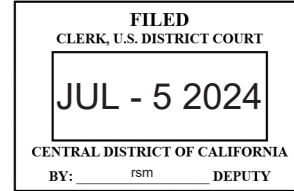


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10 Attorneys for Plaintiff  
 11 UNITED STATES OF AMERICA

12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,  
 15 Plaintiff,  
 16 v.  
 17 KENNETH IWAMASA,  
 18 Defendant.

No. CR **2:24-CR-00408-JAK**  
PLEA AGREEMENT FOR DEFENDANT  
KENNETH IWAMASA

19  
 20 1. This constitutes the plea agreement between KENNETH IWAMASA  
 21 ("defendant") and the United States Attorney's Office for the Central  
 22 District of California ("the USAO") related to the investigation of  
 23 the drug overdose death of Victim M.P. This agreement is limited to  
 24 the USAO and cannot bind any other federal, state, local, or foreign  
 25 prosecuting, enforcement, administrative, or regulatory authorities.

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:  
 28

1           a. Give up the right to indictment by a grand jury and,  
2 at the earliest opportunity requested by the USAO and provided by the  
3 Court, appear and plead guilty to an information in the form attached  
4 to this agreement as Exhibit A or a substantially similar form, which  
5 charges defendant with conspiracy to distribute ketamine resulting in  
6 death and serious bodily injury, in violation of 21 U.S.C. §§ 846,  
7 841(a)(1), 841(b)(1)(E)(i).

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

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

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

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

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

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

23           h. Defendant understands that the government obtained  
24 additional material in this investigation that defendant has not been  
25 shown. In exchange for the government's obligations under this  
26 agreement, defendant gives up any right he may have had to review the  
27 additional material, regardless of whether it is arguably exculpatory  
28 or inculpatory, and further agrees to waive any argument that the

1 withholding of this material caused defendant's plea to be not  
2 knowing or involuntary. The government agrees not to use at  
3 sentencing any of the withheld material without providing it to  
4 defendant.

5 3. Defendant further agrees to cooperate fully with the USAO,  
6 the Drug Enforcement Administration, the United States Postal  
7 Inspection Service, the Los Angeles Police Department, and, as  
8 directed by the USAO, any other federal, state, local, or foreign  
9 prosecuting, enforcement, administrative, or regulatory authority.

10 This cooperation requires defendant to:

11 a. Respond truthfully and completely to all questions  
12 that may be put to defendant, whether in interviews, before a grand  
13 jury, or at any trial or other court proceeding.

14 b. Attend all meetings, grand jury sessions, trials or  
15 other proceedings at which defendant's presence is requested by the  
16 USAO or compelled by subpoena or court order.

17 c. Produce voluntarily all documents, records, or other  
18 tangible evidence relating to matters about which the USAO, or its  
19 designee, inquires.

20 4. For purposes of this agreement: (1) "Cooperation  
21 Information" shall mean any statements made, or documents, records,  
22 tangible evidence, or other information provided, by defendant  
23 pursuant to defendant's cooperation under this agreement or pursuant  
24 to the letter agreement previously entered into by the parties dated  
25 April 26, 2024 (the "Letter Agreement"); and (2) "Plea Information"  
26 shall mean any statements made by defendant, under oath, at the  
27 guilty plea hearing and the agreed to factual basis statement in this  
28 agreement.

THE USAO'S OBLIGATIONS

5. 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, provided that defendant demonstrates an acceptance of responsibility for the offenses 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.

6. The USAO further agrees:

a. Not to offer as evidence in its case-in-chief in the above-captioned case or any other criminal prosecution that may be brought against defendant by the USAO, or in connection with any sentencing proceeding in any criminal case that may be brought against defendant by the USAO, any Cooperation Information. Defendant agrees, however, that the USAO may use both Cooperation Information and Plea Information: (1) to obtain and pursue leads to other evidence, which evidence may be used for any purpose, including any criminal prosecution of defendant; (2) to cross-examine defendant should defendant testify, or to rebut any evidence offered, or argument or representation made, by defendant, defendant's counsel, or a witness called by defendant in any trial, sentencing hearing, or other court proceeding; and (3) in any criminal prosecution of defendant for false statement, obstruction of justice, or perjury.

b. Not to use Cooperation Information against defendant at sentencing for the purpose of determining the applicable guideline

1 range, including the appropriateness of an upward departure, or the  
2 sentence to be imposed, and to recommend to the Court that  
3 Cooperation Information not be used in determining the applicable  
4 guideline range or the sentence to be imposed. Defendant  
5 understands, however, that Cooperation Information will be disclosed  
6 to the United States Probation and Pretrial Services Office and the  
7 Court, and that the Court may use Cooperation Information for the  
8 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the  
9 sentence to be imposed.

10 c. In connection with defendant's sentencing, to bring to  
11 the Court's attention the nature and extent of defendant's  
12 cooperation.

13 d. If the USAO determines, in its exclusive judgment,  
14 that defendant has both complied with defendant's obligations under  
15 paragraphs 2 and 3 above and provided substantial assistance to law  
16 enforcement in the prosecution or investigation of another  
17 ("substantial assistance"), to move the Court pursuant to U.S.S.G.  
18 § 5K1.1 to fix an offense level and corresponding guideline range  
19 below that otherwise dictated by the sentencing guidelines, and to  
20 recommend a term of imprisonment within this reduced range.

21 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

22 7. Defendant understands the following:

23 a. Any knowingly false or misleading statement by  
24 defendant will subject defendant to prosecution for false statement,  
25 obstruction of justice, and perjury and will constitute a breach by  
26 defendant of this agreement.

27 b. Nothing in this agreement requires the USAO or any  
28 other prosecuting, enforcement, administrative, or regulatory

1 authority to accept any cooperation or assistance that defendant may  
2 offer, or to use it in any particular way.

3 c. Defendant cannot withdraw defendant's guilty plea if  
4 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a  
5 reduced guideline range or if the USAO makes such a motion and the  
6 Court does not grant it or if the Court grants such a USAO motion but  
7 elects to sentence above the reduced range.

8 d. At this time the USAO makes no agreement or  
9 representation as to whether any cooperation that defendant has  
10 provided or intends to provide constitutes or will constitute  
11 substantial assistance. The decision whether defendant has provided  
12 substantial assistance will rest solely within the exclusive judgment  
13 of the USAO.

