

1 TRACY L. WILKISON
 Acting United States Attorney
 2 SCOTT M. GARRINGER
 Assistant United States Attorney
 3 Chief, Criminal Division
 JERRY C. YANG
 4 Assistant United States Attorney
 Chief, Riverside Branch Office
 5 SONAH LEE (Cal. Bar No. 246024)
 Assistant United States Attorney
 6 Riverside Branch Office
 3403 Tenth Street, Suite 200
 7 Riverside, California 92501
 Telephone: (951) 276-6924
 8 Facsimile: (951) 276-6202
 E-mail: Sonah.Lee@usdoj.gov

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 JOSUE GAMALIEL VIDAL QUINTANILLA,
 aka "Firstlast6543,"

17 Defendant.
 18

ED CR No. 20-192-JGB

PLEA AGREEMENT FOR DEFENDANT
JOSUE GAMALIEL VIDAL QUINTANILLA

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

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:
 28

1 a. At the earliest opportunity requested by the USAO and
2 provided by the Court, appear and plead guilty to count three of the
3 indictment in United States v. Josue Gamaliel Vidal Quintanilla, ED
4 CR No. 20-192-JGB, which charges defendant with Distribution of Child
5 Pornography in violation of 18 U.S.C. §§ 2252A(a)(2)(A), (b)(1).

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

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

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

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

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

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

21 h. Agree to and not oppose the imposition of a term of
22 supervised release of no less than 20 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 i. Not seek the discharge of any restitution obligation,
27 in whole or in part, in any present or future bankruptcy proceeding.

28

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

7 k. 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 N. Los Angeles St., Suite 7516, Los
13 Angeles, CA 90012.

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

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

19 3. Defendant further agrees:

20 a. To forfeit all right, title, and interest in and to
21 any and all monies, properties, and/or assets of any kind, derived
22 from or acquired as a result of, or used to facilitate the commission
23 of, or involved in the illegal activity to which defendant is
24 pleading guilty, specifically including, but not limited to, the
25 following (collectively, the "Forfeitable Assets"):

26 i. Samsung Galaxy S7 Edge Smartphone, SM-G935P, IMEI
27 355911072016396;

28

1 ii. Samsung Galaxy Avant Smartphone, SM-G386T, IMEI
2 352829/06/691678/0, with a 32-gigabyte micro SD memory card;

3 iii. Samsung Galaxy Tablet, SM-T580, Serial Number
4 R52JB1FRDPD, with an 8-gigabyte micro SD memory card;

5 iv. Apple Tablet, iPad 3, Serial Number DMQWLM51JF8J;

6 v. a Toshiba Satellite Laptop, Serial Number
7 6B407141K;

8 vi. a Dell Laptop, Serial Number 98Q4ST2; and

9 vii. Alcatel One Touch Smartphone, 7024W, IMEI
10 013763002488648.

11 b. To the Court's entry of an order of forfeiture at or
12 before sentencing with respect to the Forfeitable Assets and to the
13 forfeiture of the assets.

14 c. To take whatever steps are necessary to pass to the
15 United States clear title to the Forfeitable Assets, including,
16 without limitation, the execution of a consent decree of forfeiture
17 and the completing of any other legal documents required for the
18 transfer of title to the United States.

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

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

1 f. Not to claim that reasonable cause to seize the
2 Forfeitable Assets was lacking.

3 g. To prevent the transfer, sale, destruction, or loss of
4 the Forfeitable Assets to the extent defendant has the ability to do
5 so.

