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 10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 JOHN MATHEW PIECUCH,

17 Defendant.
 18

ED CR No. 21-00179-JWH

PLEA AGREEMENT FOR DEFENDANT
JOHN MATHEW PIECUCH

19 1. This constitutes the plea agreement between JOHN MATHEW
 20 PIECUCH ("defendant") and the United States Attorney's Office for the
 21 Central District of California (the "USAO") in the above-captioned
 22 case. This agreement is limited to the USAO and cannot bind any
 23 other federal, state, local, or foreign prosecuting, enforcement,
 24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
 28 provided by the Court, appear and plead guilty to count two of the

1 indictment in United States v. Piecuch, Case No. ED CR 21-00179-JWH,
2 which charge defendant with Production of Child Pornography, in
3 violation of 18 U.S.C. § 2251(a), (e).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered
8 for service of sentence, obey all conditions of any bond, and obey
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be
11 excluded for sentencing purposes under United States Sentencing
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
13 within the scope of this agreement.

14 f. Be truthful at all times with the United States
15 Probation and Pretrial Services Office and the Court.

16 g. Agree to and not oppose the imposition of a term of
17 supervised release of no less than 20 years (with the government
18 reserving the right to seek a higher term of supervised release up to
19 the statutory maximum of life) with the following conditions of
20 supervised release set forth in the "Appendix" to this Agreement.

21 h. Pay the applicable special assessments at or before
22 the time of sentencing unless defendant has demonstrated a lack of
23 ability to pay such assessments.

24 i. Defendant agrees that any and all criminal debt
25 ordered by the Court will be due in full and immediately. The
26 government is not precluded from pursuing, in excess of any payment
27 schedule set by the Court, any and all available remedies by which to
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1 satisfy defendant's payment of the full financial obligation,
2 including referral to the Treasury Offset Program.

3 j. Complete the Financial Disclosure Statement on a form
4 provided by the USAO and, within 30 days of defendant's entry of a
5 guilty plea, deliver the signed and dated statement, along with all
6 of the documents requested therein, to the USAO by either email at
7 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
8 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
9 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
10 criminal debt shall be assessed based on the completed Financial
11 Disclosure Statement and all required supporting documents, as well
12 as other relevant information relating to ability to pay.

13 k. Authorize the USAO to obtain a credit report upon
14 returning a signed copy of this plea agreement.

15 l. Consent to the USAO inspecting and copying all of
16 defendant's financial documents and financial information held by the
17 United States Probation and Pretrial Services Office.

18 3. Defendant further agrees:

19 a. To forfeit all right, title, and interest in and to
20 any and all monies, properties, and/or assets of any kind, derived
21 from or acquired as a result of, or involved in the illegal activity
22 to which defendant is pleading guilty, specifically including, but
23 not limited to, the following:

24 i. Black Western Digital External Hard Drive with
25 serial number WXE707062520 (301/1B7);

26 ii. Black HP Envy Phoenix 810 PC Series Tower with
27 serial number MXX5100KYV (504/1B17); and

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1 iii. Silver HP Laptop with serial number 5CD43040TB
2 (701/1B18) (the "Forfeitable Assets").

3 b. To the Court's entry of an order of forfeiture at or
4 before sentencing with respect to the Forfeitable Assets and to the
5 forfeiture of the assets.

6 c. To take whatever steps are necessary to pass to the
7 United States clear title to the Forfeitable Assets, including,
8 without limitation, the execution of a consent decree of forfeiture
9 and the completing of any other legal documents required for the
10 transfer of title to the United States.

11 d. Not to contest any administrative forfeiture
12 proceedings or civil judicial proceedings commenced against the
13 Forfeitable Assets. If defendant submitted a claim and/or petition
14 for remission for all or part of the Forfeitable Assets on behalf of
15 himself or any other individual or entity, defendant shall and hereby
16 does withdraw any such claims or petitions, and further agrees to
17 waive any right he may have to seek remission or mitigation of the
18 forfeiture of the Forfeitable Assets.

19 e. Not to assist any other individual in any effort
20 falsely to contest the forfeiture of the Forfeitable Assets.

21 f. Not to claim that reasonable cause to seize the
22 Forfeitable Assets was lacking.

23 g. To prevent the transfer, sale, destruction, or loss of
24 any and all assets described above to the extent defendant has the
25 ability to do so.

26 h. To fill out and deliver to the USAO a completed
27 financial statement listing defendant's assets on a form provided by
28 the USAO.

1 i. That forfeiture of Forfeitable Assets shall not be
2 counted toward satisfaction of any special assessment, fine,
3 restitution, costs, or other penalty the Court may impose.