14 e. The USAO's determination whether defendant has  
15 provided substantial assistance will not depend in any way on whether  
16 the government prevails at any trial or court hearing in which  
17 defendant testifies or in which the government otherwise presents  
18 information resulting from defendant's cooperation.

19 NATURE OF THE OFFENSES

20 8. Defendant understands that for defendant to be guilty of  
21 the crime charged in count one of the information, that is,  
22 conspiracy to distribute ketamine resulting in death and serious  
23 bodily injury, in violation of Title 21, U.S. Code Sections 846,  
24 841(a)(1), and (b)(1)(E)(i), the following must be true: (1) there  
25 was an agreement between two or more persons to distribute ketamine,  
26 a Schedule III controlled substance; and (2) defendant joined in that  
27 agreement knowing of its purpose and intending to help accomplish  
28 that purpose.



1 of the term of supervised release authorized by statute for the  
2 offense that resulted in the term of supervised release, which could  
3 result in defendant serving a total term of imprisonment greater than  
4 the statutory maximum stated above.

5 13. Defendant understands that, by pleading guilty, defendant  
6 may be giving up valuable government benefits and valuable civic  
7 rights, such as the right to vote, the right to possess a firearm,  
8 the right to hold office, and the right to serve on a jury.

9 Defendant understands that he is pleading guilty to a felony and that  
10 it is a federal crime for a convicted felon to possess a firearm or  
11 ammunition. Defendant understands that the conviction in this case  
12 may also subject defendant to various other collateral consequences,  
13 including but not limited to revocation of probation, parole, or  
14 supervised release in another case and suspension or revocation of a  
15 professional license. Defendant understands that unanticipated  
16 collateral consequences will not serve as grounds to withdraw  
17 defendant's guilty plea.

18 14. Defendant and his counsel have discussed the fact that, and  
19 defendant understands that, if defendant is not a United States  
20 citizen, the conviction in this case makes it practically inevitable  
21 and a virtual certainty that defendant will be removed or deported  
22 from the United States. Defendant may also be denied United States  
23 citizenship and admission to the United States in the future.

24 Defendant understands that while there may be arguments that  
25 defendant can raise in immigration proceedings to avoid or delay  
26 removal, removal is presumptively mandatory and a virtual certainty  
27 in this case. Defendant further understands that removal and  
28 immigration consequences are the subject of a separate proceeding and



1 that no one, including his attorney or the Court, can predict to an  
2 absolute certainty the effect of his conviction on his immigration  
3 status. Defendant nevertheless affirms that he wants to plead guilty  
4 regardless of any immigration consequences that his plea may entail,  
5 even if the consequence is automatic removal from the United States.

6 FACTUAL BASIS

7 15. Defendant admits that defendant is, in fact, guilty of the  
8 offense to which defendant is agreeing to plead guilty. Defendant  
9 and the USAO agree to the statement of facts provided below and agree  
10 that this statement of facts is sufficient to support a plea of  
11 guilty to the charge described in this agreement and to establish the  
12 Sentencing Guidelines factors set forth in paragraph 18 below but is  
13 not meant to be a complete recitation of all facts relevant to the  
14 underlying criminal conduct or all facts known to either party that  
15 relate to that conduct.

16 At all relevant times to this factual basis, defendant was the  
17 live-in personal assistant to Victim M.P. In this role, defendant had  
18 various responsibilities related to Victim M.P.'s medical care,  
19 including coordinating medical appointments and taking steps to  
20 ensure that Victim M.P. took the medication that Victim M.P. was  
21 lawfully prescribed by treating physicians. Victim M.P. had a history  
22 of drug abuse and addiction, and had sought on multiple occasions  
23 assistance to treat his drug addiction and to maintain his sobriety.  
24 However, beginning in or around September 2023, Victim M.P. requested  
25 defendant's assistance procuring illegal drugs for Victim M.P.'s  
26 personal use. To that end, Victim M.P. provided defendant with money,  
27 or promised to reimburse him, and directed him to find sources from  
28 whom to acquire the drugs.

1 Specifically, beginning on an unknown date but no later than in  
2 or around September 2023, and continuing until at least the date of  
3 Victim M.P.'s death on October 28, 2023, in Los Angeles County,  
4 within the Central District of California, and elsewhere, defendant  
5 conspired with others known and unknown, including Salvador PLASENCIA  
6 ("Co-Conspirator PLASENCIA") and Erik FLEMING ("Co-Conspirator  
7 FLEMING"), to knowingly and intentionally distribute ketamine, a  
8 schedule III federally controlled substance, to Victim M.P.  
9 Defendant joined the agreement knowing of its purpose and intending  
10 to help accomplish its purpose.

11 **Defendant Conspires with PLASENCIA to Obtain and Distribute Ketamine**

12 On or about September 30, 2023, Individual 1 introduced Victim  
13 M.P. to Co-Conspirator PLASENCIA as a possible source of ketamine  
14 supply. Individual 1 identified Co-Conspirator PLASENCIA as a medical  
15 doctor who went by the name, "Dr. P." On September 30, 2023, Victim  
16 M.P. communicated with Co-Conspirator PLASENCIA to purchase liquid  
17 ketamine and ketamine lozenges from Co-Conspirator PLASENCIA. Later  
18 that day, Co-Conspirator PLASENCIA traveled to a residence belonging  
19 to Victim M.P., located in the Central District of California, where  
20 PLASENCIA met with defendant and Victim M.P. Co-Conspirator  
21 PLASENCIA injected Victim M.P. with approximately two shots of  
22 ketamine that Co-Conspirator PLASENCIA administered approximately 15  
23 minutes apart.

24 While at Victim M.P.'s residence, Co-Conspirator PLASENCIA gave  
25 instructions to defendant about how to administer ketamine through an  
26 intramuscular injection, including where to make injections on Victim  
27 M.P.'s body. Before leaving the residence, Co-Conspirator PLASENCIA  
28 provided multiple syringes to defendant and Victim M.P. so that they

1 could self-administer the ketamine to Victim M.P., and left behind at  
2 least one vial of ketamine with liquid still remaining in it.  
3 Defendant paid Co-Conspirator PLASENCIA approximately \$4,500 in cash  
4 for ketamine.