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

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

12 THE USAO'S OBLIGATIONS

13 4. The USAO agrees to:

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

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

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

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

1 e. Except for criminal tax violations (including
2 conspiracy to commit such violations chargeable under 18 U.S.C.
3 § 371), not further criminally prosecute defendant for violations of
4 18 U.S.C. § 2252A(a) (2) (A) arising out of defendant's conduct
5 described in the agreed-to factual basis set forth in paragraph 15
6 below and for his conduct in contacting minors online and soliciting
7 them to watch him masturbate via video chats. Defendant understands
8 that the USAO is free to criminally prosecute defendant for any other
9 unlawful past conduct or any unlawful conduct that occurs after the
10 date of this agreement. Defendant agrees that at the time of
11 sentencing the Court may consider the uncharged conduct in
12 determining the applicable Sentencing Guidelines range, the propriety
13 and extent of any departure from that range, and the sentence to be
14 imposed after consideration of the Sentencing Guidelines and all
15 other relevant factors under 18 U.S.C. § 3553(a).

16 f. Recommend that defendant be sentenced to a term of
17 imprisonment no higher than the low end of the applicable Sentencing
18 Guidelines range, provided that the offense level used by the Court
19 to determine that range is 38 or higher and provided that the Court
20 does not depart downward in offense level or criminal history
21 category. For purposes of this agreement, the low end of the
22 Sentencing Guidelines range is that defined by the Sentencing Table
23 in U.S.S.G. Chapter 5, Part A.

24 NATURE OF THE OFFENSE

25 5. Defendant understands that for defendant to be guilty of
26 the crime charged in count three, that is, Distribution of Child
27 Pornography, in violation of Title 18, United States Code, Section
28 2252A(a) (2) (A), the following must be true: (1) defendant knowingly

1 distributed matters that defendant knew contained visual depictions
2 of a minor engaged in sexually explicit conduct; (2) defendant knew
3 the visual depiction contained in the matters showed a minor engaged
4 in sexually explicit conduct; (3) defendant knew that production of
5 such a visual depiction involved use of a minor in sexually explicit
6 conduct; and (4) each visual depiction had been: (a) mailed, shipped,
7 or transported using any means or facility of interstate commerce or
8 in or affecting interstate commerce, or (b) produced using any means
9 or facility of interstate or foreign commerce or shipped or
10 transported in or affecting interstate or foreign commerce by any
11 means, including by computer.

12 PENALTIES AND RESTITUTION

13 6. Defendant understands that the statutory maximum sentence
14 that the Court can impose for a violation of Title 18, United States
15 Code, Sections 2252A(a) (2) (A), and (b) (1), is: 20 years'
16 imprisonment; a lifetime period of supervised release; a fine of
17 \$250,000 or twice the gross gain or gross loss resulting from the
18 offense, whichever is greatest; and a mandatory special assessment of
19 \$100.

20 7. Defendant understands that the statutory mandatory minimum
21 sentence that the Court must impose for a violation of Title 18,
22 United States Code, Sections 2252A(a) (2) (A), (b) (1), is: five years'
23 imprisonment; a five-year period of supervised release; and a
24 mandatory special assessment of \$100.

25 8. Defendant understands that, pursuant to the Justice for
26 Victims of Trafficking Act of 2015, the Court shall impose an
27 additional \$5,000 special assessment if the Court concludes that
28

1 defendant is a non-indigent person, to be paid after defendant's
2 other financial obligations have been satisfied.

3 9. Defendant understands that, pursuant to 18 U.S.C. § 2259A,
4 the Court may impose an additional special assessment of up to
5 \$35,000.

6 10. Defendant understands and agrees that pursuant to Title 18,
7 United States Code, Section 2259, defendant will be required to pay
8 full restitution to the victim(s) of the offense to which defendant
9 is pleading guilty. Defendant agrees that, in return for the USAO's
10 compliance with its obligations under this agreement, the Court may
11 order restitution to persons other than the victim(s) of the offense
12 to which defendant is pleading guilty. In particular, defendant
13 agrees that the Court may order restitution to any victim of any of
14 the following for any losses suffered by that victim as a result:
15 (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in
16 connection with the offense to which defendant is pleading guilty
17 and; (b) any counts dismissed pursuant to this agreement as well as
18 all relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection
19 with those counts. The parties currently believe that the applicable
20 amount of restitution order is approximately \$48,000, but recognize
21 and agree that this amount could change based on facts that come to
22 the attention of the parties prior to sentencing. Defendant
23 understands that, under the Amy, Vicky, and Andy Child Pornography
24 Victim Assistance Act of 2018, the Court shall impose a restitution
25 amount of not less than \$3,000 per victim.