4 THE USAO'S OBLIGATIONS

5 4. The USAO agrees to:

6 a. Not contest facts agreed to in this agreement.

7 b. Abide by all agreements regarding sentencing contained
8 in this agreement.

9 c. At the time of sentencing, move to dismiss the
10 remaining counts of the indictment as against defendant. Defendant
11 agrees, however, that at the time of sentencing the Court may
12 consider any dismissed charges in determining the applicable
13 Sentencing Guidelines range, the propriety and extent of any
14 departure from that range, and the sentence to be imposed.

15 d. At the time of sentencing, provided that defendant
16 demonstrates an acceptance of responsibility for the offense up to
17 and including the time of sentencing, recommend a two-level reduction
18 in the applicable Sentencing Guidelines offense level, pursuant to
19 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
20 additional one-level reduction if available under that section.

21 e. Except for criminal tax violations (including
22 conspiracy to commit such violations chargeable under 18 U.S.C.
23 § 371), not further criminally prosecute defendant for violations of
24 18 U.S.C. §§ 2251(a) (Production of Child Pornography),
25 2422(b) (Enticement of a Minor), 2252A(a) (2) (A) (Receipt of Child
26 Pornography), and 2252A(a) (5) (B) (Possession of Child Pornography)
27 arising out of defendant's conduct described in the agreed-to factual
28 basis set forth in paragraph 15 below and for his conduct in

1 downloading, accessing, and possessing child pornography found on the
2 Forfeitable Assets, which were seized on July 21, 2021. Defendant
3 understands that the USAO is free to criminally prosecute defendant
4 for any other unlawful past conduct or any unlawful conduct that
5 occurs after the date of this agreement. Defendant agrees that at
6 the time of sentencing the Court may consider the uncharged conduct
7 in determining the applicable Sentencing Guidelines range, the
8 propriety and extent of any departure from that range, and the
9 sentence to be imposed after consideration of the Sentencing
10 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

11 f. Recommend that defendant be sentenced to a term of
12 imprisonment no higher than the low end of the applicable Sentencing
13 Guidelines range, provided that the offense level used by the Court
14 to determine that range is 36 or higher and provided that the Court
15 does not depart downward in offense level or criminal history
16 category. For purposes of this agreement, the low end of the
17 Sentencing Guidelines range is that defined by the Sentencing Table
18 in U.S.S.G. Chapter 5, Part A. In making its sentencing
19 recommendation, and to argue against, respond to, and rebut any
20 request or anticipated request by defendant for a sentence below the
21 low end of the Sentencing Guidelines range for an Offense Level of 36
22 or higher, the United States may include aggravating information
23 concerning (1) the nature and circumstances of the offenses and the
24 history and characteristics of the defendant and (2) the need for the
25 sentence imposed to (A) to reflect the seriousness of the offense, to
26 promote respect for the law, and to provide just punishment for the
27 offense; (B) to afford adequate deterrence to criminal conduct; (C)

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1 to protect the public from further crimes of the defendant, to
2 promote respect for the law and to support the requested sentence.

3 NATURE OF THE OFFENSES

4 5. Defendant understands that for defendant to be guilty of
5 the crime charged in count two, that is, Production of Child
6 Pornography, in violation of Title 18, United States Code, Section
7 2251(a), the following must be true:

8 a. First, at the time of the offense, the victim was
9 under the age of 18 years;

10 b. Second, the defendant (1) employed, used, persuaded,
11 induced, enticed, or coerced a victim to take part in sexually
12 explicit conduct, or (2) had a victim assist any other person to
13 engage in sexually explicit conduct, for the purposes of producing a
14 visual depiction of such conduct; and

15 c. Third, either:

16 i. The defendant knew or had reason to know that the
17 visual depiction would be mailed or transported across state lines or
18 in foreign commerce;

19 ii. the visual depiction was produced using materials
20 that had been mailed, shipped, or transported across state lines or
21 in foreign commerce, including by computer; or

22 iii. the visual depiction was mailed or actually
23 transported across state lines or in foreign commerce, or the visual
24 depiction affected interstate commerce.

25 PENALTIES AND RESTITUTION

26 6. Defendant understands that the statutory maximum sentence
27 that the Court can impose for a violation of Title 18, United States
28 Code, Section 2251(a), (e) is: 30 years' imprisonment; a lifetime

1 period of supervised release; a fine of \$250,000 or twice the gross
2 gain or gross loss resulting from the offense, whichever is greatest;
3 and a mandatory special assessment of \$100.

4 7. Defendant understands that the statutory mandatory minimum
5 sentence that the Court must impose for a violation of Title 18,
6 United States Code, Section 2251(a), (e) is: 15 years' imprisonment,
7 a five-year period of supervised release, and a mandatory special
8 assessment of \$100.

