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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 JONATHAN A. BARAJAS NAVA,

17 Defendant.

ED CR No. 24-134(A)-JFW

PLEA AGREEMENT FOR DEFENDANT
JONATHAN A. BARAJAS NAVA

18
19 1. This constitutes the plea agreement between Jonathan A.
20 Barajas Nava ("defendant") and the United States Attorney's Office
21 for the Central District of California (the "USAO") in the above-
22 captioned case. This agreement is limited to the USAO and cannot
23 bind any other federal, state, local, or foreign prosecuting,
24 enforcement, 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 a single-count

1 First Superseding Information in the form attached to this agreement
2 as Exhibit A or a substantially similar form, which charges defendant
3 with damage to religious property, in violation of 18 U.S.C.
4 §§ 247(a)(1), (d)(3).

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

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

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

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

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

17 g. Pay the applicable special assessment at or before the
18 time of sentencing unless defendant has demonstrated a lack of
19 ability to pay such assessments.

20 THE USAO'S OBLIGATIONS

21 3. The USAO agrees to:

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

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

25 c. At the time of sentencing, move to dismiss the
26 underlying indictment as against defendant. Defendant agrees,
27 however, that at the time of sentencing the Court may consider any
28 dismissed charges in determining the applicable Sentencing Guidelines

1 range, the propriety and extent of any departure from that range, and
2 the sentence to be imposed.

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

9 NATURE OF THE OFFENSE

10 4. Defendant understands that for defendant to be guilty of
11 the crime charged in the single-count First Superseding Information,
12 that is, damage to religious property in violation of Title 18,
13 United States Code, Sections 247(a)(1), (d)(3), the following must be
14 true: (1) the defendant defaced, damaged, or destroyed religious real
15 property, or attempted to do so; (2) the defendant did so, or
16 attempted to do so, using fire or an explosive; (3) the defendant
17 acted intentionally; (4) the defendant did so because of the
18 religious character of the property; and (5) the offense was in or
19 affected interstate or foreign commerce.

20 PENALTIES AND RESTITUTION

21 5. Defendant understands that the statutory maximum sentence
22 that the Court can impose for each violation of Title 18, United
23 States Code, Sections 247(a)(1), (d)(3), is: 20 years' imprisonment;
24 a 3-year period of supervised release; a fine of \$250,000 or twice
25 the gross gain or gross loss resulting from the offense, whichever is
26 greatest; and a mandatory special assessment of \$100.

27 6. Defendant understands that supervised release is a period
28 of time following imprisonment during which defendant will be subject

1 to various restrictions and requirements. Defendant understands that
2 if defendant violates one or more of the conditions of any supervised
3 release imposed, defendant may be returned to prison for all or part
4 of the term of supervised release authorized by statute for the
5 offense that resulted in the term of supervised release, which could
6 result in defendant serving a total term of imprisonment greater than
7 the statutory maximum stated above.

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

21 8. Defendant understands that, if defendant is not a United
22 States citizen, the felony conviction in this case may subject
23 defendant to: removal, also known as deportation, which may, under
24 some circumstances, be mandatory; denial of citizenship; and denial
25 of admission to the United States in the future. The Court cannot,
26 and defendant's attorney also may not be able to, advise defendant
27 fully regarding the immigration consequences of the felony conviction
28 in this case. Defendant understands that unexpected immigration

1 consequences will not serve as grounds to withdraw defendant's guilty
2 plea.

3 9. Defendant understands that defendant will be required to
4 pay full restitution to the victim of the offense to which defendant
5 is pleading guilty. Defendant agrees that, in return for the USAO's
6 compliance with its obligations under this agreement, the Court may
7 order restitution to persons other than the victim of the offense to
8 which defendant is pleading guilty and in amounts greater than those
9 alleged in the count to which defendant is pleading guilty. In
10 particular, defendant agrees that the Court may order restitution to
11 any victim of any of the following for any losses suffered by that
12 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
13 § 1B1.3, in connection with the offense to which defendant is
14 pleading guilty; and (b) any counts pursuant to this agreement, as
15 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in
16 connection with those counts.

17 FACTUAL BASIS

18 10. Defendant admits that defendant is, in fact, guilty of the
19 offense to which defendant is agreeing to plead guilty. Defendant
20 and the USAO agree to the statement of facts provided below and agree
21 that this statement of facts is sufficient to support a plea of
22 guilty to the charge described in this agreement but is not meant to
23 be a complete recitation of all facts relevant to the underlying
24 criminal conduct or all facts known to either party that relate to
25 that conduct.

26 On April 24, 2024, defendant set fire to the Retreat Church and
27 Yucaipa Christian Preschool ("the Church") in Yucaipa, California.
28 Before setting the Church on fire, Nava traveled to a nearby gas

1 station and purchased a gas can and filled it with gasoline. Nava
2 then traveled to the Church with the gas can and poured the liquid on
3 the front-door area of the Church. Nava used an open-flame device to
4 set the area on fire. The fire damaged the Church's interior carpet,
5 the seal of the doorframe, and the outdoor mat. Staff and children
6 inside evacuated the building. Nava then traveled to a nearby strip
7 mall and set fire to the exterior wall, which resulted in no damage.

