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 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,
 13 Plaintiff,
 14 v.
 15 PAUL CHARLES WILKINS,
 16 Defendant.

No. CR 16-00093-DMG
PLEA AGREEMENT FOR DEFENDANT
PAUL CHARLES WILKINS

17
 18 1. This constitutes the plea agreement between Paul Charles
 19 Wilkins ("defendant") and the United States Attorney's Office for the
 20 Central District of California ("the USAO") in the above-captioned
 21 case. This agreement is limited to the USAO and cannot bind any
 22 other federal, state, local, or foreign prosecuting, enforcement,
 23 administrative, or regulatory authorities.

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

25 2. Defendant understands that this agreement is entered into
 26 pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).
 27 Accordingly, defendant understands that, if the Court determines that
 28 it will not accept this agreement, absent a breach of this agreement

1 by defendant prior to that determination and whether or not defendant
2 elects to withdraw any guilty plea entered pursuant to this
3 agreement, this agreement will, with the exception of paragraph 25
4 below, be rendered null and void and both defendant and the USAO will
5 be relieved of their obligations under this agreement. Defendant
6 agrees, however, that if defendant breaches this agreement prior to
7 the Court's determination whether or not to accept this agreement,
8 the breach provisions of this agreement, paragraphs 28 and 29 below,
9 will control, with the result that defendant will not be able to
10 withdraw any guilty plea entered pursuant to this agreement, the USAO
11 will be relieved of all of its obligations under this agreement, and
12 the Court's failure to follow any recommendation or request regarding
13 sentence set forth in this agreement will not provide a basis for
14 defendant to withdraw defendant's guilty plea.

15 DEFENDANT'S OBLIGATIONS

16 3. Defendant agrees to:

17 a. At the earliest opportunity requested by the USAO and
18 provided by the Court, appear and plead guilty to Count Two of the
19 First Superseding Indictment in United States v. Paul Charles
20 Wilkins, CR No. 16-00093(A)-DMG, which charges defendant with
21 Transportation of Child Pornography in violation of 18 U.S.C.
22 §§ 2252A(a)(1), (b)(1).

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

24 c. Abide by all agreements regarding sentencing contained
25 in this agreement and affirmatively recommend to the Court that it
26 impose sentence in accordance with paragraph 19 of this agreement.

27
28

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

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

8 f. Be truthful at all times with Pretrial Services, the
9 United States Probation Office, and the Court.

10 g. Pay the applicable special assessment at or before the
11 time of sentencing unless defendant lacks the ability to pay and
12 prior to sentencing submits a completed financial statement on a form
13 to be provided by the USAO.

14 h. Agree to and not oppose the imposition of the
15 following conditions of probation or supervised release:

16 i. Defendant shall register as a sex offender, and
17 keep the registration current, in each jurisdiction where defendant
18 resides, where defendant is an employee, and where defendant is a
19 student, to the extent the registration procedures have been
20 established in each jurisdiction. When registering for the first
21 time, defendant shall also register in the jurisdiction in which the
22 conviction occurred if different from defendant's jurisdiction of
23 residence. Defendant shall provide proof of registration to the
24 Probation Officer within three days of defendant's placement on
25 probation/release from imprisonment.

26 ii. Defendant shall participate in a psychological
27 counseling and/or psychiatric treatment and/or a sex offender
28 treatment program, which may include inpatient treatment upon order

1 of the Court, as approved and directed by the Probation Officer.
2 Defendant shall abide by all rules, requirements, and conditions of
3 such program, including submission to risk assessment evaluations and
4 physiological testing, such as polygraph and Abel testing. The
5 Probation Officer shall disclose the presentence report and/or any
6 previous mental health evaluations or reports to the treatment
7 provider.

8 iii. As directed by the Probation Officer, defendant
9 shall pay all or part of the costs of treating defendant's
10 psychological/psychiatric disorder(s) to the aftercare contractor
11 during the period of community supervision, pursuant to 18 U.S.C.
12 § 3672. Defendant shall provide payment and proof of payment as
13 directed by the Probation Officer.

