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10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 SAGI SCHWARTZBERG,
aka "Jason D,"
17 aka "xocdrunkx,"

18 Defendant.

ED CR No. 5:21-cr-00148-VAP

PLEA AGREEMENT FOR DEFENDANT
SAGI SCHWARTZBERG

19
20 1. This constitutes the plea agreement between SAGI
21 SCHWARTZBERG ("defendant") and the United States Attorney's Office
22 for the Central District of California (the "USAO") in the
23 investigation of production, distribution, receipt, and possession of
24 child pornography. This agreement is limited to the USAO and cannot
25 bind any other federal, state, local, or foreign prosecuting,
26 enforcement, administrative, or regulatory authorities.

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RULE 11(c) (1) (C) AGREEMENT

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2 2. Defendant understands that this agreement is entered into
3 pursuant to Federal Rule of Criminal Procedure 11(c) (1) (C).
4 Accordingly, defendant understands that, if the Court determines
5 that it will not accept this agreement, absent a breach of this
6 agreement by defendant prior to that determination and whether or not
7 defendant elects to withdraw any guilty plea entered pursuant to this
8 agreement, this agreement will, with the exception of paragraph 26
9 below, be rendered null and void and both defendant and the USAO will
10 be relieved of their obligations under this agreement. Defendant
11 agrees, however, that if defendant breaches this agreement prior to
12 the Court's determination whether or not to accept this agreement,
13 the breach provisions of this agreement, paragraphs 29 and 30 below,
14 will control, with the result that defendant will not be able to
15 withdraw any guilty plea entered pursuant to this agreement, the USAO
16 will be relieved of all of its obligations under this agreement, and
17 the Court's failure to follow any recommendation or request regarding
18 sentence set forth in this agreement will not provide a basis for
19 defendant to withdraw defendant's guilty plea.

DEFENDANT'S OBLIGATIONS

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21 3. Defendant agrees to:
22 a. Give up the right to indictment by a grand jury and,
23 at the earliest opportunity requested by the USAO and provided by the
24 Court, appear and plead guilty to a one-count information in the form
25 attached to this agreement as Exhibit A or a substantially similar
26 form, which charges defendant with Receipt of Child Pornography, in
27 violation of 18 U.S.C. §§ 2252A(a) (2), (b) (1).
28 b. Not contest facts agreed to in this agreement.

1 c. Abide by all agreements regarding sentencing contained
2 in this agreement and affirmatively recommend to the Court that it
3 impose sentence in accordance with paragraph 20 of this agreement.

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

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

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

13 g. Agree to and not oppose the imposition of the
14 following conditions of probation or supervised release set forth in
15 the "Appendix" to this Agreement.

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

19 i. At or before the time of sentencing, satisfy any and
20 all restitution/fine obligations based on ability to pay by
21 delivering a certified check or money order to the Fiscal Clerk of
22 the Court, to be held until the date of sentencing and, thereafter,
23 applied to satisfy defendant's restitution/fine balance. Payments
24 may be made to the Clerk, United States District Court, Fiscal
25 Department, 255 East Temple Street, 11th Floor, Los Angeles,
26 California 90012.

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1 j. Ability to pay shall be assessed based on the
2 Financial Disclosure Statement, referenced below, and all other
3 relevant information relating to ability to pay.

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

10 l. Complete the Financial Disclosure Statement on a form
11 provided by the USAO and, within 30 days of defendant's entry of a
12 guilty plea, deliver the signed and dated statement, along with all
13 of the documents requested therein, to the USAO by either email at
14 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
15 Litigation Section at 300 N. Los Angeles St., Suite 7516, Los
16 Angeles, CA 90012.

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

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

22 4. Defendant further agrees:

23 a. To forfeit all right, title, and interest in and to
24 any and all monies, properties, and/or assets of any kind, derived
25 from or acquired as a result of, or used to facilitate the commission
26 of, or involved in the illegal activity to which defendant is
27 pleading guilty, specifically including, but not limited to, Apple
28 iPhone X with IMEI 353056098853760 (the "Forfeitable Assets").

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

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

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

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

19 f. Not to claim that reasonable cause to seize the
20 Forfeitable Assets was lacking.