9 8. Defendant understands that defendant will be required to
10 pay full restitution to the victim(s) of the offense to which
11 defendant is pleading guilty. Defendant agrees that, in return for
12 the USAO's compliance with its obligations under this agreement, the
13 Court may order restitution to persons other than the victim(s) of
14 the offense to which defendant is pleading guilty and in amounts
15 greater than those alleged in the count to which defendant is
16 pleading guilty. In particular, defendant agrees that the Court may
17 order restitution to any victim of any of the following for any
18 losses suffered by that victim as a result: (a) any relevant conduct,
19 as defined in U.S.S.G. § 1B1.3, in connection with the offense to
20 which defendant is pleading guilty; and (b) charges not prosecuted
21 pursuant to this agreement as well as all relevant conduct, as
22 defined in U.S.S.G. § 1B1.3, in connection with those charges.
23 Defendant understands that, under the Amy, Vicky, and Andy Child
24 Pornography Victim Assistance Act of 2018, the Court shall impose a
25 restitution amount of not less than \$3,000 per victim. The parties
26 currently believe that the applicable amount of restitution is
27 approximately \$100,000, but recognize and agree that this amount
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1 could change based on facts that come to the attention of the parties
2 prior to sentencing.

3 9. Defendant understands that, pursuant to the Justice for
4 Victims of Trafficking Act of 2015, the Court shall impose an
5 additional \$5,000 special assessment if the Court concludes that
6 defendant is a non-indigent person, to be paid after defendant's
7 other financial obligations have been satisfied.

8 10. Defendant understands that, pursuant to 18 U.S.C. § 2259A,
9 the Court may impose an additional special assessment of up to
10 \$50,000.

11 11. Defendant understands that supervised release is a period
12 of time following imprisonment during which defendant will be subject
13 to various restrictions and requirements. Defendant understands that
14 if defendant violates one or more of the conditions of any supervised
15 release imposed, defendant may be returned to prison for all or part
16 of the term of supervised release authorized by statute for the
17 offense that resulted in the term of supervised release.

18 12. Defendant understands that as a condition of supervised
19 release, under Title 18, United States Code, Section 3583(d),
20 defendant will be required to register as a sex offender. Defendant
21 understands that independent of supervised release, he will be
22 subject to federal and state registration requirements, for a
23 possible maximum term of registration up to and including life.
24 Defendant further understands that, under Title 18, United States
25 Code, Section 4042(c), notice will be provided to certain law
26 enforcement agencies upon his release from confinement following
27 conviction.

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1 13. Defendant understands that, by pleading guilty, defendant
2 may be giving up valuable government benefits and valuable civic
3 rights, such as the right to vote, the right to possess a firearm,
4 the right to hold office, and the right to serve on a jury.
5 Defendant understands that he is pleading guilty to a felony and that
6 it is a federal crime for a convicted felon to possess a firearm or
7 ammunition. Defendant understands that the conviction in this case
8 may also subject defendant to various other collateral consequences,
9 including but not limited to revocation of probation, parole, or
10 supervised release in another case and suspension or revocation of a
11 professional license. Defendant understands that unanticipated
12 collateral consequences will not serve as grounds to withdraw
13 defendant's guilty plea.

14 14. Defendant and his counsel have discussed the fact that, and
15 defendant understands that, if defendant is not a United States
16 citizen, the conviction in this case makes it practically inevitable
17 and a virtual certainty that defendant will be removed or deported
18 from the United States. Defendant may also be denied United States
19 citizenship and admission to the United States in the future.
20 Defendant understands that while there may be arguments that
21 defendant can raise in immigration proceedings to avoid or delay
22 removal, removal is presumptively mandatory and a virtual certainty
23 in this case. Defendant further understands that removal and
24 immigration consequences are the subject of a separate proceeding and
25 that no one, including his attorney or the Court, can predict to an
26 absolute certainty the effect of his conviction on his immigration
27 status. Defendant nevertheless affirms that he wants to plead guilty
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1 regardless of any immigration consequences that his plea may entail,
2 even if the consequence is automatic removal from the United States.

3 FACTUAL BASIS

4 15. Defendant admits that defendant is, in fact, guilty of the
5 offense to which defendant is agreeing to plead guilty. Defendant
6 and the USAO agree to the statement of facts provided below and agree
7 that this statement of facts is sufficient to support a plea of
8 guilty to the charge described in this agreement and to establish the
9 Sentencing Guidelines factors set forth in paragraph 17 below but is
10 not meant to be a complete recitation of all facts relevant to the
11 underlying criminal conduct or all facts known to either party that
12 relate to that conduct.