5 At the time that Co-Conspirator PLASENCIA sold the ketamine to  
6 defendant and Victim M.P., Co-Conspirator PLASENCIA was aware that  
7 defendant did not have medical training or experience administering  
8 and/or treating patients who were under the influence of controlled  
9 substances. Co-Conspirator PLASENCIA did not stay to observe Victim  
10 M.P. and left approximately five minutes after administering the  
11 second dose of ketamine.

12 Subsequently, Victim M.P. directed defendant to obtain more  
13 ketamine from PLASENCIA. On October 2, 2023, in text messages,  
14 defendant began communicating with Co-Conspirator PLASENCIA about  
15 purchasing additional ketamine from Co-Conspirator PLASENCIA. At  
16 approximately 5:47 p.m. on October 2, Co-Conspirator PLASENCIA sent  
17 text messages to defendant stating, "For 8 treatments we can just  
18 make it an even 25k" and "I will bring needles of higher gauge." In  
19 response, defendant explained that Victim M.P. was interested in  
20 purchasing 8 vials of ketamine, not ketamine treatments, stating:  
21 "Want to end up with 8 bottles of dr pepper, not just 8 sessions."  
22 Co-Conspirator PLASENCIA confirmed he "Understood." On or before  
23 October 2, defendant also purchased ketamine lozenges from Co-  
24 Conspirator PLASENCIA in exchange for approximately \$2,000.

25 On October 4, 2023, defendant told Co-Conspirator PLASENCIA he  
26 needed additional vials of ketamine, stating; "I will need to get  
27 more cans of dr pepper from you today, I can come to you to make it  
28 convenient." Defendant also informed Co-Conspirator PLASENCIA that

1 defendant had successfully injected Victim M.P. with ketamine,  
2 stating: "Found the sweet spot but trying different places led to  
3 running out" of ketamine. In response, Co-Conspirator PLASENCIA said  
4 "I have ideas on how to get consistent results" and confirmed he  
5 would deliver more ketamine to defendant on October 4. Later on  
6 October 4, at approximately 12:20 p.m., defendant told Co-Conspirator  
7 PLASENCIA "I need some [ketamine] now can I come to you please[?]"  
8 After Co-Conspirator PLASENCIA confirmed he was on his way to acquire  
9 more ketamine from his source, which Co-Conspirator PLASENCIA advised  
10 was an individual in San Diego, California, defendant stated the  
11 following: "How many cans are you bringing? And when do you think  
12 youd be here?" Co-Conspirator PLASENCIA confirmed that he was  
13 "currently retrieving 4 bottles." Co-Conspirator PLASENCIA arrived  
14 to Victim M.P.'s primary residence, located in the Central District  
15 of California, at approximately 5:55 p.m. on October 4, 2023. At the  
16 residence, Co-Conspirator PLASENCIA injected Victim M.P. with  
17 ketamine and sold additional ketamine to Victim M.P. in exchange for  
18 payment. Co-Conspirator PLASENCIA left the residence shortly after  
19 injecting Victim M.P. with ketamine.

20 On October 6, 2023, defendant again communicated with Co-  
21 Conspirator PLASENCIA about acquiring more ketamine for Victim M.P.,  
22 stating: "Do you have the other 2 of the 8 or any tonight?" Co-  
23 Conspirator PLASENCIA responded, "About tonight I may be able to get  
24 you those remaining two tonight" and "How late is too late?"  
25 Defendant confirmed that "[i]ts never too late if that's the soonest,  
26 meanwhile I have 1 left." That night, Co-Conspirator PLASENCIA  
27 traveled to Victim M.P.'s residence and injected Victim M.P. with  
28

1 ketamine before selling one or more vials of ketamine in exchange for  
2 a cash payment.

3 The following day, on October 7, 2023, defendant reached out to  
4 Co-Conspirator PLASENCIA again to ask if Co-Conspirator PLASENCIA  
5 could provide more ketamine. Co-Conspirator PLASENCIA confirmed he  
6 could, stating, "I can get more yes" and "How soon do you need them?"  
7 Defendant responded: "Tomorrow morning probably" and asked if he  
8 could pay Co-Conspirator PLASENCIA with "something besides cash"  
9 since "[i]ts hard to get to the bank on the fly with all thats going  
10 on which happens so fast now." In response, Co-Conspirator PLASENCIA  
11 agreed to deliver more ketamine the following day.

12 A short time later, however, defendant informed Co-Conspirator  
13 PLASENCIA "I just ran out" of ketamine and asked if he could meet Co-  
14 Conspirator PLASENCIA to obtain more. At approximately 11:29 p.m.,  
15 Co-Conspirator PLASENCIA confirmed he had two bottles of ketamine to  
16 sell to defendant and agreed to meet in Santa Monica, California,  
17 stating: "Im at third street promenade now ... If [y]ou would like to  
18 meet now." At 11:47 p.m., defendant told Co-Conspirator PLASENCIA he  
19 sent \$3,000 by electronic payment and "im bringing 3 more leaving  
20 now." At approximately 12:30 a.m. on October 8, 2023, Co-Conspirator  
21 PLASENCIA sold defendant two vials of ketamine for approximately  
22 \$6,000.

23 Between October 9 and 10, 2023, in text messages, defendant and  
24 Co-Conspirator PLASENCIA continued to communicate about obtaining  
25 more ketamine. On October 10, 2023, Co-Conspirator PLASENCIA agreed  
26 to meet defendant and Victim M.P. at a parking lot located in Long  
27 Beach, California, to transfer additional ketamine to defendant.  
28 Defendant drove Victim M.P. to the arranged meeting location and

1 parked the car while waiting for Co-Conspirator PLASENCIA to arrive.  
2 At the time, Victim M.P. was sitting in the back seat of the car.  
3 When Co-Conspirator PLASENCIA arrived, he entered the back seat of  
4 the car and injected Victim M.P. with a shot of ketamine. After  
5 injecting Victim M.P., Co-Conspirator PLASENCIA gave defendant and  
6 Victim M.P. multiple vials of ketamine and got out of the vehicle.