26 11. Defendant understands that supervised release is a period
27 of time following imprisonment during which defendant will be subject
28 to various restrictions and requirements. Defendant understands that

1 if defendant violates one or more of the conditions of any supervised
2 release imposed, defendant may be returned to prison for all or part
3 of the term of supervised release authorized by statute for the
4 offense that resulted in the term of supervised release.

5 12. Defendant understands that as a condition of supervised
6 release, under Title 18, United States Code, Section 3583(d),
7 defendant will be required to register as a sex offender. Defendant
8 understands that independent of supervised release, he will be
9 subject to federal and state registration requirements, for a
10 possible maximum term of registration up to and including life.
11 Defendant further understands that, under Title 18, United States
12 Code, Section 4042(c), notice will be provided to certain law
13 enforcement agencies upon his release from confinement following
14 conviction.

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

28

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

17 FACTUAL BASIS

18 15. 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 and to establish the
23 Sentencing Guidelines factors set forth in paragraph 17 below but is
24 not meant to be a complete recitation of all facts relevant to the
25 underlying criminal conduct or all facts known to either party that
26 relate to that conduct.

27 In September 2019, Kik, a mobile messaging application,
28 submitted a Cybertip that one of its users "itsjayking2" had uploaded

1 suspected child pornography. In January 2020, Snapchat, also a
2 mobile messaging application, submitted a Cybertip that one of its
3 users "josh7csusb1" had uploaded suspected child pornography onto its
4 platform. The IP address associated with "itsjayking2" and
5 "josh7csusb1" was an IP address assigned to defendant's residence in
6 Fontana, San Bernardino County, California, within the Central
7 District of California.

8 Homeland Security Investigations ("HSI") agents executed a
9 federal search warrant at defendant's residence on September 23, 2020
10 and seized several digital devices. Defendant agreed to speak with
11 law enforcement and gave a statement. Defendant admitted that he has
12 been viewing child pornography since January or February 2019. He
13 began watching it on Kik. Defendant had recently watched child
14 pornography earlier that week, using Mega or Dropbox links. He also
15 admitted to sending people links to Mega and dropbox links that
16 contained child pornography, including child pornography involving
17 infants to seventeen years old. Defendant used several Snapchat
18 accounts to access child pornography. He gave written consent to HSI
19 to access and take over his Snapchat and other online accounts.

20 HSI accessed defendant's Snapchat account "Firstlast6543" and
21 found several conversation threads where defendant was discussing and
22 trading child pornography with other Snapchat users. Specifically,
23 on August 22, 2020, defendant using "Firstlast6543" exchanged child
24 pornography with another Snapchat user "r*****" via the Internet.
25 At 5:41 a.m., defendant received from Snapchat user "r*****" a video
26 depicting a nude male adult vaginally penetrating a nude prepubescent
27 female. At 5:45 a.m, defendant sent the Snapchat user "r*****" a
28 video depicting a nude prepubescent female sitting on the floor in

1 front of the camera and masturbating by digitally penetrating her
2 vagina. In total, HSI recovered about 1500 images and 724 videos of
3 child pornography from defendant's Kik and Snapchat accounts and
4 digital devices.

5 Defendant admits and agrees that he knew that the video he
6 knowingly distributed to another Snapchat user on August 22, 2020, as
7 described in count three, for the purpose of obtaining other child
8 pornography, contained a visual depiction of a minor engaged in
9 sexually explicit conduct, that he knew that the visual depiction
10 contained in the image showed a minor engaged in sexually explicit
11 conduct, and that he knew that production of such visual depiction
12 involved the use of a minor engaged in sexually explicit conduct.
13 Defendant admits and agrees that the child depicted in the video is a
14 real child, and defendant distributed child pornography using the
15 Internet, which is a means and facility of interstate and foreign
16 commerce, using a computer.

