prosecutors at some unknown time to recommend leniency regarding pending federal charges against Wesley. Pet. Br. 38-39. This fact is consistent, however, with Wesley's testimony that he expected no consideration for testifying at petitioner's trial, but that he *did* receive a benefit from testifying at Evans's trial. Doc. 55-18 at 115 (Wesley, acknowledging that he received benefit for testifying against two other defendants); Pet. Br. 38 (noting that Evans was one of two defendants Wesley referenced). Finally, petitioner cites an unsworn "affidavit" from Greer stating that Greer and Wesley once joked about how both of them were testifying in exchange for favorable treatment. Pet. Br. 39 (citing Supp. Exh. H at 51). But Greer's word is no better than petitioner's. He, too, was convicted for his role in Warr's murder. PA41. And Greer's affidavit is also consistent with Wesley's testimony that Wesley received a benefit for testifying at Evans's trial. *See* Supp. Exh. H at 51 ("On the way to the court building to appear in Evans trial I road [sic] in the van with Jody Wesley. We talked about how we were both saying whatever Jensen and Wells wanted us to say to get a deal.").

Finally, petitioner makes no effort to explain why the State would conceal a deal it had made with Wesley while disclosing the deal it had made with Jesse Johnson, another witness who testified against petitioner. *See* Doc. 55-17 at 127-28 (eliciting testimony from Johnson that he would receive the minimum sentence for a pending state criminal charge in exchange for his truthful testimony against petitioner). Johnson was a far more important witness than Wesley. He was actually present at the Chess Club on the night of the shooting, and he testified

that petitioner tried to force him to kill Warr; when he refused, petitioner told Johnson that he would do it himself. *Id.* at 121-22.

In short, the record contains no clear and convincing evidence that Wesley testified at petitioner's trial because of an agreement with the State. Accordingly, petitioner's claim that the State suppressed such an agreement does not warrant habeas relief.

B. There is no reasonable probability that disclosure of the alleged deal would have changed the result of petitioner's trial.

Suppressed evidence is immaterial under *Brady* unless there is a reasonable probability that timely disclosure of the evidence would have changed the result of the proceeding. *See Kyles*, 514 U.S. at 433-34. Materiality should be judged "[i]n light of the weight of countervailing evidence." *United States v. Fallon*, 348 F.3d 248, 252 (7th Cir. 2003) (finding allegedly suppressed evidence immaterial, in part because government had produced "overwhelming evidence" of defendant's guilt); *see also Lieberman v. Washington*, 128 F.3d 1085, 1093 (7th Cir. 1997) (suppressed evidence immaterial "in light of the wealth of evidence of [petitioner's] guilt").

Petitioner argues that the alleged deal with Wesley was material because Wesley was the only person who testified that Evans paid petitioner to kill Warr. Pet. Br. 40. But, as the state court found, "[w]hatever the motive for Warr's killing, the evidence . . . is overwhelming that [petitioner] killed Warr." RA6.

Indeed, several witnesses other than Wesley testified that petitioner had admitted killing Warr or told them of his plans to kill Warr. Most of these