13 Sometime before January 9, 2021, defendant, a resident of Hemet,
14 Riverside County, California, met 12-year-old Minor Victim 1, a
15 resident of Maryland, over Roblox, an online game platform.
16 Defendant pretended to be a minor boy himself online and told Minor
17 Victim 1 that he was a 13-year-old boy.

18 On January 9, 2021, defendant and Minor Victim 1 communicated
19 over iMessage, a messaging application for iPhones and other Apple
20 digital devices. During this conversation, defendant asked to see
21 Minor Victim 1's "pussy" and to "spread it open wide as you can."
22 Minor Victim 1 did send defendant several images of her genitalia as
23 requested by defendant.

24 Defendant also told Minor Victim 1 that he wanted to see five-
25 year-old Minor Victim 2's vagina and asked Minor Victim 1 to take and
26 send him photos of Minor Victim 2's vagina, which Minor Victim 1 did.
27 Defendant also encouraged Minor Victim to "lick" Minor Victim 2 and
28 asked Minor Victim 1 to send more photos of Minor Victim 1 and of

1 Minor Victim 2 to defendant.

2 On January 9, 2021, defendant did employ, use, persuade, induce
3 and enticed 12-year-old Minor Victim 1 to engage in sexually explicit
4 conduct, specifically, lewd and lascivious depiction of her
5 genitalia, and had Minor Victim 1 assist five-year-old Minor Victim 2
6 engage in sexually explicit conduct, specifically, lewd and
7 lascivious depiction of her genitalia, knowing that such visual
8 depiction would be transported and transmitted using any means and
9 facility of interstate commerce, such as digital devices, iMessage,
10 and internet, and was transported across state lines and affected
11 interstate commerce, as defendant directed and received child
12 pornography from Minor Victim 1, a resident of Maryland.

13 SENTENCING FACTORS

14 16. Defendant understands that in determining defendant's
15 sentence the Court is required to calculate the applicable Sentencing
16 Guidelines range and to consider that range, possible departures
17 under the Sentencing Guidelines, and the other sentencing factors set
18 forth in 18 U.S.C. § 3553(a). Defendant understands that the
19 Sentencing Guidelines are advisory only, that defendant cannot have
20 any expectation of receiving a sentence within the calculated
21 Sentencing Guidelines range, and that after considering the
22 Sentencing Guidelines and the other § 3553(a) factors, the Court will
23 be free to exercise its discretion to impose any sentence it finds
24 appropriate between the mandatory minimum and up to the maximum set
25 by statute for the crime of conviction.

26 17. Defendant and the USAO agree to the following applicable
27 Sentencing Guidelines factors:
28

1 Base Offense Level: 32 [U.S.S.G. § 2G2.1]
2 Prepubescent/Less than 12 +4 [U.S.S.G. § 2G2.1(b)(1)(A)]
3 Misrepresentation/Computer: +2 [U.S.S.G. § 2G2.1(b)(6)]
4 Other Victim: +1 [U.S.S.G. § 2G2.1(d)(1)]
5

6 Defendant and the USAO reserve the right to argue that additional
7 specific offense characteristics, adjustments, and departures under
8 the Sentencing Guidelines are appropriate. Defendant understands
9 that defendant's offense level could be increased if defendant is a
10 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's
11 offense level is so altered, defendant and the USAO will not be bound
12 by the agreement to Sentencing Guideline factors set forth above.

13 18. Defendant understands that there is no agreement as to
14 defendant's criminal history or criminal history category.

15 19. Pursuant to U.S.S.G. § 1B1.2(c), the parties stipulate that
16 for purposes of the Guidelines calculations, counts one and three, as
17 well as uncharged conduct described in the Factual Basis above, shall
18 be treated as if the defendant has been convicted of additional
19 counts charging those offenses. Specifically, the parties agree that
20 the provisions of U.S.S.G. § 2G2.1(d)(1) are applicable to conduct
21 involving Minor Victim 1.

22 20. Defendant and the USAO reserve the right to argue for a
23 sentence outside the sentencing range established by the Sentencing
24 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
25 (a)(2), (a)(3), (a)(6), and (a)(7).

26 WAIVER OF CONSTITUTIONAL RIGHTS

27 21. Defendant understands that by pleading guilty, defendant
28 gives up the following rights:

1 a. The right to persist in a plea of not guilty.

2 b. The right to a speedy and public trial by jury.

3 c. The right to be represented by counsel -- and if
4 necessary have the Court appoint counsel -- at trial. Defendant
5 understands, however, that, defendant retains the right to be
6 represented by counsel -- and if necessary have the Court appoint
7 counsel -- at every other stage of the proceeding.