7 On October 12, 2023, Victim M.P. received a ketamine infusion  
8 treatment from a medical doctor ("Individual 2"), at Individual 2's  
9 office. After the treatment, defendant contacted Co-Conspirator  
10 PLASENCIA to purchase additional ketamine from Co-Conspirator  
11 PLASENCIA. Defendant also told Co-Conspirator PLASENCIA "I have your  
12 cash sorry for the wait," referring to payment for ketamine that Co-  
13 Conspirator PLASENCIA had previously transferred on October 10. Co-  
14 Conspirator PLASENCIA responded "no problem" and agreed to meet  
15 defendant later that evening. Co-Conspirator PLASENCIA later traveled  
16 to Victim M.P.'s primary residence and met with Victim M.P. and  
17 defendant. After Co-Conspirator PLASENCIA administered a large dose  
18 of ketamine to Victim M.P., Victim M.P. experienced an adverse  
19 medical reaction. Among other things, the ketamine caused a  
20 significant spike to Victim M.P.'s systolic blood pressure and caused  
21 Victim M.P.'s body to "freeze up" such that Victim M.P. could not  
22 talk or move. Co-Conspirator PLASENCIA and defendant then struggled  
23 to move Victim M.P. onto a couch. During the event, Co-Conspirator  
24 PLASENCIA stated something to the effect of, "let's not do that  
25 again." Co-Conspirator PLASENCIA subsequently left the residence  
26 after leaving additional vials of ketamine for defendant to  
27 administer to Victim M.P.

28 On October 27, 2023, in text messages, Co-Conspirator PLASENCIA

1 offered to sell additional ketamine to defendant, stating: "Hi. I  
2 know you mentioned taking a break. I have been stocking up on the  
3 meanwhile. I am not sure when you guys plan to resume but in case its  
4 when im out of town this weekend I have left supplies with a nurse of  
5 mine." Co-Conspirator PLASENCIA clarified in a follow-up text  
6 message: "I can always let her know the plan. I will be back in town  
7 Tuesday."

8 In total, between September 30 to October 28, 2023, defendant  
9 met with Co-Conspirator PLASENCIA on no less than seven occasions to  
10 obtain ketamine from Co-Conspirator PLASENCIA. In total, defendant  
11 paid Co-Conspirator PLASENCIA at least \$55,000 of Victim M.P.'s money  
12 to purchase liquid ketamine and ketamine lozenges.

13 **Defendant Conspires with FLEMING to Obtain and Distribute Ketamine**

14 Beginning on or about October 10, 2023, defendant and Victim  
15 M.P. began looking for additional sources of ketamine for Victim M.P.  
16 On October 10, 2023, defendant sent a text message to Co-Conspirator  
17 FLEMING to ask about purchasing ketamine, stating: "Hey Erik, Alfred  
18 here batmans butler He said I can text you directly. How much do you  
19 want per bottle and what is the nice tip you want." Co-Conspirator  
20 FLEMING responded, "perfect- and ill bring to you" and "Getting price  
21 now. I need some upfront to pay when I pick up. And rest when I  
22 deliver." Co-Conspirator FLEMING subsequently told defendant via  
23 text messages that he could obtain 10ml vials of ketamine for \$300  
24 and requested a \$1,000 brokering fee.

25 Over the next few days, defendant and Co-Conspirator FLEMING  
26 continued to discuss obtaining ketamine to distribute to Victim M.P.  
27 On October 10, Co-Conspirator FLEMING forwarded a screenshot of text  
28 messages he exchanged with his ketamine source that stated, "It's

1 unmarked but it's amazing - he take one and try it and I have more if  
2 he likes." Co-Conspirator FLEMING clarified that the message was  
3 from his ketamine dealer, noting: "[j]ust got this from my person.  
4 She only deal[s] with high end and celebs. If it were not great stuff  
5 she'd lose her business." Co-Conspirator FLEMING subsequently agreed  
6 to obtain a sample of ketamine from his drug supplier and deliver it  
7 to defendant in exchange for \$180. Defendant agreed to purchase the  
8 ketamine and told Co-Conspirator FLEMING:

9 "If it works [Victim M.P. will] probably want all the supply,  
10 only interested in the unmarked ones not the horsey version.  
11 Confirm with supply that the unmarked one is u.s. non veterinary  
supply or whatever they will tell you when you ask."

12 On October 13, 2023, Co-Conspirator FLEMING drove to Victim M.P.'s  
13 residence and delivered a sample vial of ketamine to defendant in  
14 exchange for payment. A short time later, defendant sent a text  
15 message to Co-Conspirator FLEMING describing Victim M.P.'s response  
16 to the ketamine, stating "seems good ... What number of bots does she  
17 have?", referring to Co-Conspirator FLEMING's ketamine supplier. Co-  
18 Conspirator FLEMING responded, "As many as u want" and "Let me know  
19 how many he wants and I'll confirm what she can get. But as of now  
20 she said she can fill any order." In response, defendant stated he  
21 would purchase the following for Victim M.P.: "25 vials \$5500 @220  
22 +500 for you for logistics." On October 14, 2023, Co-Conspirator  
23 FLEMING delivered 25 vials of ketamine to defendant in exchange for  
24 approximately \$6,000, paid with Victim M.P.'s money.

25 On October 23, 2023, defendant sent a text message to Co-  
26 Conspirator FLEMING to purchase more ketamine, stating: "Can we do  
27 same as last time again over next 2 days?" Co-Conspirator FLEMING  
28 confirmed he could obtain the ketamine, stating: "It will be same



1 product. You want same amount? Put the 5500 together asap and ill  
2 come get it as soon as possible to get it all done tonight." Co-  
3 Conspirator FLEMING traveled to Victim M.P.'s primary residence at  
4 approximately 8 p.m. on October 23 and picked up approximately \$6,000  
5 in cash from defendant. Defendant understood that \$5,500 of the cash  
6 he paid was to be delivered by Co-Conspirator FLEMING to Co-  
7 Conspirator FLEMING's drug source, and defendant separately paid \$500  
8 to Co-Conspirator FLEMING as Co-Conspirator FLEMING's cut for  
9 brokering the deal.

10 On October 24, 2023, in text messages, defendant and Co-  
11 Conspirator FLEMING communicated about Co-Conspirator FLEMING  
12 acquiring the ketamine from his drug source. At approximately 10:47  
13 a.m., Co-Conspirator FLEMING told defendant, "It's on its way to our  
14 girl. I should have an ETA anytime soon." Co-Conspirator FLEMING  
15 subsequently picked up 25 vials of ketamine from his drug source and  
16 delivered the ketamine to defendant at Victim M.P.'s residence at  
17 approximately 10:52 p.m.