17 SENTENCING FACTORS

18 16. Defendant understands that in determining defendant's
19 sentence the Court is required to calculate the applicable Sentencing
20 Guidelines range and to consider that range, possible departures
21 under the Sentencing Guidelines, and the other sentencing factors set
22 forth in 18 U.S.C. § 3553(a). Defendant understands that the
23 Sentencing Guidelines are advisory only, that defendant cannot have
24 any expectation of receiving a sentence within the calculated
25 Sentencing Guidelines range, and that after considering the
26 Sentencing Guidelines and the other § 3553(a) factors, the Court will
27 be free to exercise its discretion to impose any sentence it finds
28

1 appropriate between the mandatory minimum and up to the maximum set
2 by statute for the crime of conviction.

3 17. Defendant and the USAO agree to the following applicable
4 Sentencing Guidelines factors:

5	Base Offense Level:	22	U.S.S.G. § 2G2.2(a) (1)
6	Specific Offense Characteristics:		
7	Prepubescent Minor	+2	U.S.S.G. § 2G2.2(b) (2)
8	Distribution for Consideration	+5	U.S.S.G. § 2G2.2(b) (3) (B)
9	Use of Computer	+2	U.S.S.G. § 2G2.2(b) (6)
10	More than 600 Images	+5	U.S.S.G. § 2G2.2(b) (7) (D)

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

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

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

26 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

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

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

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

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

22 WAIVER OF RETURN OF DIGITAL DATA

23 21. Understanding that the government has in its possession
24 digital devices and/or digital media seized from defendant, defendant
25 waives any right to the return of digital data contained on those
26 digital devices and/or digital media and agrees that if any of these
27 digital devices and/or digital media are returned to defendant, the
28

1 government may delete all digital data from those digital devices
2 and/or digital media before they are returned to defendant.

3 WAIVER OF APPEAL OF CONVICTION

4 22. Defendant understands that, with the exception of an appeal
5 based on a claim that defendant's guilty plea was involuntary, by
6 pleading guilty defendant is waiving and giving up any right to
7 appeal defendant's conviction on the offense to which defendant is
8 pleading guilty. Defendant understands that this waiver includes,
9 but is not limited to, arguments that the statute to which defendant
10 is pleading guilty is unconstitutional, and any and all claims that
11 the statement of facts provided herein is insufficient to support
12 defendant's plea of guilty.

13 WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

14 23. Defendant agrees that, provided the Court imposes a term of
15 imprisonment within or below the range corresponding to an offense
16 level of 33 and the criminal history category calculated by the
17 Court, defendant gives up the right to appeal all of the following:
18 (a) the procedures and calculations used to determine and impose any
19 portion of the sentence; (b) the term of imprisonment imposed by the
20 Court; (c) the fine imposed by the Court, provided it is within the
21 statutory maximum; (d) to the extent permitted by law, the
22 constitutionality or legality of defendant's sentence, provided it is
23 within the statutory maximum; (e) the amount and terms of any
24 restitution order, provided it requires payment of no more than
25 \$48,000; (f) the term of probation or supervised release imposed by
26 the Court, provided it is within the statutory maximum; and (g) any
27 of the following conditions of probation or supervised release
28 imposed by the Court: the conditions set forth in the Second Amended

1 General Order 20-04 of this Court; the drug testing conditions
2 mandated by 18 U.S.C. §§ 3563(a) (5) and 3583(d); the alcohol and drug
3 use conditions authorized by 18 U.S.C. § 3563(b) (7); and any
4 conditions of probation or supervised release agreed to by defendant
5 in paragraph 2 above and in "Appendix" to this Agreement.

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

17 25. 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 within or above the range corresponding to an offense
21 level of 33 and the criminal history category calculated by the
22 Court, the USAO gives up its right to appeal any portion of the
23 sentence, with the exception that the USAO reserves the right to
24 appeal the following: the amount of restitution ordered if that
25 amount is less than \$48,000.

