

August 27, 2026

Carolyn A. Dubay, Secretary
Committee on Rules of Practice and Procedure
Administrative Office of the United States Courts
One Columbus Circle, NE, Room 7-300
Washington, DC 20544

Re: Rules Suggestion - Proposed Federal Rule of Criminal Procedure 23(d), Stipulations That
Materially Establish Guilt

Dear Ms. Dubay:

I respectfully submit the enclosed suggestion for a new subdivision of Federal Rule of Criminal Procedure 23. The proposal addresses a recurring gap between routine evidentiary stipulations and agreements that replace material witnesses, admit disputed conduct, establish offense elements, or collectively perform much of the work of a guilty plea.

The proposed Rule 23(d) would require a short, personal, on-the-record confirmation tied to the exact final document only when a stipulation materially carries the government's burden. It would leave ordinary agreements concerning authenticity, chain of custody, scheduling, and undisputed foundations within counsel's traditional trial authority. The attached memorandum includes proposed rule text, a proposed Committee Note, model colloquies, and a request for focused empirical study.

My federal case is included as a disclosed illustration of the avoidable record problem. This submission does not ask the Rules Committees to review my conviction or resolve any disputed fact. It proposes a prospective procedural safeguard that would protect defendants, defense counsel, prosecutors, witnesses, trial judges, and the finality of judgments.

Please assign this suggestion an agenda number and forward it to the Advisory Committee on Criminal Rules for consideration.

Respectfully submitted,

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RULES SUGGESTION

PROPOSED FEDERAL RULE OF CRIMINAL PROCEDURE 23(d)

Personal, Version-Specific Authorization of Stipulations That Materially Establish Guilt

Submitted by John Anthony Castro¹

I. EXECUTIVE SUMMARY

The Federal Rules carefully regulate a guilty plea and a waiver of jury trial, but they do not identify the point at which a trial stipulation becomes sufficiently plea-like to require the defendant's personal authorization. Rule 11 requires the judge to address the defendant personally before accepting a guilty plea. Rule 23(a) requires a written jury waiver, government consent, and judicial approval. Rule 23(c) requires findings in a nonjury trial. Yet no national rule governs an agreement that replaces material prosecution witnesses, admits disputed conduct, establishes a charged element, or leaves the factfinder with only a narrow issue such as intent.²

Most stipulations are routine and beneficial. They authenticate records, establish dates, simplify chain of custody, reduce prejudice, and conserve witness time. Counsel must retain broad authority over those matters. A smaller category, however, materially supplies the factual foundation for conviction. This suggestion calls those agreements **guilt-bearing stipulations**. The constitutional and practical concern arises from what the agreement does, not from the caption placed on it.

Federal appellate decisions reveal no uniform trigger or procedure. Some treat stipulated trials as outside Rule 11 and rely primarily on counsel's tactical authority and the defendant's nondissent. Others require substantial Rule 11 protections when the stipulated procedure is tantamount to a plea, or approve careful personal colloquies without identifying a national rule. The result is a label-dependent patchwork in which the same admission may receive materially different safeguards depending on circuit, trial format, and terminology.³

A new Rule 23(d) should require a focused personal confirmation when a stipulation materially establishes guilt. The judge would identify the exact final document, explain the material facts or testimony admitted and the counts or elements affected, confirm consultation with counsel, and ask whether the defendant voluntarily authorizes that exact agreement. A more

¹ J.D., University of New Mexico School of Law; LL.M. in Taxation, Georgetown University Law Center; alumnus, Harvard Business School. The author is not licensed to practice law. He was the defendant-appellant in *United States v. Castro*, discussed in Part VI. The proposal does not depend on resolving the disputed provenance and authorization issues in his favor.

² See Fed. R. Crim. P. 11(b)(1)-(3), 23(a)-(c); Federal Rules of Criminal Procedure 35-36 (Dec. 1, 2025).