8 d. The right to be presumed innocent and to have the
9 burden of proof placed on the government to prove defendant guilty
10 beyond a reasonable doubt.

11 e. The right to confront and cross-examine witnesses
12 against defendant.

13 f. The right to testify and to present evidence in
14 opposition to the charges, including the right to compel the
15 attendance of witnesses to testify.

16 g. The right not to be compelled to testify, and, if
17 defendant chose not to testify or present evidence, to have that
18 choice not be used against defendant.

19 h. Any and all rights to pursue any affirmative defenses,
20 Fourth Amendment or Fifth Amendment claims, and other pretrial
21 motions that have been filed or could be filed.

22 WAIVER OF VENUE

23 22. Having been fully advised by defendant's attorney regarding
24 the requirements of venue with respect to the offense to which
25 defendant is pleading guilty, to the extent the offense to which
26 defendant is pleading guilty were committed, begun, or completed
27 outside the Central District of California, defendant knowingly,
28 voluntarily, and intelligently waives, relinquishes, and gives up:

1 (a) any right that defendant might have to be prosecuted only in the
2 district where the offense to which defendant is pleading guilty were
3 committed, begun, or completed; and (b) any defense, claim, or
4 argument defendant could raise or assert based upon lack of venue
5 with respect to the offense to which defendant is pleading guilty.

6 WAIVER OF RETURN OF DIGITAL DATA

7 23. Understanding that the government has in its possession
8 digital devices and/or digital media seized from defendant, defendant
9 waives any right to the return of digital data contained on those
10 digital devices and/or digital media and agrees that if any of these
11 digital devices and/or digital media are returned to defendant, the
12 government may delete all digital data from those digital devices
13 and/or digital media before they are returned to defendant.

14 WAIVER OF APPEAL OF CONVICTION

15 24. Defendant understands that, with the exception of an appeal
16 based on a claim that defendant's guilty plea was involuntary, by
17 pleading guilty defendant is waiving and giving up any right to
18 appeal defendant's conviction on the offense to which defendant is
19 pleading guilty. Defendant understands that this waiver includes,
20 but is not limited to, arguments that the statute to which defendant
21 is pleading guilty is unconstitutional, and any and all claims that
22 the statement of facts provided herein is insufficient to support
23 defendant's plea of guilty.

24 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

25 25. Defendant agrees that, provided the Court imposes a total
26 term of imprisonment on all counts of conviction of no more than 235
27 months, defendant gives up the right to appeal all of the following:
28 (a) the procedures and calculations used to determine and impose any

1 portion of the sentence; (b) the term of imprisonment imposed by the
2 Court; (c) the fine imposed by the Court, provided it is within the
3 statutory maximum; (d) to the extent permitted by law, the
4 constitutionality or legality of defendant's sentence, provided it is
5 within the statutory maximum; (e) the amount and terms of any
6 restitution order, provided it requires payment of no more than
7 \$100,000; (f) the term of probation or supervised release imposed by
8 the Court, provided it is within the statutory maximum; and (g) any
9 of the following conditions of probation or supervised release
10 imposed by the Court: the conditions set forth in Second Amended
11 General Order 20-04 of this Court; the drug testing conditions
12 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
13 drug use conditions authorized by 18 U.S.C. § 3563(b)(7); and any
14 conditions of probation or supervised release agreed to by defendant
15 in paragraph 2 above and in the "Appendix" to this Agreement.

16 26. The USAO agrees that, provided (a) all portions of the
17 sentence are at or above the statutory minimum and at or below the
18 statutory maximum specified above and (b) the Court imposes a term of
19 imprisonment of no less than 188 months, the USAO gives up its right
20 to appeal any portion of the sentence, with the exception that the
21 USAO reserves the right to appeal the following: (a) the amount of
22 restitution ordered if that amount is less than \$3,000 per victim.

23 RESULT OF WITHDRAWAL OF GUILTY PLEA

24 27. Defendant agrees that if, after entering a guilty plea
25 pursuant to this agreement, defendant seeks to withdraw and succeeds
26 in withdrawing defendant's guilty plea on any basis other than a
27 claim and finding that entry into this plea agreement was
28 involuntary, then (a) the USAO will be relieved of all of its

1 obligations under this agreement; and (b) should the USAO choose to
2 pursue any charge that was either dismissed or not filed as a result
3 of this agreement, then (i) any applicable statute of limitations
4 will be tolled between the date of defendant's signing of this
5 agreement and the filing commencing any such action; and
6 (ii) defendant waives and gives up all defenses based on the statute
7 of limitations, any claim of pre-indictment delay, or any speedy
8 trial claim with respect to any such action, except to the extent
9 that such defenses existed as of the date of defendant's signing this
10 agreement.

