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9 Attorneys for Plaintiff
 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 MATTHEW DANIEL JOHNSON,
 aka "anon,"

17 Defendant.
 18

ED CR No. 23-00169-SPG

PLEA AGREEMENT FOR DEFENDANT
MATTHEW DANIEL JOHNSON

19 1. This constitutes the plea agreement between MATTHEW DANIEL
 20 JOHNSON ("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:

1 i. Count eight of the indictment in United States v.
2 Matthew Daniel Johnson, Case No. ED CR 23-00169-SPG, which charge
3 defendant with Production of Child Pornography, in violation of 18
4 U.S.C. § 2251(a), (e); and

5 ii. Count fourteen of the indictment in United States
6 v. Matthew Daniel Johnson, Case No. ED CR 23-00169-SPG, which charge
7 defendant with Possession of Child Pornography, in violation of 18
8 U.S.C. §§ 2252A(a) (5) (B), (b) (2).

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

10 c. Abide by all agreements regarding sentencing contained
11 in this agreement.

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

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

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

21 g. Agree to and not oppose the imposition of a term of
22 supervised release of no less than 10 years (with the government
23 reserving the right to seek a higher term of supervised release up to
24 the statutory maximum of life) with the following conditions of
25 supervised release set forth in the "Appendix" to this Agreement.

26 h. Pay the applicable special assessment at or before the
27 time of sentencing unless defendant has demonstrated a lack of
28 ability to pay such assessments.

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

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

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

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

22 3. Defendant further agrees:

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

28 i. One Toshiba laptop with serial number 9F164630C;

1 ii. One Asus laptop with serial number
2 J9N0CX212135389;

3 iii. One Toshiba external hard drive with serial
4 number 85E6T8R3TWD6; and

5 iv. One Dell Desktop computer with serial number
6 00329-0000-0003-AA121 (the "Forfeitable Property").

7 b. To the Court's entry of an order of forfeiture at or
8 before sentencing with respect to the Forfeitable Property and to the
9 forfeiture of the property.

10 c. To take whatever steps are necessary to pass to the
11 United States clear title to the Forfeitable Property, including,
12 without limitation, the execution of a consent decree of forfeiture
13 and the completing of any other legal documents required for the
14 transfer of title to the United States.

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

23 e. Not to assist any other individual in any effort
24 falsely to contest the forfeiture of the Forfeitable Property.

25 f. Not to claim that reasonable cause to seize the
26 Forfeitable Property was lacking.

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1 g. To prevent the transfer, sale, destruction, or loss of
2 the Forfeitable Property described above to the extent defendant has
3 the ability to do so.

4 h. To fill out and deliver to the USAO a completed
5 financial statement listing defendant's assets on a form provided by
6 the USAO.

7 i. That forfeiture of Forfeitable Property shall not be
8 counted toward satisfaction of any special assessment, fine,
9 restitution, costs, or other penalty the Court may impose.

10 j. That the Preliminary Order of Forfeiture shall become
11 final as to the defendant upon entry.

12 k. With respect to any criminal forfeiture ordered as a
13 result of this plea agreement, defendant waives: (1) the requirements
14 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
15 notice of the forfeiture in the charging instrument, announcements of
16 the forfeiture sentencing, and incorporation of the forfeiture in the
17 judgment; (2) all constitutional and statutory challenges to the
18 forfeiture (including by direct appeal, habeas corpus or any other
19 means); and (3) all constitutional, legal, and equitable defenses to
20 the forfeiture of the Forfeitable Property in any proceeding on any
21 grounds including, without limitation, that the forfeiture
22 constitutes an excessive fine or punishment. Defendant acknowledges
23 that forfeiture of the Forfeitable Property is part of the sentence
24 that may be imposed in this case and waives any failure by the Court
25 to advise defendant of this, pursuant to Federal Rule of Criminal
26 Procedure 11(b)(1)(J), at the time the Court accepts defendant's
27 guilty plea.