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

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

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

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

20 THE USAO'S OBLIGATIONS

21 6. The USAO agrees to:

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

23 b. Abide by all agreements regarding sentencing contained
24 in this agreement and affirmatively recommend to the Court that it
25 impose sentence in accordance with paragraph 20 of this agreement.

26 c. Except for criminal tax violations (including
27 conspiracy to commit such violations chargeable under 18 U.S.C.
28 § 371), not further criminally prosecute defendant for violations of

1 18 U.S.C. §§ 2251(a), 2252A(a)(2), 2252A(a)(5)(B), and 2422(b)
2 arising out of defendant's conduct described in the agreed-to factual
3 basis set forth in paragraph 17 below. Defendant understands that
4 the USAO is free to criminally prosecute defendant for any other
5 unlawful past conduct or any unlawful conduct that occurs after the
6 date of this agreement. Defendant agrees that at the time of
7 sentencing the Court may consider the uncharged conduct in
8 determining the applicable Sentencing Guidelines range, the propriety
9 and extent of any departure from that range, and the sentence to be
10 imposed after consideration of the Sentencing Guidelines and all
11 other relevant factors under 18 U.S.C. § 3553(a).

12 NATURE OF THE OFFENSE

13 7. Defendant understands that for defendant to be guilty of
14 the crime charged in the single count Information, that is, Receipt
15 of Child Pornography, in violation of Title 18, United States Code,
16 Section 2252A(a)(2), (b)(1), the following must be true: (1)
17 defendant knowingly received matters which defendant knew contained
18 visual depictions of a minor engaged in sexually explicit conduct;
19 (2) defendant knew the visual depiction contained in the matters
20 showed a minor engaged in sexually explicit conduct; (3) defendant
21 knew that production of such a visual depiction involved use of a
22 minor in sexually explicit conduct; and (4) each visual depiction had
23 been: (a) mailed, shipped, or transported using any means or facility
24 of interstate commerce or in or affecting interstate commerce, or
25 (b) produced using any means or facility of interstate or foreign
26 commerce or shipped or transported in or affecting interstate or
27 foreign commerce by any means, including by computer.

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PENALTIES AND RESTITUTION

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

8 9. Defendant understands that the statutory mandatory minimum
9 sentence that the Court must impose for a violation of Title 18,
10 United States Code, Sections 2252A(a) (2), and (b) (1) is: five years'
11 imprisonment, a five-year period of supervised release, and a
12 mandatory special assessment of \$100.

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

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1 Pornography Victim Assistance Act of 2018, the Court shall impose a
2 restitution amount of not less than \$3,000 per victim.

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

8 12. Defendant understands that, pursuant to 18 U.S.C. § 2259A,
9 the Court may impose an additional special assessment of up to
10 \$35,000.

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

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

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

14 16. Defendant and his counsel have discussed the fact that, and
15 defendant understands that, if defendant is not a United States
16 citizen, the conviction in this case makes it practically inevitable
17 and a virtual certainty that defendant will be removed or deported
18 from the United States. Defendant may also be denied United States
19 citizenship and admission to the United States in the future.
20 Defendant understands that while there may be arguments that
21 defendant can raise in immigration proceedings to avoid or delay
22 removal, removal is presumptively mandatory and a virtual certainty
23 in this case. Defendant further understands that removal and
24 immigration consequences are the subject of a separate proceeding and
25 that no one, including his attorney or the Court, can predict to an
26 absolute certainty the effect of his conviction on his immigration
27 status. Defendant nevertheless affirms that he wants to plead guilty
28

1 regardless of any immigration consequences that his plea may entail,
2 even if the consequence is automatic removal from the United States.

3 FACTUAL BASIS

4 17. Defendant admits that defendant is, in fact, guilty of the
5 offense to which defendant is agreeing to plead guilty. Defendant
6 and the USAO agree to the statement of facts provided below and agree
7 that this statement of facts is sufficient to support a plea of
8 guilty to the charge described in this agreement and to establish the
9 Sentencing Guidelines factors set forth in paragraph 19 below but is
10 not meant to be a complete recitation of all facts relevant to the
11 underlying criminal conduct or all facts known to either party that
12 relate to that conduct.

13 Beginning sometime in 2019 and through January 2021, defendant
14 used Snapchat, a mobile instant messaging application, to communicate
15 with MV 1, a minor, in the Central District of California. Between
16 May 13, 2020 and December 10, 2020, defendant received several
17 sexually explicit images and videos of MV 1 over Snapchat.