26 RESULT OF WITHDRAWAL OF GUILTY PLEA

27 26. Defendant agrees that if, after entering a guilty plea
28 pursuant to this agreement, defendant seeks to withdraw and succeeds

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

14 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

15 27. Defendant agrees that if the count of conviction is
16 vacated, reversed, or set aside, both the USAO and defendant will be
17 released from all their obligations under this agreement.

18 EFFECTIVE DATE OF AGREEMENT

19 28. This agreement is effective upon signature and execution of
20 all required certifications by defendant, defendant's counsel, and an
21 Assistant United States Attorney.

22 BREACH OF AGREEMENT

23 29. Defendant agrees that if defendant, at any time after the
24 signature of this agreement and execution of all required
25 certifications by defendant, defendant's counsel, and an Assistant
26 United States Attorney, knowingly violates or fails to perform any of
27 defendant's obligations under this agreement ("a breach"), the USAO
28 may declare this agreement breached. All of defendant's obligations

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

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

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

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

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

1 Procedure, or any other federal rule, that the statements or any
2 evidence derived from the statements should be suppressed or are
3 inadmissible.

4 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

5 OFFICE NOT PARTIES

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

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

27 33. Defendant understands that even if the Court ignores any
28 sentencing recommendation, finds facts or reaches conclusions

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

9 NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

35. 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

TRACY L. WILKISON
Acting United States Attorney



SONAH LEE
Assistant United States Attorney

9/8/21

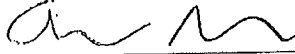
Date



JOSUE GAMALIEL VIDAL QUINTANILLA
Defendant

9/4/21

Date



ANDREW B. BYRD
Deputy Federal Public Defender
Attorney for Defendant JOSUE
GAMALIEL VIDAL QUINTANILLA


9/4/21

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

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.

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10 _____
11 JOSUE GAMALIEL VIDAL QUINTANILLA
12 Defendant

9/4/21

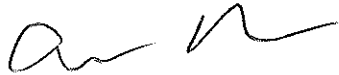
Date

12 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

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

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9/4/21

5 _____
6 ANDREW B. BYRD
7 Deputy Federal Public Defender
8 Attorney for Defendant JOSUE
9 GAMALIEL VIDAL QUINTANILLA

Date

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1 APPENDIX

2 Sex Offender Supervised Release Conditions

3 Sex Offender Registration

4 Defendant shall register as a sex offender, and maintain the
5 registration as a sex offender for the entire period of supervised
6 release, and keep the registration current, in each jurisdiction
7 where defendant resides, where defendant is an employee, and where
8 defendant is a student, to the extent the registration procedures
9 have been established in each jurisdiction. When registering for the
10 first time, defendant shall also register in the jurisdiction in
11 which the conviction occurred if different from defendant's
12 jurisdiction of residence. Defendant shall provide proof of
13 registration to the Probation Officer within three days of
14 defendant's placement on probation/release from imprisonment.

15 Counseling

16 Defendant shall participate in a psychological counseling and/or
17 psychiatric treatment and/or a sex offender treatment program, which
18 may include inpatient treatment upon order of the Court, as approved
19 and directed by the Probation Officer. Defendant shall abide by all
20 rules, requirements, and conditions of such program, including
21 submission to risk assessment evaluations and physiological testing,
22 such as polygraph and Abel testing, but the defendant retains the
23 right to invoke the Fifth Amendment. The Probation Officer shall
24 disclose the presentence report and/or any previous mental health
25 evaluations or reports to the treatment provider.

26 As directed by the Probation Officer, defendant shall pay all or
27 part of the costs of treating defendant's psychological/psychiatric
28 disorder(s) to the aftercare contractor during the period of

1 community supervision, pursuant to 18 U.S.C. § 3672. Defendant shall
2 provide payment and proof of payment as directed by the Probation
3 Officer.

