

301 WEST JEFFERSON STREET, SUITE 800 PHOENIX, ARIZONA 85003 WWW.MARICOPACOUNTYATTORNEY.ORG PH. (602) 506-3411 TDD (602) 506-4352 FAX (602) 506-8102

November 4, 2014

Marc J. Victor, Esq. 3920 S. Alma School Road Suite 5 Chandler, AZ 85248-4511

Dear Mr. Victor:

This document serves as a formal Pre-Indictment Resolution Offer to the facts as set forth in Phoenix Police Department Reports 2014-0128061 and 2013-01964423 concerning your client, Peter Nathan Steinmetz, DOB: 10/08/1959.

The Phoenix Police Department has submitted formal charges to the Maricopa County Attorney's Office for two counts of Disorderly Conduct in violation of 13-2904A6. Both counts involve the use of an AR-15 and therefore can be alleged as Dangerous Nature Offenses. In exchange for a promise by the Maricopa County Attorney's Office not to file any criminal charges arising out of these two Phoenix Police Department Reports, Mr. Steinmetz agrees to the following terms and conditions of this agreement:

- 1. Mr. Steinmetz will enroll in, attend and complete an extensive NRA Certified Course of instruction which results in the following certifications: Certified Home Firearm Safety; Certified Pistol; and Personal Protection in the Home. This training program must be administered by a qualified instructor. Mr. Steinmetz would be responsible for all costs and expenses incurred for the successful completion of the training. Mr. Steinmetz must register for this approved and certified training before January 1, 2015. This training must be completed before March 30, 2015.
- 2. Mr. Steinmetz agrees to pay a \$500.00 donation to the Rio Salado Sportsman's Club Youth Program before March 30, 2015.
- 3. Mr. Steinmetz agrees not to openly carry a firearm in Phoenix Sky Harbor Airport, Williams Gateway Airport, Deer Valley Airport and/or the Goodyear Regional Airport for a period of two years from the date this document is executed by both of the undersigned parties. However, Mr. Steinmetz may continue to carry firearms concealed at these locations so long as he remains in compliance with all laws.

- 4. Mr. Steinmetz acknowledges that if he were to violate condition number 3 in any of the above named airports, that the Phoenix Police Department could and would arrest him for trespassing.
- 5. Mr. Steinmetz understands that if he violates any term or condition of this agreement, the Maricopa County Attorney's Office has the ability to withdraw from this agreement and file any criminal charges, including felony criminal charges, as detailed in the Phoenix Police Department Reports noted above.
- 6. The Maricopa County Attorney's Office has sole discretion to determine if Mr. Steinmetz has successfully completed the terms and conditions detailed herein.
- 7. Mr. Steinmetz has received a complete copy of the police reports, still photographs and a copy of the video from the airport's security cameras. Mr. Steinmetz has reviewed the above mentioned evidence with his attorney. Mr. Steinmetz enters this agreement voluntarily. There are no promises, threats or agreements beyond those contained herein.
- 8. Should any portion of this agreement require additional litigation, both parties stipulate to the admission of this document into evidence.

| Pla NStraut | Cother & Colodne |
|---|------------------|
| Peter Steinmetz | Notary |
| Marc J. Nictor, Counsel for Mr. Steinmetz | 11/4/14 Date |
| Wate J. Wicton, doubter for twit. Stemmetz | Date |
| Kath & May | 11-04-2014 |
| Keith D. Manning, Deputy Maricopa County Attorney | Date |