8 Defendant set fire to the Church because of its religious
9 character. The Church includes a commercial daycare operation and is
10 actively engaged in interstate commercial activity by participating
11 in the market for childcare services. The Church is also an
12 affiliate in, and sends part of its monetary donations to, a larger
13 church network headquartered in Kansas.

14 SENTENCING FACTORS

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

27 12. Except as set forth in paragraph 3 above, defendant and the
28 USAO have no agreement as to the appropriate sentence or the

1 applicable Sentencing Guidelines factors. Except as set forth in
2 paragraph 3, both parties reserve the right to seek any sentence
3 within the statutory maximum, and to argue for any criminal history
4 score and category, base offense level, specific offense
5 characteristics, adjustments, departures, and variances.

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

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

12 WAIVER OF CONSTITUTIONAL RIGHTS

13 15. Defendant understands that by pleading guilty, defendant
14 gives up the following rights:

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

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

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

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

25 e. The right to confront and cross-examine witnesses
26 against defendant.

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1 f. The right to testify and to present evidence in
2 opposition to the charges, including the right to compel the
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if
5 defendant chose not to testify or present evidence, to have that
6 choice not be used against defendant.

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

10 WAIVER OF APPEAL OF CONVICTION

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

20 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

21 17. Defendant agrees that, provided the Court imposes a total
22 term of imprisonment on all counts of conviction of no more than 51
23 months, defendant gives up the right to appeal all of the following:
24 (a) the procedures and calculations used to determine and impose any
25 portion of the sentence; (b) the term of imprisonment imposed by the
26 Court; (c) the fine imposed by the Court, provided it is within the
27 statutory maximum; (d) to the extent permitted by law, the
28 constitutionality or legality of defendant's sentence, provided it is

1 within the statutory maximum; (e) the amount and terms of any
2 restitution order, provided it requires payment of no more than
3 \$10,000; (f) the term of probation or supervised release imposed by
4 the Court, provided it is within the statutory maximum; and (f) any
5 of the following conditions of probation or supervised release
6 imposed by the Court: the conditions set forth in Second Amended
7 General Order 20-04 of this Court; the drug testing conditions
8 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
9 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

10 18. Defendant also gives up any right to bring a postconviction
11 collateral attack on the conviction or sentence, except a post-
12 conviction collateral attack based on a claim of ineffective
13 assistance of counsel, a claim of newly discovered evidence, or an
14 explicitly retroactive change in the applicable Sentencing
15 Guidelines, sentencing statutes, or statutes of conviction. Defendant
16 understands that this waiver includes, but is not limited to,
17 arguments that the statute to which defendant is pleading guilty is
18 unconstitutional, and any and all claims that the statement of facts
19 provided herein is insufficient to support defendant's plea of
20 guilty.

21 19. The USAO agrees that, provided (a) all portions of the
22 sentence are at or below the statutory maximum specified above and
23 (b) the Court imposes a term of imprisonment of no less than 41
24 months, the USAO gives up its right to appeal any portion of the
25 sentence, with the exception that the USAO reserves the right to
26 appeal the amount of restitution ordered.

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1 USAO to declare a breach, and defendant shall not be deemed to have
2 cured a breach without the express agreement of the USAO in writing.
3 If the USAO declares this agreement breached, and the Court finds
4 such a breach to have occurred, then: (a) if defendant has previously
5 entered a guilty plea pursuant to this agreement, defendant will not
6 be able to withdraw the guilty plea, and (b) the USAO will be
7 relieved of all its obligations under this agreement.

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

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

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

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

1 evidence derived from the statements should be suppressed or are
2 inadmissible.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

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

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

26 26. Defendant understands that even if the Court ignores any
27 sentencing recommendation, finds facts or reaches conclusions
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,
2 withdraw defendant's guilty plea, and defendant will remain bound to
3 fulfill all defendant's obligations under this agreement. Defendant
4 understands that no one -- not the prosecutor, defendant's attorney,
5 or the Court -- can make a binding prediction or promise regarding
6 the sentence defendant will receive, except that it will be within
7 the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. 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

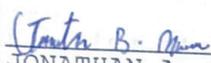
UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

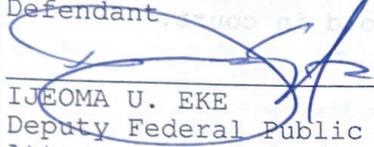
January 16, 2025


AUSTIN D. YOUNG
Assistant United States Attorney

Date


JONATHAN A. BARAJAS NAVA
Defendant

01-15-2025
Date


IJEOMA U. EKE
Deputy Federal Public Defender
Attorney for Defendant Jonathan A.
Barajas Nava

01/15/25
Date

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CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. This agreement has been read to me in Spanish, the language I understand best. 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 contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

Jonathan A. Barajas Nava
JONATHAN A. BARAJAS NAVA
Defendant

01-15-2025
Date

~~CERTIFICATION OF INTERPRETER~~

~~I am fluent in the written and spoken English and Spanish languages. I accurately translated this entire agreement from~~

1 English into Spanish to defendant Jonathan A. Barajas Nava on this
2 date.

3
4 INTERPRETER _____ Date _____
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7 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

22 _____
23 IJEOMA U. EKE
24 Attorney for Defendant Jonathan A.
25 Barajas Nava

26 _____
27 Date 01/15/25
28