³ Compare *United States v. Robertson*, 698 F.2d 703, 708-09 (5th Cir. 1983), and *United States v. Stephens*, 609 F.2d 230, 232-33 (5th Cir. 1980), with *Witherspoon v. United States*, 633 F.2d 1247, 1251-52 (6th Cir. 1980), and *United States v. Stalder*, 696 F.2d 59, 61-62 (8th Cir. 1982); see also *United States v. Lyons*, 898 F.2d 210, 215-16 (1st Cir. 1990); *United States v. Wellington*, 417 F.3d 284, 290-91 (2d Cir. 2005); *United States v. Muse*, 83 F.3d 672, 678-81 (4th Cir. 1996); *United States v. Lawson*, 682 F.2d 1012, 1015 (D.C. Cir. 1982); *United States v. Schmidt*, 760 F.2d 828, 834-35 (7th Cir. 1985); *United States v. Schuster*, 734 F.2d 424, 425 (9th Cir. 1984).

complete but still calibrated inquiry would apply when stipulations establish substantially all facts necessary for conviction. Routine stipulations would remain unaffected.

The rule would serve Rule 2’s goals of fairness, simplicity, and avoidance of unjustifiable expense and delay. A five-minute inquiry before the government releases a witness is less costly than years of litigation over what document was sent, what “I agree to them” referred to, whether a typed signature was authorized, or whether counsel’s silence supplied a valid waiver. The rule would regulate procedure and recordmaking without altering the government’s substantive burden, the elements of any offense, or the defendant’s underlying constitutional rights.⁴

II. THE CURRENT RULES LEAVE A PLEA-LIKE GAP

A. Stipulations Occupy a Spectrum

The word “stipulation” describes agreements that do very different work. At one end are housekeeping agreements: a record is authentic, a date is correct, a laboratory used a specified procedure, or a custodian would supply an uncontested foundation. Those agreements streamline trial without changing its objective.

A second category is testimonial. The parties agree that an absent witness would testify in a described manner, or that identified testimony may be treated as admissible. Such an agreement may waive confrontation and can be a prudent strategy when live testimony would be more damaging or cross-examination would add little.

A third category is guilt-bearing. The agreement admits disputed conduct, establishes or materially supports an element, replaces testimony central to proving an element, or collectively establishes substantially all facts necessary for conviction. A stipulation may be guilt-bearing even when it leaves intent, identity, or a legal inference unresolved. It may also be guilt-bearing even when counsel reasonably views it as advantageous.

The distinction is especially easy to miss in a bench trial. A jury sees which witnesses testify and hears the admitted facts announced. A judge may review a written agreement outside the ordinary rhythm of testimony. The defendant may believe the government still must prove a proposition that the writing has already removed from dispute.

B. Existing Rules Protect Adjacent Decisions but Not This One

Rule 11 requires the court to address a defendant personally, explain specified rights and consequences, determine voluntariness, and establish a factual basis before accepting a guilty plea. The rule creates a contemporaneous record and an opportunity to correct misunderstanding while the parties can still act.⁵

Rule 23(a) protects another fundamental trial choice by requiring the defendant’s written waiver before a jury trial may be dispensed with. Rule 23(b)(2) likewise requires a written stipulation and court approval before the parties reduce jury size. Rule 23(c) recognizes the need

⁴ See Fed. R. Crim. P. 2; 28 U.S.C. § 2072(b).

⁵ Fed. R. Crim. P. 11(b)(1)-(3); *McCarthy v. United States*, 394 U.S. 459, 465-72 (1969).

for specific findings in a nonjury trial. Current Rule 23 therefore already governs the identity of the factfinder, the composition of the jury, and the record of a bench adjudication. A new subdivision concerning plea-like evidentiary agreements is a natural fit.