11 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

12 28. Defendant agrees that if the count of conviction is
13 vacated, reversed, or set aside, both the USAO and defendant will be
14 released from all their obligations under this agreement.

15 EFFECTIVE DATE OF AGREEMENT

16 29. This agreement is effective upon signature and execution of
17 all required certifications by defendant, defendant's counsel, and an
18 Assistant United States Attorney.

19 BREACH OF AGREEMENT

20 30. Defendant agrees that if defendant, at any time after the
21 signature of this agreement and execution of all required
22 certifications by defendant, defendant's counsel, and an Assistant
23 United States Attorney, knowingly violates or fails to perform any of
24 defendant's obligations under this agreement ("a breach"), the USAO
25 may declare this agreement breached. All of defendant's obligations
26 are material, a single breach of this agreement is sufficient for the
27 USAO to declare a breach, and defendant shall not be deemed to have
28 cured a breach without the express agreement of the USAO in writing.

1 If the USAO declares this agreement breached, and the Court finds
2 such a breach to have occurred, then: (a) if defendant has previously
3 entered a guilty plea pursuant to this agreement, defendant will not
4 be able to withdraw the guilty plea, and (b) the USAO will be
5 relieved of all its obligations under this agreement.

6 31. Following the Court's finding of a knowing breach of this
7 agreement by defendant, should the USAO choose to pursue any charge
8 that was either dismissed or not filed as a result of this agreement,
9 then:

10 a. Defendant agrees that any applicable statute of
11 limitations is tolled between the date of defendant's signing of this
12 agreement and the filing commencing any such action.

13 b. Defendant waives and gives up all defenses based on
14 the statute of limitations, any claim of pre-indictment delay, or any
15 speedy trial claim with respect to any such action, except to the
16 extent that such defenses existed as of the date of defendant's
17 signing this agreement.

18 c. Defendant agrees that: (i) any statements made by
19 defendant, under oath, at the guilty plea hearing (if such a hearing
20 occurred prior to the breach); (ii) the agreed to factual basis
21 statement in this agreement; and (iii) any evidence derived from such
22 statements, shall be admissible against defendant in any such action
23 against defendant, and defendant waives and gives up any claim under
24 the United States Constitution, any statute, Rule 410 of the Federal
25 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
26 Procedure, or any other federal rule, that the statements or any
27 evidence derived from the statements should be suppressed or are
28 inadmissible.

1 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2 OFFICE NOT PARTIES

3 32. Defendant understands that the Court and the United States
4 Probation and Pretrial Services Office are not parties to this
5 agreement and need not accept any of the USAO's sentencing
6 recommendations or the parties' agreements to facts or sentencing
7 factors.

8 33. Defendant understands that both defendant and the USAO are
9 free to: (a) supplement the facts by supplying relevant information
10 to the United States Probation and Pretrial Services Office and the
11 Court, (b) correct any and all factual misstatements relating to the
12 Court's Sentencing Guidelines calculations and determination of
13 sentence, and (c) argue on appeal and collateral review that the
14 Court's Sentencing Guidelines calculations and the sentence it
15 chooses to impose are not error, although each party agrees to
16 maintain its view that the calculations in paragraph 17 are
17 consistent with the facts of this case. While this paragraph permits
18 both the USAO and defendant to submit full and complete factual
19 information to the United States Probation and Pretrial Services
20 Office and the Court, even if that factual information may be viewed
21 as inconsistent with the facts agreed to in this agreement, this
22 paragraph does not affect defendant's and the USAO's obligations not
23 to contest the facts agreed to in this agreement.

24 34. Defendant understands that even if the Court ignores any
25 sentencing recommendation, finds facts or reaches conclusions
26 different from those agreed to, and/or imposes any sentence up to the
27 maximum established by statute, defendant cannot, for that reason,
28 withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be between
5 the statutory mandatory minimum and within the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 35. Defendant understands that, except as set forth herein,
8 there are no promises, understandings, or agreements between the USAO
9 and defendant or defendant's attorney, and that no additional
10 promise, understanding, or agreement may be entered into unless in a
11 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

36. 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

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

Sonah Lee

7/23/2024

SONAH LEE
Assistant United States Attorney

Date

[Signature]

JOHN MATHEW PIECUCH
Defendant

Date

7/22/24

[Signature]

DIANE C. BASS
Attorney for Defendant JOHN MATHEW
PIECUCH

Date

7/22/24

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those

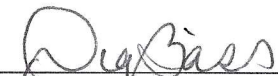
1 contained in this agreement. No one has threatened or forced me in
2 any way to enter into this agreement. I am satisfied with the
3 representation of my attorney in this matter, and I am pleading
4 guilty because I am guilty of the charge and wish to take advantage
5 of the promises set forth in this agreement, and not for any other
6 reason.