14 iv. Defendant shall not view or possess any
15 materials, including pictures, photographs, books, writings,
16 drawings, videos, or video games depicting and/or describing child
17 pornography, as defined at 18 U.S.C. § 2256(8), or sexually explicit
18 conduct involving children, as defined at 18 U.S.C. § 2256(2), or
19 sexually explicit conduct involving adults, defined as explicit
20 sexually stimulating depictions of adult sexual conduct, that are
21 deemed inappropriate by defendant's probation officer. This
22 condition does not prohibit defendant from possessing materials
23 solely because they are necessary to, and used for, a collateral
24 attack, nor does it prohibit defendant from possessing materials
25 prepared and used for the purposes of defendant's Court-mandated sex
26 offender treatment, when defendant's treatment provider or the
27 probation officer has approved of defendant's possession of the
28 materials in advance.

1 v. Defendant shall not associate or have verbal,
2 written, telephonic, or electronic communication with any person
3 under the age of 18, except: (a) in the presence of the parent or
4 legal guardian of said minor; and (b) on the condition that defendant
5 notifies said parent or legal guardian of defendant's conviction in
6 the instant offense/prior offense. This provision does not encompass
7 persons under the age of 18, such as waiters, cashiers, ticket
8 vendors, etc., with whom defendant must interact in order to obtain
9 ordinary and usual commercial services.

10 vi. Defendant shall not frequent, or loiter, within
11 100 feet of school yards, parks, public swimming pools, playgrounds,
12 youth centers, video arcade facilities, or other places primarily
13 used by persons under the age of 18.

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

18 viii. Defendant shall not affiliate with, own,
19 control, or be employed in any capacity by a business whose principal
20 product is the production or selling of materials depicting or
21 describing "sexually explicit conduct," as defined at 18 U.S.C.
22 § 2256(2).

23 ix. Defendant shall not own, use or have access to
24 the services of any commercial mail-receiving agency, nor shall
25 defendant open or maintain a post office box, without the prior
26 written approval of the Probation Officer.

27 x. Defendant's employment shall be approved by the
28 Probation Officer, and any change in employment must be pre-approved

1 by the Probation Officer. Defendant shall submit the name and
2 address of the proposed employer to the Probation Officer at least
3 ten days prior to any scheduled change.

4 xi. Defendant shall not reside within direct view of
5 school yards, parks, public swimming pools, playgrounds, youth
6 centers, video arcade facilities, or other places primarily used by
7 persons under the age of 18. Defendant's residence shall be approved
8 by the Probation Officer, and any change in residence must be pre-
9 approved by the Probation Officer. Defendant shall submit the
10 address of the proposed residence to the Probation Officer at least
11 ten days prior to any scheduled move.

12 xii. Defendant shall submit defendant's person, and
13 any property, house, residence, vehicle, papers, computer, other
14 electronic communication or data storage devices or media, and
15 effects to search at any time, with or without warrant, by any law
16 enforcement or Probation Officer with reasonable suspicion concerning
17 a violation of a condition of probation/supervised release or
18 unlawful conduct by defendant, and by any Probation Officer in the
19 lawful discharge of the officer's supervision function.

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

1 equipment, that can access, or can be modified to access, the
2 internet, electronic bulletin boards, and other computers.

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

7 xv. Defendant shall comply with the rules and
8 regulations of the Computer Monitoring Program. Defendant shall pay
9 the cost of the Computer Monitoring Program, in an amount not to
10 exceed \$32 per month per device connected to the internet.

11 THE USAO'S OBLIGATIONS

12 4. The USAO agrees to:

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

14 b. Abide by all agreements regarding sentencing contained
15 in this agreement and affirmatively recommend to the Court that it
16 impose sentence in accordance with paragraph 19 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. Except for criminal tax violations (including
24 conspiracy to commit such violations chargeable under 18 U.S.C.
25 § 371), not further criminally prosecute defendant for federal
26 offenses arising out of defendant's conduct described in the agreed-
27 to factual basis set forth in paragraph 14 below. Defendant
28 understands that the USAO is free to criminally prosecute defendant

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

8 NATURE OF THE OFFENSES

9 5. Defendant understands that for defendant to be guilty of
10 the crime charged in Count Two, that is, Transportation of Child
11 Pornography in violation of Title 18, United States Code, Sections
12 2252A(a)(1), (b)(1), the following must be true: (1) defendant
13 knowingly transported or shipped a visual depiction using a means or
14 facility of interstate or foreign commerce or in or affecting
15 interstate or foreign commerce by any means, including a computer;
16 (2) production of the visual depiction involved the use of a minor
17 engaging in sexually explicit conduct; (3) the visual depiction was
18 of a minor engaged in sexually explicit conduct; (4) defendant knew
19 that the visual depiction was of sexually explicit conduct; and (5)
20 defendant knew that at least one of the persons engaged in sexually
21 explicit conduct in the visual depiction was a minor.