18 **Defendant Administers Multiple Injections of Ketamine on October 28,**  
19 **2023, Resulting in the Death of Victim M.P.**

20 In the days leading up to October 28, 2023, at Victim M.P.'s  
21 direction, defendant injected Victim M.P. with significant quantities  
22 of ketamine. For example, between October 24 and October 27, 2023,  
23 defendant injected Victim M.P. with approximately 6-8 shots per day.  
24 During the month of October, 2023, defendant found Victim M.P.  
25 unconscious at his residence on at least two occasions.

26 On October 28, 2023, at Victim M.P.'s direction, defendant  
27 injected Victim M.P. with a shot of ketamine at approximately 8:30  
28 a.m. At approximately 12:45 p.m., defendant injected Victim M.P.



1 Guidelines range and to consider that range, possible departures  
2 under the Sentencing Guidelines, and the other sentencing factors set  
3 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
4 Sentencing Guidelines are advisory only, that defendant cannot have  
5 any expectation of receiving a sentence within the calculated  
6 Sentencing Guidelines range, and that after considering the  
7 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
8 be free to exercise its discretion to impose any sentence it finds  
9 appropriate up to the maximum set by statute for the crimes of  
10 conviction.

11 17. Defendant and the USAO agree to the following applicable  
12 Sentencing Guidelines factors:

13 Base Offense Level: 26 [U.S.S.G. § 2D1.1(A)(4)]  
14

15 Defendant and the USAO reserve the right to argue that additional  
16 specific offense characteristics, adjustments, and departures under  
17 the Sentencing Guidelines are appropriate. Defendant understands  
18 that there is no agreement as to defendant's criminal history or  
19 criminal history category.

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

24 WAIVER OF CONSTITUTIONAL RIGHTS

25 19. Defendant understands that by pleading guilty, defendant  
26 gives up the following rights:

- 27 a. The right to persist in a plea of not guilty.  
28 b. The right to a speedy and public trial by jury.



1 the statement of facts provided herein is insufficient to support  
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

4 21. Defendant agrees that, provided the Court imposes a total  
5 term of imprisonment within or below the range corresponding to an  
6 offense level of 23 and the criminal history category calculated by  
7 the Court, defendant gives up the right to appeal all of the  
8 following: (a) the procedures and calculations used to determine and  
9 impose any portion of the sentence; (b) the term of imprisonment  
10 imposed by the Court; (c) the fine imposed by the Court, provided it  
11 is within the statutory maximum; (d) to the extent permitted by law,  
12 the constitutionality or legality of defendant's sentence, provided  
13 it is within the statutory maximum; (e) the term of probation or  
14 supervised release imposed by the Court, provided it is within the  
15 statutory maximum; and (f) any of the following conditions of  
16 probation or supervised release imposed by the Court: the conditions  
17 set forth in Second Amended General Order 20-04 of this Court; the  
18 drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and  
19 3583(d); and the alcohol and drug use conditions authorized by 18  
20 U.S.C. § 3563(b)(7).

21 22. Defendant also gives up any right to bring a post-  
22 conviction collateral attack on the conviction or sentence, except a  
23 post-conviction collateral attack based on a claim of ineffective  
24 assistance of counsel, a claim of newly discovered evidence, or an  
25 explicitly retroactive change in the applicable Sentencing  
26 Guidelines, sentencing statutes, or statutes of conviction.  
27 Defendant understands that this waiver includes, but is not limited  
28 to, arguments that the statute to which defendant is pleading guilty

1 is unconstitutional, and any and all claims that the statement of  
2 facts provided herein is insufficient to support defendant's plea of  
3 guilty.

4 23. The USAO agrees that, provided (a) all portions of the  
5 sentence are at or below the statutory maximum specified above and  
6 (b) the Court imposes a term of imprisonment within or above the  
7 range corresponding to an offense level of 23 and the criminal  
8 history calculated by the Court, the USAO gives up its right to  
9 appeal any portion of the sentence.

10 RESULT OF WITHDRAWAL OF GUILTY PLEA

11 24. Defendant agrees that if, after entering a guilty plea  
12 pursuant to this agreement, defendant seeks to withdraw and succeeds  
13 in withdrawing defendant's guilty plea on any basis other than a  
14 claim and finding that entry into this plea agreement was  
15 involuntary, then (a) the USAO will be relieved of all of its  
16 obligations under this agreement, including in particular its  
17 obligations regarding the use of Cooperation Information; (b) in any  
18 investigation, criminal prosecution, or civil, administrative, or  
19 regulatory action, defendant agrees that any Cooperation Information  
20 and any evidence derived from any Cooperation Information shall be  
21 admissible against defendant, and defendant will not assert, and  
22 hereby waives and gives up, any claim under the United States  
23 Constitution, any statute, or any federal rule, that any Cooperation  
24 Information or any evidence derived from any Cooperation Information  
25 should be suppressed or is inadmissible; and (c) should the USAO  
26 choose to pursue any charge that was either dismissed or not filed as  
27 a result of this agreement, then (i) any applicable statute of  
28 limitations will be tolled between the date of defendant's signing of

1 this agreement and the filing commencing any such action; and  
2 (ii) defendant waives and gives up all defenses based on the statute  
3 of limitations, any claim of pre-indictment delay, or any speedy  
4 trial claim with respect to any such action, except to the extent  
5 that such defenses existed as of the date of defendant's signing this  
6 agreement.

7 EFFECTIVE DATE OF AGREEMENT

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

11 BREACH OF AGREEMENT

12 26. Defendant agrees that if defendant, at any time after the  
13 signature of this agreement and execution of all required  
14 certifications by defendant, defendant's counsel, and an Assistant  
15 United States Attorney, knowingly violates or fails to perform any of  
16 defendant's obligations under this agreement ("a breach"), the USAO  
17 may declare this agreement breached. For example, if defendant  
18 knowingly, in an interview, before a grand jury, or at trial, falsely  
19 accuses another person of criminal conduct or falsely minimizes  
20 defendant's own role, or the role of another, in criminal conduct,  
21 defendant will have breached this agreement. All of defendant's  
22 obligations are material, a single breach of this agreement is  
23 sufficient for the USAO to declare a breach, and defendant shall not  
24 be deemed to have cured a breach without the express agreement of the  
25 USAO in writing. If the USAO declares this agreement breached, and  
26 the Court finds such a breach to have occurred, then:

1           a.     If defendant has previously entered a guilty plea  
2 pursuant to this agreement, defendant will not be able to withdraw  
3 the guilty plea.