The Supreme Court has also drawn a boundary between counsel-controlled tactics and choices belonging personally to the accused. In *Brookhart v. Janis*, counsel could not accept a procedure that was the practical equivalent of a guilty plea while the defendant insisted he was not pleading guilty. In *McCoy v. Louisiana*, the Court reaffirmed that counsel controls many trial means but the accused controls the objective of maintaining innocence or admitting guilt.⁶

Other decisions properly caution against converting every strategy into a personal-waiver question. *Florida v. Nixon* and *Gonzalez v. United States* recognize counsel's authority over many tactical matters. A rule that required a defendant's personal assent to every evidentiary agreement would impair effective representation and could expose defendants to unnecessary prejudicial proof.⁷

The missing procedure is therefore not a full Rule 11 colloquy for every stipulation. It is a calibrated rule for the boundary case: when a written admission becomes evidence and materially carries the government's burden.

C. Federal Decisions Use Different Labels and Safeguards

The federal cases do not supply a uniform answer. Fifth Circuit precedent permits counsel to waive confrontation through a legitimate trial tactic when the defendant does not dissent, while also recognizing that counsel may not, without the defendant's consent, stipulate to facts establishing guilt. Other Fifth Circuit authority rejects automatic application of Rule 11 to a stipulated trial.⁸

The Sixth and Eighth Circuits have required or discussed Rule 11-like protections when a stipulated procedure is tantamount to a guilty plea. The First, Second, Fourth, Seventh, Ninth, and District of Columbia Circuits have used varying formulations, often approving careful inquiries while declining to adopt a single trigger. A recent Sixth Circuit case demonstrates that a detailed colloquy for an all-element stipulation is workable, but the procedure remains discretionary rather than nationally required.⁹

This variation has three consequences. First, lawyers cannot reliably predict when personal authorization is required. Second, trial judges may not learn the parties' differing views of a stipulation's legal effect until closing argument or appeal. Third, appellate courts must reconstruct authorization from emails, counsel statements, silence, and later characterizations rather than review a direct answer tied to the operative document.

⁶ *Brookhart v. Janis*, 384 U.S. 1, 5-8 (1966); *McCoy v. Louisiana*, 584 U.S. 414, 421-28 (2018).

⁷ *Florida v. Nixon*, 543 U.S. 175, 181, 186-92 (2004); *Gonzalez v. United States*, 553 U.S. 242, 248-50 (2008); see also *Old Chief v. United States*, 519 U.S. 172, 174, 190-92 (1997).

⁸ *Stephens*, 609 F.2d at 232-33; *United States v. Ceballos*, 789 F.3d 607, 614, 616 (5th Cir. 2015); *Robertson*, 698 F.2d at 708-09.

⁹ *Witherspoon*, 633 F.2d at 1251-52; *Stalder*, 696 F.2d at 61-62; *Lyons*, 898 F.2d at 215-16; *Wellington*, 417 F.3d at 290-91; *Muse*, 83 F.3d at 678-81; *Lawson*, 682 F.2d at 1015; *Schmidt*, 760 F.2d at 834-35; *Schuster*, 734 F.2d at 425; *United States v. Watson*, No. 24-3679, slip op. at 11-14 (6th Cir. July 9, 2025).

III. PROPOSED RULE 23(d)

The cleanest amendment is a new subdivision of Rule 23. The Committee could adopt the following text or use it as a starting point:

(d) Stipulations That Materially Establish Guilt.

(1) Personal Confirmation Required. Before admitting or giving binding evidentiary effect to a stipulation that, alone or together with related stipulations:

(A) admits a disputed fact that establishes or materially supports an element of a charged offense;

(B) substitutes for testimony material to proving an element; or

(C) establishes substantially all facts necessary for conviction,

the court must address the defendant personally in open court and determine that the defendant:

(i) has reviewed the exact final stipulation;

(ii) has had an opportunity to consult with counsel;

(iii) understands the material facts or testimony admitted, the counts and elements affected, and that the government need not otherwise prove those matters; and

(iv) voluntarily authorizes the stipulation.