18 In November 2020, Fontana Internet Crimes Against Children Task
19 Force ("Fontana ICAC") received a Cybertip from Kik, a mobile instant
20 messaging application, that one of its users with Screen/Username
21 "drunkesq" and User ID of "drunkesq_o64" had shared suspected child
22 pornography with another Kik user or group of users between October
23 28, 2020 and November 15, 2020. Fontana ICAC determined that one of
24 the IP addresses associated with the "drunkesq" Kik account was
25 assigned to a residence in Fontana, California, and one of the IP
26 addresses was assigned to a law office of Schwartzberg & Luther, APC,
27 in Ontario, California. The residence in Fontana was defendant's
28 personal residence and the law office was defendant's law office.

1 Fontana ICAC also discovered that in February 2020, Kik had also
2 submitted a Cybertip that one of its users with Screen/Username of
3 "hoping4achance" and User ID of "hoping4achance_rz6" had also shared
4 suspected child pornography with another user or group of users
5 between February 3, 2020, and February 5, 2020. One of the IP
6 addresses associated with the "hoping4achance" account was assigned
7 to defendant's personal residence in Fontana ("defendant's
8 residence"), and another IP address was assigned to defendant's
9 previous work address in Rancho Cucamonga, California.

10 On February 17, 2021, Fontana ICAC executed a state search
11 warrant at defendant's residence and encountered defendant at the
12 residence. Fontana ICAC seized an iPhone X with phone number ending
13 in 9941 from defendant, which defendant admitted was his personal
14 cellphone. During the execution of the search warrant, defendant
15 agreed to speak with law enforcement. Defendant initially denied
16 anything to do with child pornography, but did admit to having
17 previously installed the Kik app on his cell phone, and that if law
18 enforcement had traced child pornography to being traded from his IP
19 addresses, then it must have been him. Defendant admitted to having
20 been a part of a Kik group where he may have forwarded a video
21 depicting child pornography. Defendant admitted that he was aware
22 that child pornography was illegal.

23 A forensic review of defendant's iPhone revealed a photo vault
24 of sexually explicit images and videos of young women, some appearing
25 to be minors. Specifically, Fontana ICAC located a folder named
26 "Mxxxxxxxxxxxxxxxx" which contained sexually explicit photos and videos
27 depicting a female who appeared to be 13-15 years old (namely, MV 1).
28 Fontana ICAC located and interviewed MV 1, currently a sixteen-year

1 old high school student in Agoura Hills, California, in Los Angeles
2 County.

3 MV 1 provided information that an individual named "Jason"
4 contacted her through Snapchat about two years ago, when she was
5 about 13 years old. "Jason" had a Snapchat username of "Jason D" and
6 a user ID of "xocdrunkx." "Jason" communicated with MV 1 through
7 Snapchat, and agreed to pay her for naked photos of herself. In
8 total, she believes she sent him about 25 photos and 2 videos of
9 herself, for which "Jason" sent her Vanilla e-gift cards totaling
10 about \$600 between May 13, 2020, through December 10, 2020. Amongst
11 the photos and videos that MV 1 sent defendant were the following
12 images and videos:

- 13 • DC32740-E979-484A-9ACF-4B1E8887A102;
- 14 • E310434-5E35-4718-9BCA-E3FCB677FDCE; and
- 15 • EF7FD938-C708-4F7A-BF89-0D6B688D4E6C.

16 In addition to MV 1, Fontana ICAC and FBI located four
17 additional individuals in California, Minnesota and Iowa, who
18 provided information that defendant paid for sexually explicit and/or
19 nude photos and videos of them via Snapchat and Kik.

20 MV 2 is currently a 17 year old female in Rancho Cucamonga,
21 California. MV 3 is currently a 20 year old female in Coon Rapids,
22 Minnesota, and MV 4 is currently an 18 year old female in Coon
23 Rapids, Minnesota. MV 5 is currently an 18 year old female in
24 Eldridge, Iowa. All of them stated that they communicated with an
25 individual later identified as defendant over Snapchat or Kik and
26 that defendant agreed to pay for nude and/or sexually explicit photos
27 and videos of themselves in exchange for payment. MV 2 did send
28

1 defendant sexually explicit images and videos of herself in exchange
2 for payment.