28

THE USAO'S OBLIGATIONS

4. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

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

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

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

e. Except for criminal tax violations (including conspiracy to commit such violations chargeable under 18 U.S.C. § 371), not further criminally prosecute defendant for violations of 18 U.S.C. §§ 2251(a) (Production of Child Pornography), 2252A(a) (2) (A) (Receipt of Child Pornography), and 2252A(a) (5) (B) (Possession of Child Pornography) arising out of defendant's conduct described in the agreed-to factual basis set forth in paragraph 15 below and for defendant's conduct in downloading, accessing, and possessing child pornography found on the Forfeitable Property, seized on March 4, 2020. Defendant understands that the USAO is free to criminally prosecute defendant for any other unlawful past conduct

1 or any unlawful conduct that occurs after the date of this agreement.
2 Defendant agrees that at the time of sentencing the Court may
3 consider the uncharged conduct in determining the applicable
4 Sentencing Guidelines range, the propriety and extent of any
5 departure from that range, and the sentence to be imposed after
6 consideration of the Sentencing Guidelines and all other relevant
7 factors under 18 U.S.C. § 3553(a).

8 f. Not seek a sentence of imprisonment above the high end
9 of the applicable Sentencing Guidelines range, provided that the
10 offense level used by the Court to determine that range is 40 or
11 higher and provided that the Court does not depart downward in
12 offense level or criminal history category. For purposes of this
13 agreement, the high end of the Sentencing Guidelines range is that
14 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A. In
15 making its sentencing recommendation, and to argue against, respond
16 to, and rebut any request or anticipated request by defendant for a
17 sentence below the low end of the Sentencing Guidelines range for an
18 Offense Level of 40 or higher, the United States may include
19 aggravating information concerning (1) the nature and circumstances
20 of the offenses and the history and characteristics of the defendant
21 and (2) the need for the sentence imposed to (A) to reflect the
22 seriousness of the offense, to promote respect for the law, and to
23 provide just punishment for the offense; (B) to afford adequate
24 deterrence to criminal conduct; (C) to protect the public from
25 further crimes of the defendant, to promote respect for the law and
26 to support the requested sentence.

27

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1 NATURE OF THE OFFENSES

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

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

8 b. Second, defendant employed or used the victim to take
9 part in sexually explicit conduct for the purpose of producing a
10 visual depiction of such conduct; and

11 c. Third, either:

12 i. the defendant knew or had reason to know that the
13 visual depiction would be mailed or transported across state lines or
14 in foreign commerce;

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

18 iii. the visual depiction was mailed or actually
19 transported across state lines or in foreign commerce, or the visual
20 depiction affected interstate commerce.

21 6. Defendant understands that for defendant to be guilty of
22 the crime charged in count fourteen, that is, Possession of Child
23 Pornography, in violation of Title 18, United States Code, Section
24 2252A(a) (5) (B), the following must be true:

25 a. First, defendant knowingly possessed matters that
26 defendant knew contained visual depictions of minors engaged in
27 sexually explicit conduct;

28

1 9. Defendant understands, therefore, that the total maximum
2 sentence for all offenses to which defendant is pleading guilty is:
3 50 years' imprisonment; a lifetime period of supervised release; a
4 fine of \$500,000 or twice the gross gain or gross loss resulting from
5 the offenses, whichever is greatest; and a mandatory special
6 assessment of \$200.

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

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

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

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

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

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

26 16. Defendant understands that, by pleading guilty, defendant
27 may be giving up valuable government benefits and valuable civic
28 rights, such as the right to vote, the right to possess a firearm,

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

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

FACTUAL BASIS

18. Defendant admits that defendant is, in fact, guilty of the offenses to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support pleas of guilty to the charges described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 20 below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

On or about March 4, 2020, Fontana Internet Crimes Against Children Task Force ("Fontana ICAC") searched defendant's residence in Loma Linda, San Bernardino County, and defendant's office at La Sierra Academy, Riverside County, pursuant to state search warrants. At his residence in Loma Linda, defendant possessed a Toshiba laptop with serial number 9F164630C that contained the following child pornography video files:

- boy+boy s8 (f) loverboys 11 yo boys - pedo gay pthc boy.lnk: a 24-minute-24-second-long video which depicts various minor boys and adult men engaging in oral copulation and anal sexual intercourse;
- !!!!!!!!! [boy+man] sasha 12 yo boyfuck video! (best!).avi: a 26-minutes-42-seconds-long compilation video depicting the sexual assault of a prepubescent boy who appears to be about 12 years old by an adult male. The boy initially engages in manual masturbation of the adult male's penis, then is forced to engage in oral copulation on the adult male, and then the adult male

1 engages in oral copulation of the boy, leading to the man anally
2 penetrating the child with his erect penis;