7
8 
JOHN MATHEW PIECUCH
Defendant

7/22/24
Date

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

11 I am JOHN MATHEW PIECUCH's attorney. I have carefully and
12 thoroughly discussed every part of this agreement with my client.
13 Further, I have fully advised my client of his rights, of possible
14 pretrial motions that might be filed, of possible defenses that might
15 be asserted either prior to or at trial, of the sentencing factors
16 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
17 provisions, and of the consequences of entering into this agreement.
18 To my knowledge: no promises, inducements, or representations of any
19 kind have been made to my client other than those contained in this
20 agreement; no one has threatened or forced my client in any way to
21 enter into this agreement; my client's decision to enter into this
22 agreement is an informed and voluntary one; and the factual basis set
23 forth in this agreement is sufficient to support my client's entry of
24 a guilty plea pursuant to this agreement.

25 
26 DIANE C. BASS
27 Attorney for Defendant JOHN MATHEW
PIECUCH

7/22/24
Date

1 APPENDIX

2 Sex Offender Supervised Release Conditions

3 1. Within three (3) days of release from prison, the defendant
4 shall register as a sex offender, and keep the registration current,
5 in each jurisdiction where the defendant resides, is employed and is
6 a student, pursuant to the registration procedures that have been
7 established in each jurisdiction. When registering for the first
8 time, the defendant shall also register in the jurisdiction in which
9 the conviction occurred if different from the defendant's
10 jurisdiction of residence. The defendant shall provide proof of
11 registration to the Probation Officer within 48 hours of
12 registration.

13 2. The defendant shall participate in a psychological
14 counseling or psychiatric treatment or a sex offender treatment
15 program, or any combination thereof as approved and directed by the
16 Probation Officer. The defendant shall abide by all rules,
17 requirements, and conditions of such program, including submission to
18 risk assessment evaluations and physiological testing, such as
19 polygraph and Abel testing. The defendant retains the right to
20 invoke the Fifth Amendment. The Court authorizes the Probation
21 Officer to disclose the Presentence Report, and any previous mental
22 health evaluations or reports, to the treatment provider. The
23 treatment provider may provide information (excluding the Presentence
24 report), to State or local social service agencies (such as the State
25 of California, Department of Social Service), for the purpose of the
26 client's rehabilitation.

27 3. As directed by the Probation Officer, the defendant shall
28 pay all or part of the costs of psychological counseling or

1 psychiatric treatment, or a sex offender treatment program, or any
2 combination thereof to the aftercare contractor during the period of
3 community supervision. The defendant shall provide payment and proof
4 of payment as directed by the Probation Officer. If the defendant
5 has no ability to pay, no payment shall be required.

6 4. The defendant shall not view or possess any materials,
7 including pictures, photographs, books, writings, drawings, videos,
8 or video games, depicting or describing child pornography, as defined
9 in 18 U.S.C. §2256(8), or sexually explicit conduct depicting minors,
10 as defined at 18 U.S.C. §2256(2). This condition does not prohibit
11 the defendant from possessing materials solely because they are
12 necessary to, and used for, a collateral attack, nor does it prohibit
13 the defendant from possessing materials prepared and used for the
14 purposes of the defendant's Court-mandated sex offender treatment,
15 when the defendant's treatment provider or the probation officer has
16 approved of the defendant's possession of the material in advance.

17 5. The defendant shall not own, use or have access to the
18 services of any commercial mail-receiving agency, nor shall the
19 defendant open or maintain a post office box, without the prior
20 written approval of the Probation Officer.

21 6. The defendant shall not contact the victim(s), or family
22 members of victims, by any means, including in person, by mail or
23 electronic means, or via third parties. Further, the defendant shall
24 remain at least 100 yards from the victim(s) at all times. If any
25 contact occurs, the defendant shall immediately leave the area of
26 contact and report the contact to the Probation Officer.

27 7. The defendant shall not enter, or loiter, within 100 feet
28 of school yards, parks, public swimming pools, playgrounds, youth

1 centers, video arcade facilities, amusement and theme parks, or other
2 places primarily used by persons under the age of 18, without the
3 prior written authorization of the probation officer.