(2) Additional Advice When the Stipulations Establish Substantially the Case. If paragraph (1)(C) applies, the court must also inform the defendant that:

(A) the defendant may persist in a plea of not guilty;

(B) the government must prove beyond a reasonable doubt every element not admitted;

(C) the factfinder may rely on the stipulated matters as substantive evidence and may convict if the remaining issues are resolved against the defendant; and

(D) as to the stipulated matters, the agreement may relieve the government of calling identified witnesses and may waive the defendant's opportunity to confront and question them.

(3) Identification, Timing, and Revision.

(A) The court must identify the exact stipulation by docket number, exhibit number, date, page count, or another unambiguous descriptor and ensure that it is part of the record.

(B) The court must comply with this subdivision before the government materially relies on the stipulation, including by releasing a witness whose testimony it replaces.

(C) A material revision requires renewed compliance with this subdivision.

(4) Routine Agreements. This subdivision does not require personal confirmation for an agreement limited to authenticity, chain of custody, scheduling, an undisputed foundational matter, or another matter that does not materially establish an element or replace disputed proof of one.

IV. PROPOSED COMMITTEE NOTE

New subdivision (d) addresses stipulations whose evidentiary effect materially establishes guilt. It does not require the defendant's personal confirmation of routine trial-management agreements concerning authenticity, chain of custody, scheduling, uncontested foundation, or comparable matters.

The court should consider the substance and cumulative effect of the agreement rather than its title. A stipulation may fall within paragraph (1) when it admits disputed conduct material to an element, replaces material testimony, or, together with related agreements, establishes substantially all facts necessary for conviction.

The inquiry is intentionally shorter than the colloquy required by Rule 11. A stipulated trial remains a trial. The defendant may present evidence, contest remaining facts, challenge legal sufficiency, and preserve issues for appeal. The court need address only the material admissions and rights actually affected.

The phrase “exact final stipulation” ensures that personal authorization attaches to the operative writing. The court may identify the document by docket number, exhibit number, title and date, page count, secure electronic identifier, or another reliable descriptor. The court need not preserve every draft or keystroke. A material revision includes adding or expanding a factual admission, changing an agreement that a witness “would testify” into an agreement that the stated facts are true, adding affected counts or witnesses, or otherwise enlarging the agreement’s evidentiary effect.

The inquiry should ordinarily occur outside the jury’s presence and may occur under seal when necessary. The judge need not read the entire agreement aloud. It is sufficient to identify the operative document, summarize the provisions that materially carry the government’s burden, confirm consultation with counsel, and obtain the defendant’s voluntary authorization.

A stipulation offered principally to avoid prejudicial proof of an undisputed status element may warrant only an abbreviated confirmation. The rule is directed to agreements that materially alter the contested factual foundation of guilt, not to defense-protective measures whose effect and authorization are otherwise clear.

The rule does not prescribe a remedy for noncompliance. Existing constitutional doctrine and Rules 11(h) and 52 govern preservation, harmless error, and plain error. Nor does the rule determine whether counsel acted effectively or whether a particular stipulation was admissible on another ground.

V. REASONS FOR THE AMENDMENT

A. The Rule Should Turn on Effect, Not Labels

A national rule should not depend on whether lawyers call a proceeding a “stipulated trial,” “slow plea,” “prima facie trial,” “confessional stipulation,” or ordinary evidentiary agreement. Labels often reflect local custom rather than constitutional consequence. The relevant questions are what facts are conclusively admitted, what testimony is displaced, what elements are materially supplied, and what remains for the factfinder.

The proposed trigger is deliberately functional. Paragraph (1)(A) reaches a disputed factual admission that establishes or materially supports an element. Paragraph (1)(B) reaches an agreement that substitutes for material testimony. Paragraph (1)(C) reaches cumulative agreements that establish substantially all facts necessary for conviction. The rule does not activate merely because the evidence is strong or conviction is likely. It activates because the defendant’s own agreement has removed ordinary proof from the adversarial process.