4           b.     The USAO will be relieved of all its obligations under  
5 this agreement; in particular, the USAO: (i) will no longer be bound  
6 by any agreements concerning sentencing and will be free to seek any  
7 sentence up to the statutory maximum for the crimes to which  
8 defendant has pleaded guilty; (ii) will no longer be bound by any  
9 agreements regarding criminal prosecution, and will be free to  
10 criminally prosecute defendant for any crime; and (iii) will no  
11 longer be bound by any agreement regarding the use of Cooperation  
12 Information and will be free to use any Cooperation Information in  
13 any way in any investigation, criminal prosecution, or civil,  
14 administrative, or regulatory action.

15           c.     The USAO will be free to criminally prosecute  
16 defendant for false statement, obstruction of justice, and perjury  
17 based on any knowingly false or misleading statement by defendant.

18           d.     In any investigation, criminal prosecution, or civil,  
19 administrative, or regulatory action: (i) defendant will not assert,  
20 and hereby waives and gives up, any claim that any Cooperation  
21 Information was obtained in violation of the Fifth Amendment  
22 privilege against compelled self-incrimination; and (ii) defendant  
23 agrees that any Cooperation Information and any Plea Information, as  
24 well as any evidence derived from any Cooperation Information or any  
25 Plea Information, shall be admissible against defendant, and  
26 defendant will not assert, and hereby waives and gives up, any claim  
27 under the United States Constitution, any statute, Rule 410 of the  
28 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of



1 Criminal Procedure, or any other federal rule, that any Cooperation  
2 Information, any Plea Information, or any evidence derived from any  
3 Cooperation Information or any Plea Information should be suppressed  
4 or is inadmissible.

5 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

6 OFFICE NOT PARTIES

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

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

28



PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

31. 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

*Ian V. Yanniello*  
\_\_\_\_\_  
IAN V. YANNIELLO  
HAOXIAOHAN CAI  
Assistant United States Attorneys

6/27/2024

Date

*Kenneth Iwamasa*  
\_\_\_\_\_  
KENNETH IWAMASA  
Defendant

Date

*6/27/2024*

*Alan Eisner*  
\_\_\_\_\_  
ALAN EISNER  
Attorney for Defendant KENNETH  
IWAMASA

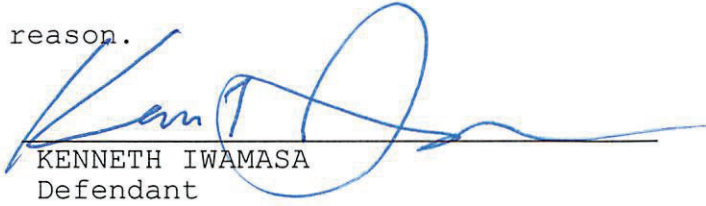
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*6-27-2024*

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

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

9   
10 KENNETH IWAMASA  
11 Defendant

12 6/27/2024  
13 Date

14  
15  
16  
17 CERTIFICATION OF DEFENDANT'S ATTORNEY

18 I am KENNETH IWAMASA's attorney. I have carefully and  
19 thoroughly discussed every part of this agreement with my client.  
20 Further, I have fully advised my client of his rights, of possible  
21 pretrial motions that might be filed, of possible defenses that might  
22 be asserted either prior to or at trial, of the sentencing factors  
23 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
24 provisions, and of the consequences of entering into this agreement.  
25 To my knowledge: no promises, inducements, or representations of any  
26 kind have been made to my client other than those contained in this  
27 agreement; no one has threatened or forced my client in any way to  
28 enter into this agreement; my client's decision to enter into this

1 agreement is an informed and voluntary one; and the factual basis set  
2 forth in this agreement is sufficient to support my client's entry of  
3 a guilty plea pursuant to this agreement.

4   
5 \_\_\_\_\_  
6 ALAN EISNER  
Attorney for Defendant KENNETH  
IWAMASA

6-27-2024  
\_\_\_\_\_  
Date

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# **Exhibit A**

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
KENNETH IWAMASA,  
  
Defendant.

CR No.  
  
I N F O R M A T I O N  
  
[21 U.S.C. § 846: Conspiracy to  
Distribute Ketamine Resulting in  
Death and Serious Bodily Injury]

The United States Attorney charges:

[21 U.S.C. § 846]

A. INTRODUCTORY ALLEGATIONS

At all relevant times to this Information:

1. Defendant KENNETH IWAMASA was a resident of Los Angeles County and employed as the live-in personal assistant to Victim M.P. In this role, defendant IWAMASA had various responsibilities related to Victim M.P.'s medical care, including coordinating medical appointments and taking steps to ensure that Victim M.P. took the medication that Victim M.P. was lawfully prescribed by treating physicians.

2. Defendant IWAMASA was aware that Victim M.P. had a history of drug abuse and addiction, and that Victim M.P. had sought on

1 multiple occasions assistance to treat his drug addiction and to  
2 maintain his sobriety.

3 3. Co-Conspirator 1 was a medical doctor known as "Dr. P," and  
4 was a resident of Santa Monica, California.

5 4. Co-Conspirator 2 was a resident of Hawthorne, California.

6 B. OBJECT OF THE CONSPIRACY

7 Beginning on a date unknown and continuing until at least on or  
8 about October 28, 2023, in Los Angeles County, within the Central  
9 District of California, and elsewhere, defendant IWAMASA conspired  
10 with others known and unknown to the United States Attorney, to  
11 knowingly and intentionally distribute ketamine, a Schedule III  
12 controlled substance, in violation of Title 21, United States Code,  
13 Sections 841(a)(1), 841(b)(1)(E)(i).

14 The distribution of said ketamine that was the object of the  
15 conspiracy resulted in the death and serious bodily injury of Victim  
16 M.P.