- 3 • [m+b] 5yo boy takes cock up the butt (man, boy, boylove,
4 toddler, anal, pedo, gay).mp4: a 48-seconds-long video which
5 depicts a prepubescent boy between 3-5 years of age, lying naked
6 on his back. An adult male uses his hand to force his erect
7 penis inserts into the child's anus. The child can be heard
8 making grunting noises which increase in volume as the man
9 pushes his penis deeper into the child's anus;
- 10 • Pedo boy- Cristian is on his back taking all of a mans hard cock
11 Only 10yo - PTHC GAY Anal Colombia.avi: a 2-minutes-52-seconds-
12 long video depicting a prepubescent boy lying on his back who
13 appears to be about 10 years of age. The camera is focused on
14 the boy's penis and anus, and two adult men in the video anally
15 rape the boy;
- 16 • f60ec990-9ac6-4218-aa25-b20f98535ded.mpg: a 38-minutes-long
17 video which initially depicts two naked prepubescent boys, about
18 10 years of age, orally copulating each other. In the next
19 scene, a man dressed all in black stands in front of a
20 prepubescent boy laying on his stomach on a dark blue blanket.
21 The child has his hands tied behind his back with the wrists
22 bound to his ankles. The man puts his penis into the boy's
23 mouth, while the boy tries to move his face away from the man's
24 penis. The man forces the child's head up and pushes his penis
25 into the child's mouth. In the next scene, a prepubescent boy,
26 about 10 years old, is naked, tied to a chair with a white rope.
27 An adult man puts his penis into the boy's mouth. The next
28 scene shows the same boy in the shower with a naked adult man.

1 The adult male puts his erect penis into the child's mouth. In
2 another segment, an adult male is orally copulated by two
3 prepubescent boys about 10 years old. The remainder of the
4 video (approximately 15 minutes in duration) shows what appears
5 to be the same child and adult in various rooms. The child is
6 repeatedly anally assaulted by the man using his erect penis;
7 and

- 8 • boyfuck - man fucks his boy jared lly in bathtub.avi: a 26-
9 minutes-53-seconds-long video which depicts a prepubescent boy,
10 about 11 years old and an adult man in a bathtub. The man has
11 the child masturbate his erect penis and then puts his penis
12 into the boy's mouth. The man places the boy on his hands and
13 knees, spread his buttocks to displaying the boy's anus for the
14 camera and then penetrates the anus digitally, orally, and then
15 with his erect penis. The adult man then orally copulates the
16 child and then directs the child to insert his penis into the
17 man's anus. The video contains audio and ends with the man
18 telling the child he is special and this is their secret.

19
20 Defendant admits and agrees that he knew that the video files
21 described above that he possessed on March 4, 2020, contained visual
22 depictions of minors engaging in sexually explicit conduct, that he
23 knew that the visual depictions showed minors engaged in sexually
24 explicit conduct, and that he knew that production of such visual
25 depiction involved use of minors engaged in sexually explicit
26 conduct. Defendant admits and agrees that the minors depicted in the
27 videos were real children, and defendant possessed child pornography
28 using the Internet, which is a means and facility of interstate and

1 foreign commerce, and using his Toshiba laptop, which was
2 manufactured in China, outside the state of California.

3 During the execution of the search warrant at defendant's
4 residence, defendant admitted to Fontana ICAC that he had hidden a
5 pen-shaped recording device in a toilet paper holder inside of a
6 school bathroom, across the hall from his office as a school
7 counselor at La Sierra Academy. Inside defendant's office, Fontana
8 ICAC found a Toshiba external hard drive with serial number
9 85E6T8R3TWD6 which contained over a hundred video files depicting
10 approximately 62 minors, which were created by defendant by hiding a
11 recording device inside a bathroom.

12 One of the video files, as alleged in count eight and created on
13 or about January 15, 2020, depicts a minor who was approximately 5
14 years old at the time, urinating inside a bathroom, with his
15 genitalia depicted in the video. The recording device was hidden
16 inside a toilet paper roll to capture the genitals of minor boys
17 using the toilet, and Fontana ICAC also recovered videos of defendant
18 adjusting the recording device.

19 Another video file depicted defendant adjusting a recording
20 device inside a different bathroom at a Junior High School Bible Camp
21 where defendant was working as a chaperone of children attending the
22 camp. The video file subsequently captured minor boys using the
23 toilet and the shower and depicted their genitalia.