That distinction also prevents overbreadth. A stipulation that a bank record is authentic or that a firearm crossed state lines may technically assist the government, but if the matter is undisputed and does not alter the defense objective, it remains routine. By contrast, a statement summarizing what several absent witnesses would say about the defendant’s conduct may materially establish guilt even if no single sentence recites an entire statutory element.

B. Exact-Document Identification Is an Essential Safeguard

Personal authorization is meaningful only if it attaches to the operative writing. Modern litigation relies on email, forwarded messages, collaborative Word files, electronic signatures, and PDFs generated from changing drafts. A statement such as “I agree to them” may appear

unequivocal years later while leaving unanswered which attachment was present, which version was final, and what consequences had been explained.

The proposed rule does not require digital forensics in every case. It requires a stable referent. Placing the final document on the docket or marking it as an exhibit, identifying it in open court, and asking whether the defendant reviewed and authorizes that version ordinarily will suffice. If the parties later make a material change, the court can summarize it and renew confirmation.

This record protects every participant. Defense counsel gains contemporaneous proof of authority. Prosecutors can excuse witnesses and organize proof with greater confidence. Judges avoid post hoc reconstruction. Appellate courts review a direct answer rather than infer consent from silence or pronouns. Witnesses are less likely to be recalled after a dispute arises.

C. The Rule Would Prevent, Not Create, Litigation

The principal objection is administrative burden. But the relevant comparison is not between a brief inquiry and no judicial time. It is between a brief inquiry and the possible cost of a post-trial motion, ineffective-assistance claim, evidentiary hearing, appellate remand, retrial, or professional-responsibility dispute.

The overwhelming majority of stipulations would remain in paragraph (4). A Tier Two inquiry for an element-bearing or materially testimonial agreement can take only a few questions. A more complete Tier Three inquiry would be reserved for the uncommon case in which the defendant's agreements establish substantially the prosecution's case.

The procedure may increase useful stipulations. Lawyers and courts are more likely to rely on a consequential agreement when its scope and authorization are fixed. Reliability and efficiency are complementary, not competing, objectives.

D. Existing State Practice Demonstrates Administrability

Minnesota permits guilt to be tried entirely on stipulated facts, stipulated evidence, or both, but requires the defendant personally to waive the rights to testify, to have prosecution witnesses testify in the defendant's presence, to question those witnesses, and to compel favorable witnesses. The agreement and waiver must be written or placed on the record. Minnesota also provides standardized forms for the procedure.¹⁰

The Minnesota rule is broader than the proposed paragraph (1) because it governs a case submitted entirely on stipulated material. It nevertheless proves the central administrative point: a jurisdiction can preserve the efficiency of stipulated adjudication while obtaining personal, right-specific waivers and a reliable record.

¹⁰ Minn. R. Crim. P. 26.01, subd. 3(b)-(c); Minnesota Rules of Criminal Procedure Appendix of Forms, Form 32(b).

E. The Proposal Fits the Rules Enabling Act

The Rules Enabling Act authorizes general rules of practice and procedure but prohibits abridging, enlarging, or modifying substantive rights. Proposed Rule 23(d) regulates the method by which a federal court receives and gives binding effect to a consequential evidentiary agreement. It does not change the elements of an offense, the government’s burden, the scope of the Confrontation Clause, or the admissibility of evidence outside the stipulation. It is procedural in the same sense as Rules 11 and 23(a): it creates a reliable record before a court acts on an asserted waiver.¹¹

The proposal also leaves harmless-error doctrine to existing law. It therefore avoids converting every defect into automatic reversal and permits courts to apply settled preservation and prejudice principles.

VI. UNITED STATES v. CASTRO AS A DISCLOSED ILLUSTRATION

The author’s case illustrates the record problem without supplying the proposal’s legal premise. After a five-day bench trial, John Anthony Castro was convicted of thirty-three counts under 26 U.S.C. § 7206(2). Before trial, the government proposed stipulations concerning testimony from witnesses it did not intend to call and exhibits associated with them.