17 C. MANNER AND MEANS OF THE CONSPIRACY

18 The object of the conspiracy was to be accomplished, in  
19 substance, as follows:

20 1. Defendant IWAMASA would communicate with other co-  
21 conspirators, including Co-Conspirators 1 and 2, about purchasing  
22 ketamine to distribute to Victim M.P.

23 2. Defendant IWAMASA would meet with co-conspirators,  
24 including Co-Conspirators 1 and 2, to purchase ketamine for Victim  
25 M.P.

26 3. Knowing that defendant IWAMASA did not have medical  
27 training nor experience administering and/or treating persons who  
28 were under the influence of controlled substances, Co-Conspirator 1



1 would teach defendant IWAMASA how to inject Victim M.P. with  
2 ketamine.

3 4. At Victim M.P.'s request, defendant IWAMASA would inject  
4 Victim M.P. with the ketamine defendant IWAMASA obtained from Co-  
5 Conspirators 1 and 2.

6 5. On October 28, 2023, defendant IWAMASA injected Victim M.P.  
7 with the ketamine defendant IWAMASA received from Co-Conspirator 2,  
8 resulting in the death and serious bodily injury of Victim M.P.

9 D. OVERT ACTS

10 On or about the following dates, in furtherance of the  
11 conspiracy and to accomplish its object, defendant IWAMASA and others  
12 known and unknown to the Grand Jury, committed various overt acts  
13 within the Central District of California, and elsewhere, including,  
14 but not limited to, the following:

15 Overt Act No. 1: On September 30, 2023, defendant IWAMASA and  
16 Victim M.P. met with Co-Conspirator 1, who went by the name of "Dr.  
17 P.," at a residence belonging to Victim M.P., in Los Angeles County,  
18 for the purpose of obtaining ketamine from Co-conspirator 1 for  
19 Victim M.P.'s use.

20 Overt Act No. 2: On September 30, 2023, after injecting  
21 Victim M.P. with two shots of ketamine, Co-Conspirator 1 instructed  
22 defendant IWAMASA how to administer ketamine via syringe to Victim  
23 M.P., including where to make injections on Victim M.P.'s body, and  
24 left behind at least one vial of ketamine and multiple syringes.

25 Overt Act No. 3: On September 30, 2023, defendant IWAMASA  
26 paid Co-Conspirator 1 approximately \$4,500 for the ketamine.

27 Overt Act No. 4: On October 2, 2023, in response to a text  
28 message, in coded language, from defendant IWAMASA requesting to buy

1 8 vials of ketamine, "Want to end up with bottles of dr pepper, not  
2 just 8 sessions," Co-Conspirator 1 responded that he "Understood."

3 Overt Act No. 5: On or about October 2, 2023, defendant  
4 IWAMASA purchased ketamine lozenges from Co-Conspirator 1 for  
5 approximately \$2,000.

6 Overt Act No. 6: On October 4, 2023, defendant IWAMASA sent  
7 Co-Conspirator 1 text messages stating, in coded language, that he  
8 had successfully injected Victim M.P. and that he needed to buy more  
9 vials of ketamine: "I will need to get more cans of dr pepper from  
10 you today, I can come to you to make it convenient."

11 Overt Act No. 7: On October 4, 2023, in response to defendant  
12 IWAMASA's text messages requesting to purchase ketamine "now," Co-  
13 Conspirator 1 advised that he was "currently retrieving 4 bottles,"  
14 which he was getting from his source.

15 Overt Act No. 8: On October 4, 2023, Co-Conspirator 1  
16 injected Victim M.P. with ketamine and in addition sold defendant  
17 IWAMASA multiple vials of ketamine.

18 Overt Act No. 9: On October 6, 2023, in response to defendant  
19 IWAMASA advising Co-Conspirator 1 that he needed more ketamine  
20 because he only had "1 left," Co-Conspirator 1 traveled to Victim  
21 M.P.'s residence, injected Victim M.P. with ketamine, and sold one or  
22 more vials of ketamine to defendant IWAMASA for a cash payment.

23 Overt Act No. 10: On October 7, 2023, defendant IWAMASA sent  
24 text messages to Co-Conspirator 1 seeking more ketamine and asked if  
25 he could pay with "something besides cash" because "[i]ts hard to get  
26 to the bank on the fly with all that's going on which happens so fast  
27 now."

28

1           Overt Act No. 11:    On October 7, 2023, at approximately 11:29  
2 p.m., and in response to text messages from defendant IWAMASA, Co-  
3 Conspirator 1 confirmed that he had two bottles of ketamine to sell  
4 to defendant and agreed to meet in Santa Monica, California, stating:  
5 "Im at third street promenade now ... If [y]ou would like to meet now."

6           Overt Act No. 12:    On October 7, 2023, at approximately 11:47  
7 p.m., defendant IWAMASA told Co-Conspirator 1 that he sent \$3,000 by  
8 electronic payment and that "im b ringing 3 more leaving now."

9           Overt Act No. 13:    On October 8, 2023, at approximately 12:30  
10 a.m., Co-Conspirator 1 sold defendant two vials of ketamine for  
11 \$6,000.

12           Overt Act No. 14:    On October 10, 2023, defendant IWAMASA drove  
13 Victim M.P. to meet with Co-conspirator 1 in a public parking lot in  
14 Long Beach, California, where Co-Conspirator 1 was given cash, as a  
15 partial payment, for injecting Victim M.P. with ketamine in the back  
16 of the car and for providing defendant IWAMASA with additional vials  
17 of ketamine.

18           Overt Act No. 15:    On October 10, 2023, defendant IWAMASA sent  
19 a text message to Co-Conspirator 2 seeking to purchase ketamine,  
20 stating: "How much do you want per bottle and what is the nice tip  
21 you want."

22           Overt Act No. 16:    On October 10, 2023, in response to the text  
23 message referenced in Overt Act No. 15, Co-Conspirator 2 stated,  
24 "perfect- and ill bring to you" and "Getting price now. I need some  
25 upfront to pay when I pick up. And rest when I deliver."

26           Overt Act No. 17:    On October 10, 2023, Co-Conspirator 2 also  
27 told defendant IWAMASA via text messages that he could obtain 10ml  
28 vials of ketamine for \$300 and requested a \$1,000 brokering fee.