22 PENALTIES AND RESTITUTION

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

1 7. Defendant understands that the statutory mandatory minimum
2 sentence that the Court must impose for a violation of Title 18,
3 United States Code, Section 2252A(a)(1), (b)(1), is: 5 years'
4 imprisonment, a five-year period of supervised release, and a
5 mandatory special assessment of \$100.

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

11 9. 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, which could
18 result in defendant serving a total term of imprisonment greater than
19 the statutory maximum stated above.

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

3 11. Defendant understands and agrees that pursuant to Title 18,
4 United States Code, Section 2259, defendant will be required to pay
5 full restitution to the victim(s) of the offense to which defendant
6 is pleading guilty. Defendant agrees that, in return for the USAO's
7 compliance with its obligations under this agreement, the Court may
8 order restitution to persons other than the victim(s) of the offenses
9 to which defendant is pleading guilty. In particular, defendant
10 agrees that the Court may order restitution to any victim of any of
11 the following for any losses suffered by that victim as a result:
12 (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in
13 connection with the offense to which defendant is pleading guilty
14 and; (b) any charges not prosecuted pursuant to this agreement as
15 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in
16 connection with those charges.

17 12. Defendant understands that, by pleading guilty, defendant
18 may be giving up valuable government benefits and valuable civic
19 rights, such as the right to vote, the right to possess a firearm,
20 the right to hold office, and the right to serve on a jury.
21 Defendant understands that once the Court accepts defendant's guilty
22 plea, it will be a federal felony for defendant to possess a firearm
23 or ammunition. Defendant understands that the conviction in this
24 case may also subject defendant to various other collateral
25 consequences, including but not limited to revocation of probation,
26 parole, or supervised release in another case and suspension or
27 revocation of a professional license. Defendant understands that
28

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

3 13. Defendant understands that, if defendant is not a United
4 States citizen, the felony conviction in this case may subject
5 defendant to: removal, also known as deportation, which may, under
6 some circumstances, be mandatory; denial of citizenship; and denial
7 of admission to the United States in the future. The Court cannot,
8 and defendant's attorney also may not be able to, advise defendant
9 fully regarding the immigration consequences of the felony conviction
10 in this case. Defendant understands that unexpected immigration
11 consequences will not serve as grounds to withdraw defendant's guilty
12 plea.

13 FACTUAL BASIS

14 14. Defendant admits that defendant is, in fact, guilty of the
15 offense to which defendant is agreeing to plead guilty. Defendant
16 and the USAO agree to the statement of facts provided below and agree
17 that this statement of facts is sufficient to support a plea of
18 guilty to the charge described in this agreement and to establish the
19 Sentencing Guidelines factors set forth in paragraph 16 below but is
20 not meant to be a complete recitation of all facts relevant to the
21 underlying criminal conduct or all facts known to either party that
22 relate to that conduct.

23 On or about January 31, 2016, defendant knowingly transported
24 between 10 and 17 images of child pornography on his MacBook Pro
25 laptop bearing serial number DX1N603BF5WV ("MacBook") on an airline
26 flight from the United Kingdom to Los Angeles International Airport
27 in the Central District of California. Defendant knew that the
28 images of child pornography in his MacBook were of minors engaged in

1 sexually explicit conduct and that the production of these images
2 involved the use of real minors engaged in sexually explicit conduct.
3 The child pornography defendant knowingly transported included
4 load8.jpg, an image that depicts the anus of a prepubescent male
5 child between the ages of 5 and 8 years old; the child's anus appears
6 to have been penetrated and there appears to be semen in the child's
7 rectum. The child pornography defendant knowingly transported also
8 included load7.jpg, an image that depicts an unclothed prepubescent
9 male child between the ages of 5 and 8 years old being anally
10 penetrated by an adult male.

11 Defendant had traveled to the United States from the United
12 Kingdom on or about January 31, 2016, for the purpose of engaging in
13 illicit sexual conduct with two brothers, 10 and 12 years old.
14 Defendant had arranged to have sex with the two brothers with the
15 brothers' father, but after defendant's arrival in the United States,
16 the father ceased communication with defendant.