The Fifth Circuit’s August 11, 2026 substituted opinion described the authorization process as follows: counsel emailed the stipulations to Castro; Castro replied, “I agree to them”; counsel signed; and the government signed and filed them. The panel held that counsel validly waived confrontation because Castro agreed in writing, did not dissent at trial, and the stipulations formed part of a legitimate strategy to narrow the dispute to intent.¹²

The opinion also recounted a pre-closing exchange. The district judge stated an impression that the government believed the stipulations proved all elements, including willfulness, on the affected counts. Defense counsel initially agreed that the defense admitted the elements other than willfulness, then clarified that the defense did not necessarily concede a fraudulent item. The panel treated the exchange as consistent with a strategy focused on intent.

Castro has separately disputed whether the exact final documents were attached to the short message he received and whether the typed name of lead counsel on the filed version was authorized. The government and the Fifth Circuit accepted a different account. This suggestion does not ask the Rules Committee to resolve those disputes or revisit the judgment.

Accepting the panel’s account in full still demonstrates the prospective value of a national rule. No trial-court question identified the exact final document and connected Castro’s personal authorization to it. No trial-court explanation stated which absent witnesses, facts, counts, and elements the stipulations displaced. The legal effect became clearest near closing, after the government had structured its proof in reliance on the agreements.

¹¹ 28 U.S.C. § 2072(a)-(b); see Fed. R. Crim. P. 11, 23(a).

¹² United States v. Castro, No. 24-11000, consolidated with No. 26-10428, slip op. at 12-15 (5th Cir. Aug. 11, 2026) (per curiam) (unpublished).

Under proposed Rule 23(d), the judge could have identified the filed document, summarized its material effect, and asked a direct question before witnesses were released. Castro might have agreed, objected, requested clarification, or sought revision. Any answer would have produced a reliable record and protected all sides. The rule would not dictate a different verdict; it would ensure that authorization was established prospectively rather than reconstructed after conviction.

VII. RESPONSES TO ANTICIPATED OBJECTIONS

A. Counsel Must Retain Authority to Manage Trial

Agreed. The proposed rule preserves that authority for routine stipulations and for the many evidentiary choices that do not materially establish guilt. The court asks about the agreement's scope and authorization, not counsel's privileged reasoning or defense strategy. A defendant cannot force disclosure of counsel's tactical analysis merely because the rule applies.

B. Defendants May Repudiate Sound Strategies After Conviction

That risk already exists. A contemporaneous record reduces it. A defendant who personally authorizes the exact final agreement after a focused explanation will face a clear record. A defendant who raises only a vague later accusation need not receive an evidentiary hearing. The proposal makes strategic choices more durable by documenting them.

C. Borderline Classification Will Be Difficult

Every legal system distinguishes routine stipulations from plea-like adjudication already; the present problem is that courts do so after the fact and without a common framework. The proposed categories supply objective indicators. When uncertainty remains, a short confirmation is inexpensive. Courts can err on the side of asking four questions without conducting a full plea hearing.

D. A Personal Inquiry May Signal Judicial Concern to the Jury

The rule should ordinarily be implemented outside the jury's presence. The Committee Note can make that explicit. Courts routinely conduct waiver inquiries and admissibility conferences without the jury. No strategic inference need reach the factfinder.

E. Rule 11 Already Provides the Necessary Analogy

Rule 11 supplies principles but not a fit. A stipulated trial may preserve issues, permit defense evidence, and leave genuine facts for adjudication. Applying all plea warnings would be excessive. The proposed rule borrows only the safeguards needed to identify the document, explain its material evidentiary effect, and verify personal authorization.

F. The Rule Could Interfere with Prejudice-Reducing Stipulations

Paragraph (4) and the Committee Note address that concern. A defendant often stipulates to an undisputed status element to keep prejudicial details from the jury. If authorization is clear and the stipulation does not alter the contested defense objective, the court need not conduct the

fuller inquiry. Where uncertainty exists, an abbreviated confirmation can protect the defendant without inviting the excluded evidence.