3 Defendant admits and agrees that he knew the images and videos
4 of MV 1 contained visual depictions of a minor engaging in sexually
5 explicit conduct, that he knew each visual depiction contained in the
6 images and videos showed a minor engaged in sexually explicit
7 conduct, and that he knew that production of such visual depictions
8 involved use of a minor engaged in sexually explicit conduct.

9 Defendant admits and agrees that the person depicted in the child
10 pornography images and videos is a real minor, and defendant received
11 and saved the images and videos from the Internet using Snapchat,
12 which are means and facility of interstate and foreign commerce, and
13 by using a computer.

14 SENTENCING FACTORS AND AGREED-UPON SENTENCE

15 18. Defendant understands that in determining defendant's
16 sentence the Court is required to calculate the applicable Sentencing
17 Guidelines range and to consider that range, possible departures
18 under the Sentencing Guidelines, and the other sentencing factors set
19 forth in 18 U.S.C. § 3553(a). Defendant understands that the
20 Sentencing Guidelines are advisory only.

21 19. Defendant and the USAO agree to the following applicable
22 Sentencing Guidelines factors:

23 Base Offense Level 32 [U.S.S.G. §2G2.1(a)(1)]
24
25
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27
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1 Specific Offense
 2 Characteristics:

3	12-16 years	+2	[U.S.S.G § 2G2.1(b) (1)]
4	Sexual Act	+2	[U.S.S.G § 2G2.1(b) (2) (A)]
5	Distribution	+2	[U.S.S.G § 2G2.1(b) (3)]
6	Use of Computer	+2	[U.S.S.G § 2G2.1(b) (6)]
7	Additional Victim	+3	[U.S.S.G § 2G2.1(d)]
8	Acceptance of Responsibility:	-3	[U.S.S.G. § 3E1.1(b)]

9 Total Offense Level:

10 Criminal History Category: I

11 Guideline Range: 292-365 months' imprisonment
 12 \$50,000-\$500,000 fine

13 The parties agree not to argue that any other specific offense
 14 characteristics, adjustments, or departures be imposed.

15 20. Defendant and the USAO agree that, taking into account the
 16 factors listed in 18 U.S.C. § 3553(a) (1)-(7) and the relevant
 17 sentencing guideline factors set forth above, an appropriate
 18 disposition of this case is that the Court impose a sentence of:
 19 between 120 months' to no greater than 240 months' imprisonment, with
 20 both parties reserving the right to argue for a particular sentence
 21 of imprisonment in that range; ten years' supervised release with
 22 conditions to be fixed by the Court which shall include the
 23 conditions set forth in Appendix to this Agreement; an appropriate
 24 amount of fine to be determined by the Court; \$100 special
 25 assessment, an additional special assessment up to \$35,000, and
 26 \$5,000 if the Court concludes that defendant is a non-indigent
 27 person; and restitution of at least \$3,000 per victim who requests
 28 restitution. The parties agree that restitution is to be paid

1 pursuant to a schedule to be fixed by the Court. The parties also
2 agree that no prior imprisonment (other than credits that the Bureau
3 of Prisons may allow under 18 U.S.C. § 3585(b)) may be credited
4 against this stipulated sentence, including credit under Sentencing
5 Guideline § 5G1.3.

6 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

19 e. The right to confront and cross-examine witnesses
20 against defendant.

21 f. The right to testify and to present evidence in
22 opposition to the charges, including the right to compel the
23 attendance of witnesses to testify.

24 g. The right not to be compelled to testify, and, if
25 defendant chose not to testify or present evidence, to have that
26 choice not be used against defendant.

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

4 WAIVER OF RETURN OF DIGITAL DATA

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

12 WAIVER OF APPEAL OF CONVICTION

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

22 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23 24. Defendant agrees that, provided the Court imposes the
24 sentence specified in paragraph 20 above, defendant gives up the
25 right to appeal any portion of that sentence.

26 25. The USAO agrees that, provided the Court imposes the
27 sentence specified in paragraph 20 above, the USAO gives up its right
28 to appeal any portion of that sentence.