17 Beginning on or about February 2, 2016, and continuing through
18 February 11, 2016, defendant knowingly attempted to obtain,
19 patronize, and solicit a 9 year-old boy for anal intercourse in
20 exchange for \$250, through a man named "Alex." Unbeknownst to
21 defendant, "Alex" was an undercover law enforcement officer. Also
22 unbeknownst to defendant, the 9 year-old boy did not in fact exist.
23 Defendant was arrested on or about February 11, 2016, at defendant's
24 rental apartment, after paying "Alex" \$250 to have anal intercourse
25 with the 9 year-old boy.

26 Also on or about February 11, 2016, defendant knowingly
27 possessed a 4 gigabyte Hama SD Card ("SD Card") in the port of his
28

1 MacBook. Defendant knew that the SD Card contained between 10 and 23
 2 images of child pornography.

3 SENTENCING FACTORS AND AGREED-UPON SENTENCE

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

10 16. Defendant and the USAO agree to the following applicable
 11 Sentencing Guidelines factors:

12	Base Offense Level:	22	[USSG § 2G2.2(a)(2)]
13	Specific Offense Characteristics		
14	Transportation without distribution:	-2	[USSG § 2G2.2(b)(1)]
15	Prepubescent minor	+2	[USSG § 2G2.2(b)(2)]
16	Sadistic/Masochistic Conduct	+4	[USSG § 2G2.2(b)(4)]
17	Use of a computer	+2	[USSG § 2G2.2(b)(6)]
18	10-150 images	+2	[USSG § 2G2.2(b)(7)]
19	Acceptance of Responsibility:	-3	[USSG § 3E1.1(a), (b)]
20	Total Offense Level:	27	
21	Criminal History Category:	I	

22
 23 Guideline Range: 70-87 months' imprisonment

24
 25 17. The parties agree not to argue that any other specific
 26 offense characteristics, adjustments, or departures be imposed under
 27 the Sentencing Guidelines in calculating the Guideline Range.
 28

1 18. Although the parties agree that the sentencing guideline
2 factors in paragraph 16 apply and that the Guideline Range in
3 paragraph 16 is correctly calculated, the parties also agree that a
4 sentence above the Guideline Range is appropriate in this case.

5 19. Defendant and the USAO agree that, taking into account the
6 factors listed in 18 U.S.C. § 3553(a)(1)-(7) and the relevant
7 sentencing guideline factors set forth above, an appropriate
8 disposition of this case is that the Court impose a sentence of: 156
9 months' imprisonment; a lifetime period of supervised release with
10 conditions to be fixed by the Court which shall include the
11 conditions set forth above in paragraph 3(h), a special assessment of
12 \$100, restitution, if applicable, to be set by the Court, and a
13 special assessment pursuant to the Justice for Victims of Trafficking
14 Act of 2015, if applicable, to be set by the Court.¹ The parties
15 also agree that no prior imprisonment (other than credits that the
16 Bureau of Prisons may allow under 18 U.S.C. § 3585(b)) may be
17 credited against this stipulated sentence, including credit under
18 Sentencing Guideline § 5G1.3.

19 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 22 a. The right to persist in a plea of not guilty.
23 b. The right to a speedy and public trial by jury.
24 c. The right to be represented by counsel - and if
25 necessary have the Court appoint counsel -- at trial. Defendant
26 understands, however, that, defendant retains the right to be
27

28 ¹ There is no agreement as to restitution or the Justice for
Victims of Trafficking Act of 2015 special assessment.

1 represented by counsel - and if necessary have the Court appoint
2 counsel - at every other stage of the proceeding.

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

6 e. The right to confront and cross-examine witnesses
7 against defendant.

8 f. The right to testify and to present evidence in
9 opposition to the charges, including the right to compel the
10 attendance of witnesses to testify.

11 g. The right not to be compelled to testify, and, if
12 defendant chose not to testify or present evidence, to have that
13 choice not be used against defendant.

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

17 WAIVER OF RETURN OF DIGITAL DATA

18 21. Understanding that the government has in its possession
19 digital devices and/or digital media seized from defendant, defendant
20 waives any right to the return of digital data contained on those
21 digital devices and/or digital media and agrees that if any of these
22 digital devices and/or digital media are returned to defendant, the
23 government may delete all digital data from those digital devices
24 and/or digital media before they are returned to defendant.