VIII. REQUEST FOR EMPIRICAL AND ADVISORY-COMMITTEE STUDY

If the Committee is not prepared to publish rule text immediately, it should retain the suggestion and request focused study by the Federal Judicial Center or the Rules Committee staff. Useful questions include:

- How frequently do federal criminal cases use stipulations that replace material witnesses, establish an element, or submit substantially the entire case on agreed facts or evidence?
- What colloquies, written forms, standing orders, or local practices do district courts currently use?
- How often do appellate or collateral proceedings dispute the scope, version, signature, or authorization of a stipulation?
- What distinctions do courts draw among an agreement that a witness would testify as stated, an agreement that the testimony is admissible, and an agreement that the stated facts are true?
- What state procedures, including Minnesota Rule 26.01, provide workable models?
- Would a model form or bench card resolve much of the problem even before a national rule takes effect?

The Committee could also circulate the proposal to the Federal Public and Community Defenders, the Department of Justice, district judges, magistrate judges, and court reporters for operational feedback. The issue affects prosecution logistics and defense autonomy in equal measure.

IX. CONCLUSION

Federal courts should continue to trust lawyers to streamline criminal trials. But when a stipulation replaces material witnesses or materially carries the government's burden, that trust should be supported by a record that identifies the exact agreement and confirms the defendant's informed authorization.

Proposed Rule 23(d) is narrow, administrable, and outcome neutral. It leaves routine evidentiary agreements untouched, avoids a full plea colloquy, preserves harmless-error doctrine, and gives trial judges a short procedure for preventing avoidable disputes. It would protect counsel, prosecutors, witnesses, courts, defendants, and the legitimacy of convictions resting on paper admissions rather than live proof.

The Advisory Committee should place this suggestion on its agenda, solicit empirical and practitioner input, and develop a national rule or model procedure governing stipulations that materially establish guilt.

APPENDIX A - MODEL FOCUSED COLLOQUIES

A. Element-Bearing or Materially Testimonial Stipulation

Court: I am referring to the document filed as ECF No. ___, titled “___,” dated ___, and consisting of ___ pages. Have you reviewed that exact document with your lawyer?

Defendant: Yes.

Court: The agreement states that [identify the material fact or expected testimony]. It will allow the government to rely on that matter without calling [identify witness, if applicable] or presenting other proof of [identify element or disputed proposition]. Do you understand that effect?

Defendant: Yes.

Court: Have you had enough time to discuss the advantages and disadvantages of the agreement with counsel?

Defendant: Yes.

Court: Do you personally authorize counsel to enter this exact agreement, voluntarily and without threats or undisclosed promises?

Defendant: Yes.

B. Stipulations Establishing Substantially the Case

Court: Taken together, the identified agreements establish [identify elements or essential facts]. The remaining disputed issue is [identify issue]. If that remaining issue is resolved against you, the court or jury may find you guilty without additional evidence on the admitted matters. Do you understand?

Defendant: Yes.

Court: You have the right to persist in your plea of not guilty and require the government to prove every element beyond a reasonable doubt. By authorizing these agreements, you are giving up the right to require ordinary proof of the admitted matters and, as to the identified witnesses, the opportunity to have them testify in your presence and be questioned. Do you understand?

Defendant: Yes.

Court: Knowing those consequences, do you still personally authorize the court to accept the exact agreements I have identified?

Defendant: Yes.

APPENDIX B - AUTHOR DISCLOSURE

John Anthony Castro holds a J.D. from the University of New Mexico School of Law and an LL.M. in Taxation from Georgetown University Law Center and is an alumnus of Harvard Business School. He is not licensed to practice law. He is currently incarcerated at FPC Pollock and was the defendant-appellant in *United States v. Castro*, No. 24-11000. This proposal distinguishes adjudicated facts from disputed allegations and does not ask the Rules Committees to review his conviction or pending litigation.