1 United States Attorney, knowingly violates or fails to perform any of
2 defendant's obligations under this agreement ("a breach"), the USAO
3 may declare this agreement breached. All of defendant's obligations
4 are material, a single breach of this agreement is sufficient for the
5 USAO to declare a breach, and defendant shall not be deemed to have
6 cured a breach without the express agreement of the USAO in writing.
7 If the USAO declares this agreement breached, and the Court finds
8 such a breach to have occurred, then: (a) if defendant has previously
9 entered a guilty plea pursuant to this agreement, defendant will not
10 be able to withdraw the guilty plea, (b) the USAO will be relieved of
11 all its obligations under this agreement, and (c) the Court's failure
12 to follow any recommendation or request regarding sentence set forth
13 in this agreement will not provide a basis for defendant to withdraw
14 defendant's guilty plea.

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

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

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

27 c. Defendant agrees that: (i) any statements made by
28 defendant, under oath, at the guilty plea hearing (if such a hearing

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

10 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

11 OFFICE NOT PARTIES

12 31. Defendant understands that the Court and the United States
13 Probation and Pretrial Services Office are not parties to this
14 agreement and need not accept any of the USAO's sentencing
15 recommendations or the parties' agreements to facts, sentencing
16 factors, or sentencing. Defendant understands that the Court will
17 determine the facts, sentencing factors, and other considerations
18 relevant to sentencing and will decide for itself whether to accept
19 and agree to be bound by this agreement.

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

1 paragraphs 19 and 20 are consistent with the facts of this case.
2 While this paragraph permits both the USAO and defendant to submit
3 full and complete factual information to the United States Probation
4 and Pretrial Services Office and the Court, even if that factual
5 information may be viewed as inconsistent with the facts agreed to in
6 this agreement, this paragraph does not affect defendant's and the
7 USAO's obligations not to contest the facts agreed to in this
8 agreement.

9 NO ADDITIONAL AGREEMENTS

10 33. 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.

15 ///


PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

34. 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.

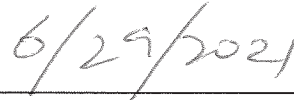
AGREED AND ACCEPTED

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


TRACY L. WILKISON
Acting United States Attorney



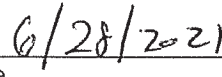
SONAH LEE
Assistant United States Attorney




Date



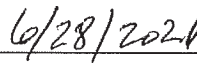
SAGI SCHWARTZBERG
Defendant



Date



ALEC S. ROSE
Attorney for Defendant SAGI
SCHWARTZBERG



Date

CERTIFICATION OF DEFENDANT

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

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

7
8 


SAGI SCHWARTZBERG
Defendant

6/28/2021

Date

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10 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

25 

ALEC S. ROSE
Attorney for Defendant SAGI
SCHWARTZBERG

6/28/2021

Date

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

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

SAGI SCHWARTZBERG,
aka "Jason D,"
aka "xocdrunkx,"

Defendant.

ED CR No. 21-

I N F O R M A T I O N

[18 U.S.C. §§ 2252A(a) (2) (A),
(b) (1): Receipt of Child
Pornography]

The United States Attorney charges:

[18 U.S.C. §§ 2252A(a) (2) (A), (b) (1)]

Beginning in or around May 2020 through December 2020, in San Bernardino and Los Angeles Counties, within the Central District of California, defendant SAGI SCHWARTZBERG, also known as ("aka") "Jason D," aka "xocdrunkx," knowingly received child pornography, as defined in Title 18, United States Code, Section 2256(8) (A), that had been mailed, and using any means and facility of interstate and foreign commerce had been shipped and transported in and affecting interstate and foreign commerce by any means, including by computer, knowing that the images and videos were child pornography.

1 The child pornography that defendant SCHWARTZBERG received
2 included, but was not limited to, the following videos and
3 image:

- 4 (1) DC32740-E979-484A-9ACF-4B1E8887A102;
5 (2) E310434-5E35-4718-9BCA-E3FCB677FDCF; and
6 (3) EF7FD938-C708-4F7A-BF89-0D6B688D4E6C.

7
8 TRACY L. WILKISON
9 Acting United States Attorney

10 SCOTT M. GARRINGER
11 Assistant United States Attorney
12 Chief, Criminal Division

13 JERRY C. YANG
14 Assistant United States Attorney
15 Chief, Riverside Branch Office

16 SONAH LEE
17 Assistant United States Attorney
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