4 Access to Materials

5 Defendant shall not view or possess any materials, including
6 pictures, photographs, books, writings, drawings, videos, or video
7 games, depicting and/or describing child pornography, as defined in
8 18 U.S.C. §2256(8), or sexually explicit conduct depicting minors, as
9 defined at 18 U.S.C. §2256(2). The defendant shall not possess or
10 view any materials such as videos, magazines, photographs, computer
11 images or other matter that depicts "actual sexually explicit
12 conduct" involving adults as defined by 18 U.S.C. § 2257(h)(1). This
13 condition does not prohibit defendant from possessing materials
14 solely because they are necessary to, and used for, a collateral
15 attack, nor does it prohibit defendant from possessing materials
16 prepared and used for the purposes of defendant's Court-mandated sex
17 offender treatment, when defendant's treatment provider or the
18 probation officer has approved of defendant's possession of the
19 materials in advance.

20 Contact with Others

21 Defendant shall not associate or have verbal, written,
22 telephonic, or electronic communication with any person under the age
23 of 18, except: (a) in the presence of the parent or legal guardian of
24 said minor; and (b) on the condition that defendant notifies said
25 parent or legal guardian of defendant's conviction in the instant
26 offense. This provision does not encompass persons under the age of
27 18, such as waiters, cashiers, ticket vendors, etc., with whom
28 defendant must interact in order to obtain ordinary and usual

1 commercial services.

2 Defendant shall not frequent, or loiter, within 100 feet of
3 school yards, parks, public swimming pools, playgrounds, youth
4 centers, video arcade facilities, or other places primarily used by
5 persons under the age of 18.

6 Defendant shall not affiliate with, own, control, volunteer or
7 be employed in any capacity by a business or organization that causes
8 defendant to regularly contact persons under the age of 18.

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

13 Defendant shall not own, use or have access to the services of
14 any commercial mail-receiving agency, nor shall defendant open or
15 maintain a post office box, without the prior written approval of the
16 Probation Officer.

17 Employment

18 Defendant's employment shall be approved by the Probation
19 Officer, and any change in employment must be pre-approved by the
20 Probation Officer. Defendant shall submit the name and address of
21 the proposed employer to the Probation Officer at least ten days
22 prior to any scheduled change.

23 Residence

24 Defendant shall not reside within direct view of school yards,
25 parks, public swimming pools, playgrounds, youth centers, video
26 arcade facilities, or other places primarily used by persons under
27 the age of 18. Defendant's residence shall be approved by the
28 Probation Officer, and any change in residence must be pre-approved

1 by the Probation Officer. Defendant shall submit the address of the
2 proposed residence to the Probation Officer at least ten days prior
3 to any scheduled move.

4 Search

5 Defendant shall submit defendant's person, and any property,
6 house, residence, vehicle, papers, computer, other electronic
7 communication or data storage devices or media, and effects to search
8 at any time, with or without warrant, by any law enforcement or
9 Probation Officer with reasonable suspicion concerning a violation of
10 a condition of probation/supervised release or unlawful conduct by
11 defendant, and by any Probation Officer in the lawful discharge of
12 the officer's supervision function.

13 Computer

14 Defendant shall possess and use only those computers and
15 computer-related devices, screen user names, passwords, email
16 accounts, and internet service providers ("ISPs") that have been
17 disclosed to the Probation Officer upon commencement of supervision.
18 Any changes or additions are to be disclosed to the Probation Officer
19 prior to defendant's first use. Computers and computer-related
20 devices include personal computers, personal data assistants
21 ("PDAs"), internet appliances, electronic games, cellular telephones,
22 and digital storage media, as well as their peripheral equipment,
23 that can access, or can be modified to access, the internet,
24 electronic bulletin boards, and other computers.

25 All computers, computer-related devices, and their peripheral
26 equipment, used by defendant shall be subject to search and seizure.
27 This shall not apply to items used at the employment's site that are
28 maintained and monitored by the employer.

1 Defendant shall comply with the rules and regulations of the
2 Computer Monitoring Program. Defendant shall pay the cost of the
3 Computer Monitoring Program, in an amount not to exceed \$32 per month
4 per device connected to the internet.

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