24 Defendant admits and agrees that he knew that the video alleged
25 in count eight depicted Minor Victim 7, a real child who was less
26 than 18 years old. Defendant further admits that defendant used and
27 employed Minor Victim 7 for the purpose of creating a visual
28 depiction of a minor engaging in sexually explicit conduct.

1 Defendant also admits and agrees that he copied child pornography
2 that he surreptitiously produced onto his Toshiba external hard drive
3 with serial number 85E6T8R3TWD6, which was manufactured in the
4 Philippines, outside the state of California.

5 SENTENCING FACTORS

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

18 20. Defendant and the USAO agree to the following applicable
19 Sentencing Guidelines factors:

20	Base Offense Level:	32	U.S.S.G. § 2G2.1
21	Less than 12:	+4	U.S.S.G. § 2G2.1(b) (1)
22	Abuse of Position:	+2	U.S.S.G. § 3B1.3
23	Repeat/Dangerous Sex Offender:	+5	U.S.S.G. § 4B1.5

24
25 Defendant and the USAO reserve the right to argue that additional
26 specific offense characteristics, adjustments, and departures under
27 the Sentencing Guidelines are appropriate. Defendant understands
28 that defendant's offense level could be increased if defendant is a

1 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's
2 offense level is so altered, defendant and the USAO will not be bound
3 by the agreement to Sentencing Guideline factors set forth above.

4 21. Defendant understands that there is no agreement as to
5 defendant's criminal history or criminal history category.

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

10 WAIVER OF CONSTITUTIONAL RIGHTS

11 23. Defendant understands that by pleading guilty, defendant
12 gives up the following rights:

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

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

15 c. The right to be represented by counsel -- and if
16 necessary have the Court appoint counsel -- at trial. Defendant
17 understands, however, that, defendant retains the right to be
18 represented by counsel -- and if necessary have the Court appoint
19 counsel -- at every other stage of the proceeding.

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

23 e. The right to confront and cross-examine witnesses
24 against defendant.

25 f. The right to testify and to present evidence in
26 opposition to the charges, including the right to compel the
27 attendance of witnesses to testify.

28

1 g. The right not to be compelled to testify, and, if
2 defendant chose not to testify or present evidence, to have that
3 choice not be used against defendant.

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

7 WAIVER OF RETURN OF DIGITAL DATA

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

15 WAIVER OF APPEAL OF CONVICTION

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

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 26. Defendant agrees that, provided the Court imposes a total
27 term of imprisonment on all counts of conviction of no more than 365
28 months, defendant gives up the right to appeal all of the following:

1 (a) the procedures and calculations used to determine and impose any
2 portion of the sentence; (b) the term of imprisonment imposed by the
3 Court; (c) the fine imposed by the Court, provided it is within the
4 statutory maximum; (d) to the extent permitted by law, the
5 constitutionality or legality of defendant's sentence, provided it is
6 within the statutory maximum; (e) the amount and terms of any
7 restitution order; (f) the term of probation or supervised release
8 imposed by the Court, provided it is within the statutory maximum;
9 and (g) any of the following conditions of probation or supervised
10 release imposed by the Court: the conditions set forth in Second
11 Amended General Order 20-04 of this Court; the drug testing
12 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
13 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7);
14 and any conditions of probation or supervised release agreed to by
15 defendant in paragraph 2 above and in the "Appendix" to this
16 Agreement.

17 27. The USAO agrees that, provided (a) all portions of the
18 sentence are at or above the statutory minimum and at or below the
19 statutory maximum specified above and (b) the Court imposes a term of
20 imprisonment of no less than 292 months, the USAO gives up its right
21 to appeal any portion of the sentence, with the exception that the
22 USAO reserves the right to appeal the following: (a) the amount of
23 restitution ordered if that amount is less than \$3,000 per victim.

24 RESULT OF WITHDRAWAL OF GUILTY PLEA

25 28. Defendant agrees that if, after entering guilty pleas
26 pursuant to this agreement, defendant seeks to withdraw and succeeds
27 in withdrawing defendant's guilty pleas on any basis other than a
28 claim and finding that entry into this plea agreement was

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

12 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

13 29. Defendant agrees that if any count of conviction is
14 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
15 resentence defendant on any remaining count of conviction, with both
16 the USAO and defendant being released from any stipulations regarding
17 sentencing contained in this agreement, (b) ask the Court to void the
18 entire plea agreement and vacate defendant's guilty plea on any
19 remaining count of conviction, with both the USAO and defendant being
20 released from all their obligations under this agreement, or
21 (c) leave defendant's remaining conviction, sentence, and plea
22 agreement intact. Defendant agrees that the choice among these three
23 options rests in the exclusive discretion of the USAO.

