 defendant's obligations under this agreement. Defendant understands that no one—not the  
6 prosecutor, defendant's attorney, or the Court—can make a binding prediction or promise  
7 regarding the sentence defendant will receive, except that it will be within the statutory  
8 maximum.

### 9 XIII. ADDITIONAL ACKNOWLEDGMENTS

10 15. Defendant, through its agents(s), acknowledges that:

- 11 a. Defendant has read this agreement and defendant understands its terms  
12 and conditions.
- 13 b. Defendant had adequate time to discuss this case, the evidence, and this  
14 agreement with defendant's attorney.
- 15 c. Defendant carefully and thoroughly discussed all terms of this agreement  
16 with defendant's attorney.
- 17 d. Defendant understands the terms of this agreement and voluntarily agrees  
18 to those terms.
- 19 e. Defendant has discussed with defendant's attorney the following: the  
20 evidence; defendant's rights; possible pretrial motions that might be filed; possible defenses that  
21 might be asserted either prior to or at trial; the sentencing factors set forth in 18 U.S.C. § 3553(a);  
22 the relevant sentencing guidelines provisions; and consequences of entering into this agreement.
- 23 f. The representations contained in this agreement are true and correct,  
24 including the factual basis for defendant's offense set forth in this agreement.

1           g. Defendant's agent(s) were not under the influence of any alcohol, drug, or  
2 medicine that would impair the ability to understand the agreement when defendant considered  
3 signing this agreement and when defendant signed it.

4           16. Defendant understands that defendant alone decides whether to plead guilty or go  
5 to trial, and acknowledges that defendant has decided to enter defendant's guilty plea knowing of  
6 the charges brought against defendant, defendant's possible defenses, and the benefits and  
7 possible detriments of proceeding to trial.

8           17. Defendant understands that no promises, understandings, or agreements other  
9 than those set forth in this agreement have been made or implied by defendant, defendant's  
10 attorney, ENRD or the USAO, and no additional promises, agreements, or conditions shall have  
11 any force or effect unless set forth in writing and signed by all parties or confirmed on the record  
12 before the district court.

13           18. Defendant acknowledges that defendant decided to plead guilty voluntarily and  
14 that no one threatened, coerced, or forced defendant to enter into this agreement.

15           19. Defendant is satisfied with the representation of defendant's attorney, and  
16 defendant is pleading guilty because defendant is guilty of the charges and chooses to take  
17 advantage of the promises set forth in this agreement and for no other reason.

18 //

19 //

20 //

21 //

22 //

23 //

24 //




**XIV. PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING**

20. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

ENVIRONMENT AND NATURAL RESOURCES  
DIVISION

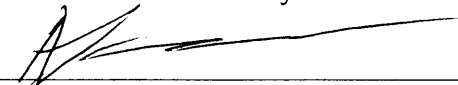
TODD KIM  
Assistant Attorney General

  
MATTHEW D. EVANS  
Assistant United States Attorney


8.15.24  
Date

UNITED STATES ATTORNEY'S OFFICE  
FOR THE DISTRICT OF NEVADA

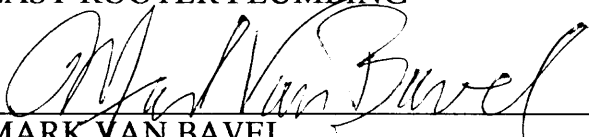
JASON M. FRIERSON  
United States Attorney

  
ANDREW KEENAN  
Assistant United States Attorney

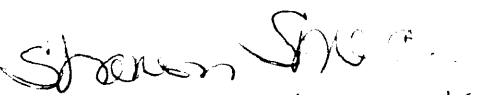
8/15/24  
Date

  
MATTHEW THURMAN  
Secretary and Corporate Officer of Defendant  
ENVIRONMENTAL RESOURCES INC., DBA  
EASY ROOTER PLUMBING

8/15/24  
Date

  
MARK VAN BAVEL  
Attorney for Defendant ENVIRONMENTAL  
RESOURCES INC., DBA EASY ROOTER  
PLUMBING

8/1/2024  
Date

  
SHAREN SMOCK