4 8. The defendant shall not associate or have verbal, written,
5 telephonic, or electronic communication with any person under the age
6 of 18, except: (a) in the presence of the parent or legal guardian of
7 said minor; and (b) on the condition that the defendant notify said
8 parent or legal guardian of the defendant's conviction in the instant
9 offense/prior offense. This provision does not encompass persons
10 under the age of 18, such as waiters, cashiers, ticket vendors, etc.,
11 whom the defendant must interact with in order to obtain ordinary and
12 usual commercial services.

13 9. The defendant shall not affiliate with, own, control,
14 volunteer or be employed in any capacity by a business or
15 organization that causes the defendant to regularly contact persons
16 under the age of 18.

17 10. The defendant shall not affiliate with, own, control,
18 volunteer or be employed in any capacity by a business whose
19 principal product is the production or selling of materials depicting
20 or describing "sexually explicit conduct," as defined at 18 U.S.C. §
21 2256(2).

22 11. The defendant's employment shall be approved by the
23 Probation Officer, and any change in employment must be pre-approved
24 by the Probation Officer. The defendant shall submit the name and
25 address of the proposed employer to the Probation Officer at least
26 ten (10) days prior to any scheduled change.

27 12. Defendant shall not reside within direct view of school
28 yards, parks, public swimming pools, playgrounds, youth centers,

1 video arcade facilities, or other places primarily used by persons
2 under the age of 18. Defendant's residence shall be approved by the
3 Probation Officer, and any change in residence must be pre-approved
4 by the Probation Officer. Defendant shall submit the address of the
5 proposed residence to the Probation Officer at least ten days prior
6 to any scheduled move.

7 13. The defendant shall submit to a search, at any time, with
8 or without warrant, and by any law enforcement or probation officer,
9 of the defendant's person and any property, house, residence,
10 vehicle, papers, computers, cell phones, other electronic
11 communication or data storage devices or media, email accounts,
12 social media accounts, cloud storage accounts, effects and other
13 areas under the defendant's control, upon reasonable suspicion
14 concerning a violation of a condition of supervision or unlawful
15 conduct by the defendant, or by any probation officer in the lawful
16 discharge of the officer's supervision functions.

17 14. The defendant shall not view or possess any materials,
18 including pictures, photographs, books, writings, drawings, videos,
19 or video games, depicting or describing child erotica, which is
20 defined as a person under the age of 18 in partial or complete state
21 of nudity, in sexually provocative poses, viewed for the purpose of
22 sexual arousal.

23 15. Upon release from custody, the defendant shall submit to a
24 psycho-sexual evaluation approved and directed by the Probation
25 Officer. The offender shall abide by all rules, requirements, and
26 conditions, of such an assessment, including submission to risk
27 assessment evaluation, and physiological testing, such as polygraph,
28 and Abel testing, to determine if the offender is a risk for sexual

1 re-offending, in need of additional conditions of supervision and sex
2 offender specific treatment. As directed by the Probation Officer,
3 the defendant shall pay all or part of the costs of the evaluation to
4 the aftercare contractor during the period of community supervision.
5 The defendant shall provide payment and proof of payment as directed
6 by the Probation Officer. If the defendant has no ability to pay, no
7 payment shall be required.

8 16. The defendant shall participate in an evaluation by a
9 trained professional, approved by the Probation Office, to assess the
10 defendant's risk to the community as a sex offender. The evaluation
11 may include physiological testing, such as polygraph and Abel
12 testing. The Court authorizes the Probation Officer to disclose the
13 Presentence Report, and any previous mental health evaluations or
14 reports, to the evaluation provider. As directed by the Probation
15 Officer, the defendant shall pay all or part of the costs of the sex
16 offender risk evaluation to the aftercare contractor during the
17 period of community supervision. The defendant shall provide payment
18 and proof of payment as directed by the Probation Officer. If the
19 defendant has no ability to pay, no payment shall be required.

20 17. The defendant shall possess and use only those digital
21 devices, screen usernames, email accounts, social media accounts,
22 messaging applications, and cloud storage accounts, as well as any
23 passwords or passcodes for all such digital devices and accounts,
24 that have been disclosed to the Probation Officer upon commencement
25 of supervision. Any new devices, accounts, applications, passwords,
26 or passcodes are to be disclosed to the Probation Officer prior to
27 the first use. A digital device is any electronic system or device
28

1 that can access, view, obtain, store, or transmit visual depictions
2 of sexually explicit conduct involving children.

3 18. All computers, computer-related devices, and their
4 peripheral equipment, used by the defendant shall be subject to
5 search, seizure and computer monitoring. This shall not apply to
6 items used at the employment site that are maintained and monitored
7 by the employer.

8 19. The defendant shall comply with the rules and regulations
9 of the Computer Monitoring Program. The defendant shall pay the cost
10 of the Computer Monitoring Program.

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