1           Overt Act No. 18:    On October 12, 2023, referring to the  
2 remaining payment from the transaction referred to in Overt Act No.  
3 14, defendant IWAMASA texted Co-conspirator 1, "I have your cash  
4 sorry for the wait," and asked to purchase additional ketamine.

5           Overt Act No. 19:    On October 12, 2023, defendant IWAMASA  
6 requested that Co-Conspirator 1 come to Victim M.P.'s residence to  
7 inject Victim M.P. with ketamine, even though, as defendant IWAMASA  
8 knew, Victim M.P. had just received a ketamine infusion treatment  
9 earlier that day from a medical doctor at the doctor's office.

10          Overt Act No. 20:    On October 12, 2023, after Co-Conspirator 1  
11 administered a large dose of ketamine to Victim M.P. which caused an  
12 adverse medical reaction, including a significant spike to Victim  
13 M.P.'s systolic blood pressure and causing him to freeze up, such  
14 that Victim M.P. could not speak or move, Co-conspirator 1 stated to  
15 defendant IWAMASA something to the effect of: "let's not do that  
16 again."

17          Overt Act No. 21:    On October 13, 2023, Co-Conspirator 2 drove  
18 to Victim M.P.'s residence and delivered a sample vial of ketamine to  
19 defendant IWAMASA in exchange for payment.

20          Overt Act No. 22:    On October 13, 2023, in response to  
21 defendant IWAMASA asking Co-Conspirator 2 how many bottles of  
22 ketamine Co-Conspirator 2 could obtain, Co-Conspirator 2 stated, "As  
23 many as u want" and "Let me know how many ... and I'll confirm what  
24 [Co-Conspirator 2's ketamine source] can get. But as of now," the  
25 ketamine source "can fill any order."

26          Overt Act No. 23:    On October 13, 2023, in response to the text  
27 messages referenced in Overt Act No. 22, defendant IWAMASA told Co-

28

1 Conspirator 2 he would purchase "25 vials \$5500 @220 +500 for you for  
2 logistics."

3 Overt Act No. 24: On October 14, 2023, Co-Conspirator 2 drove  
4 to Victim M.P.'s residence and sold defendant IWAMASA 25 vials of  
5 ketamine for approximately \$6,000.

6 Overt Act No. 25: On October 23, 2023, defendant IWAMASA sent  
7 a text message to Co-Conspirator 2 requesting to purchase more  
8 ketamine, stating: "Can we do same as last time again over next 2  
9 days?"

10 Overt Act No. 26: On October 23, 2023, in response to the text  
11 message referenced in Overt Act No. 25, Co-Conspirator 2 confirmed he  
12 could obtain more ketamine, stating: "It will be same product. You  
13 want same amount? Put the 5500 together asap and ill come get it as  
14 soon as possible to get it all done tonight."

15 Overt Act No. 27: On October 23, 2023, Co-Conspirator 2  
16 traveled to Victim M.P.'s residence at approximately 8 p.m. and  
17 picked up approximately \$6,000 in cash from defendant IWAMASA, which  
18 would be used to pay Co-Conspirator 2's ketamine source for  
19 additional ketamine.

20 Overt Act No. 28: On October 24, 2023, Co-Conspirator 2 texted  
21 defendant IWAMASA that the cash for the ketamine purchase was on its  
22 way to Co-Conspirator 2's source of ketamine: "It's on its way to our  
23 girl. I should have an ETA anytime soon."

24 Overt Act No. 29: On October 24, 2023, Co-Conspirator 2  
25 traveled to Victim M.P.'s residence with at least 25 vials of  
26 ketamine which he delivered to defendant IWAMASA.

27 Overt Act No. 30: On October 24, 2023, defendant IWAMASA  
28 administered at least 6 shots of ketamine to Victim M.P.

1           Overt Act No. 31:    On October 25, 2023, defendant IWAMASA  
2 administered at least 6 shots of ketamine to Victim M.P.

3           Overt Act No. 32:    On October 26, 2023, defendant IWAMASA  
4 administered at least 6 shots of ketamine to Victim M.P.

5           Overt Act No. 33:    On October 27, 2023, defendant IWAMASA  
6 administered at least 6 shots of ketamine to Victim M.P.

7           Overt Act No. 34:    On October 27, 2023, Co-Conspirator 1  
8 offered to sell additional ketamine to defendant IWAMASA to be  
9 distributed to Victim M.P.: "Hi. I know you mentioned taking a break.  
10 I have been stocking up on the meanwhile. I am not sure when you guys  
11 plan to resume but in case its when im out of town this weekend I  
12 have left supplies with a nurse of mine," and followed up in a later  
13 message: "I can always let her know the plan. I will be back in town  
14 Tuesday."

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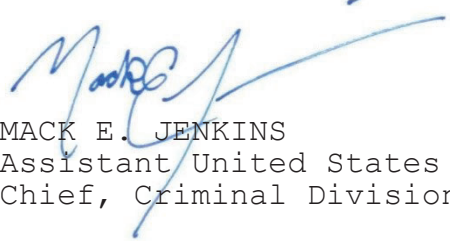
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1           Overt Act No. 35:    On October 28, 2023, defendant IWAMASA  
2 administered at least 3 shots of ketamine to Victim M.P., resulting  
3 in the death and serious bodily injury of Victim M.P.  
4

5                                   E. MARTIN ESTRADA  
6                                   United States Attorney

7                                     
8                                   MACK E. JENKINS  
9                                   Assistant United States Attorney  
                                  Chief, Criminal Division

10                                  IAN V. YANNIELLO  
11                                  Assistant United States Attorney  
                                  Chief, General Crimes Section

12                                  HAOXIAOHAN CAI  
13                                  Assistant United States Attorney  
                                  Major Frauds Section  
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CERTIFICATE OF SERVICE

I, **Abigail M. Haun**, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy of:

**PLEA AGREEMENT FOR DEFENDANT KENNETH IWAMASA**

Placed in a closed envelope for collection and inter-office delivery, addressed as follows:

Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:

By hand delivery, addressed as follows:

By facsimile, as follows:

Via email, as follows:

By Federal Express, as follows:

**alan@EGattorneys.com**

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This Certificate is executed on **July 5, 2024**, at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.

*Abigail M. Haun*

Abigail M. Haun  
Legal Assistant