24 EFFECTIVE DATE OF AGREEMENT

25 30. This agreement is effective upon signature and execution of
26 all required certifications by defendant, defendant's counsel, and an
27 Assistant United States Attorney.

BREACH OF AGREEMENT

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2 31. Defendant agrees that if defendant, at any time after the
3 signature of this agreement and execution of all required
4 certifications by defendant, defendant's counsel, and an Assistant
5 United States Attorney, knowingly violates or fails to perform any of
6 defendant's obligations under this agreement ("a breach"), the USAO
7 may declare this agreement breached. All of defendant's obligations
8 are material, a single breach of this agreement is sufficient for the
9 USAO to declare a breach, and defendant shall not be deemed to have
10 cured a breach without the express agreement of the USAO in writing.
11 If the USAO declares this agreement breached, and the Court finds
12 such a breach to have occurred, then: (a) if defendant has previously
13 entered a guilty plea pursuant to this agreement, defendant will not
14 be able to withdraw the guilty plea, and (b) the USAO will be
15 relieved of all its obligations under this agreement.

16 32. Following the Court's finding of a knowing breach of this
17 agreement by defendant, should the USAO choose to pursue any charge
18 that was either dismissed or not filed as a result of this agreement,
19 then:

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

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

1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

12 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

13 OFFICE NOT PARTIES

14 33. Defendant understands that the Court and the United States
15 Probation and Pretrial Services Office are not parties to this
16 agreement and need not accept any of the USAO's sentencing
17 recommendations or the parties' agreements to facts or sentencing
18 factors.

19 34. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation and Pretrial Services Office and the
22 Court, (b) correct any and all factual misstatements relating to the
23 Court's Sentencing Guidelines calculations and determination of
24 sentence, and (c) argue on appeal and collateral review that the
25 Court's Sentencing Guidelines calculations and the sentence it
26 chooses to impose are not error, although each party agrees to
27 maintain its view that the calculations in paragraph 20 are
28 consistent with the facts of this case. While this paragraph permits

1 both the USAO and defendant to submit full and complete factual
2 information to the United States Probation and Pretrial Services
3 Office and the Court, even if that factual information may be viewed
4 as inconsistent with the facts agreed to in this agreement, this
5 paragraph does not affect defendant's and the USAO's obligations not
6 to contest the facts agreed to in this agreement.

7 35. Defendant understands that even if the Court ignores any
8 sentencing recommendation, finds facts or reaches conclusions
9 different from those agreed to, and/or imposes any sentence up to the
10 maximum established by statute, defendant cannot, for that reason,
11 withdraw defendant's guilty pleas, and defendant will remain bound to
12 fulfill all defendant's obligations under this agreement. Defendant
13 understands that no one -- not the prosecutor, defendant's attorney,
14 or the Court -- can make a binding prediction or promise regarding
15 the sentence defendant will receive, except that it will be between
16 the statutory mandatory minimum and within the statutory maximum.

17 NO ADDITIONAL AGREEMENTS

18 36. Defendant understands that, except as set forth herein,
19 there are no promises, understandings, or agreements between the USAO
20 and defendant or defendant's attorney, and that no additional
21 promise, understanding, or agreement may be entered into unless in a
22 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

37. 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

8/28/2024

Sonah Lee

SONAH LEE
Assistant United States Attorney

Date

Matthew Johnson
MATTHEW DANIEL JOHNSON
Defendant

08/27/2024

Date

Jon Lynn
JONATHAN M. LYNN
Attorney for Defendant MATTHEW
DANIEL JOHNSON

8/27/24

Date

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 Matthew Johnson 08/27/2024
8 MATTHEW DANIEL JOHNSON Date
9 Defendant

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

11 I am MATTHEW DANIEL JOHNSON'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 guilty pleas pursuant to this agreement.

25 Jon Lynn 8/27/24
26 JONATHAN M. LYNN Date
27 Attorney for Defendant MATTHEW
28 DANIEL JOHNSON

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 victims, 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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