25 WAIVER OF APPEAL OF CONVICTION

26 22. Defendant understands that, with the exception of an appeal
27 based on a claim that defendant's guilty plea was involuntary, by
28 pleading guilty defendant is waiving and giving up any right to

1 appeal defendant's conviction on the offense to which defendant is
2 pleading guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 23. Defendant agrees that, provided the Court imposes the
5 sentence specified in paragraph 19 above, defendant gives up the
6 right to appeal any portion of that sentence, with the sole exception
7 that defendant retains the right to appeal the amount of restitution
8 ordered.

9 24. The USAO agrees that, provided the Court imposes the
10 sentence specified in paragraph 19 above, the USAO gives up its right
11 to appeal any portion of that sentence, with the sole exception that
12 the USAO retains the right to appeal the amount of restitution
13 ordered.

14 RESULT OF WITHDRAWAL OF GUILTY PLEA

15 25. Defendant agrees that if, after entering a guilty plea
16 pursuant to this agreement, defendant seeks to withdraw and succeeds
17 in withdrawing defendant's guilty plea on any basis other than a
18 claim and finding that entry into this plea agreement was
19 involuntary, then (a) the USAO will be relieved of all of its
20 obligations under this agreement; and (b) should the USAO choose to
21 pursue any charge that was either dismissed or not filed as a result
22 of this agreement, then (i) any applicable statute of limitations
23 will be tolled between the date of defendant's signing of this
24 agreement and the filing commencing any such action; and
25 (ii) defendant waives and gives up all defenses based on the statute
26 of limitations, any claim of pre-indictment delay, or any speedy
27 trial claim with respect to any such action, except to the extent
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1 that such defenses existed as of the date of defendant's signing this
2 agreement.

3 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

4 26. Defendant agrees that if the count of conviction is
5 vacated, reversed, or set aside, both the USAO and defendant will be
6 released from all their obligations under this agreement.

7 EFFECTIVE DATE OF AGREEMENT

8 27. 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 28. 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. All of defendant's obligations
18 are material, a single breach of this agreement is sufficient for the
19 USAO to declare a breach, and defendant shall not be deemed to have
20 cured a breach without the express agreement of the USAO in writing.
21 If the USAO declares this agreement breached, and the Court finds
22 such a breach to have occurred, then: (a) if defendant has previously
23 entered a guilty plea pursuant to this agreement, defendant will not
24 be able to withdraw the guilty plea, (b) the USAO will be relieved of
25 all its obligations under this agreement, and (c) the Court's failure
26 to follow any recommendation or request regarding sentence set forth
27 in this agreement will not provide a basis for defendant to withdraw
28 defendant's guilty plea.

1 29. Following the Court's finding of a knowing breach of this
2 agreement by defendant, should the USAO choose to pursue any charge
3 that was either dismissed or not filed as a result of this agreement,
4 then:

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

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

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

24 COURT AND PROBATION OFFICE NOT PARTIES

25 30. Defendant understands that the Court and the United States
26 Probation Office are not parties to this agreement and need not
27 accept any of the USAO's sentencing recommendations or the parties'
28 agreements to facts, sentencing factors, or sentencing. Defendant

1 understands that the Court will determine the facts, sentencing
2 factors, and other considerations relevant to sentencing and will
3 decide for itself whether to accept and agree to be bound by this
4 agreement.

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

21 NO ADDITIONAL AGREEMENTS

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

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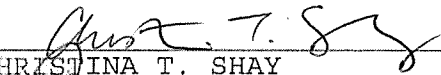
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

33. 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

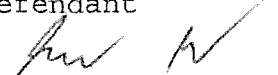
EILEEN M. DECKER
United States Attorney


CHRISTINA T. SHAY
Assistant United States Attorney

September 19, 2016
Date


PAUL CHARLES WILKINS
Defendant

19 Sep 2016
Date

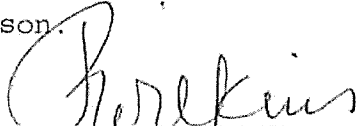

GABRIEL PARDO
Deputy Federal Public Defender
Attorney for Defendant
Paul Charles Wilkins

9/19/16
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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 contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



PAUL CHARLES WILKINS
Defendant



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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Paul Charles Wilkins's attorney. I have carefully and thoroughly discussed every part of this agreement with my client.

Further, I have fully advised my client of his 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. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



GABRIEL PARDO
Deputy Federal Public Defender
Attorney for Defendant
Paul Charles Wilkins

9/19/16

Date