

1 E. MARTIN ESTRADA  
United States Attorney  
2 MACK E. JENKINS  
Assistant United States Attorney  
3 Chief, Criminal Division  
BRUCE K. RIORDAN (Cal. Bar No. 127230)  
4 Assistant United States Attorney  
Violent & Organized Crime Section  
5 1300 United States Courthouse  
312 North Spring Street  
6 Los Angeles, California 90012  
Telephone: (213) 894-0480  
7 Facsimile: (213) 894-0141  
E-mail: bruce.riordan@usdoj.gov  
8

Attorneys for Plaintiff  
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 PHILIP ALAN DRECHSLER,

16 Defendant.

No. CR 23-216-RGK

PLEA AGREEMENT FOR DEFENDANT  
PHILIP ALAN DRECHSLER

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

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty to count one of the  
28 indictment in United States v. Philip Alan Drechsler, CR No. 23-216-

1 RGK, which charges defendant with distribution of child pornography,  
2 in violation of 18 U.S.C. §§ 2252A(a)(2)(A), (b)(1).

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

4 c. Abide by all agreements regarding sentencing contained  
5 in this agreement.

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

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

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

15 g. Pay the applicable mandatory special assessment at the  
16 time of sentencing unless defendant has demonstrated a lack of  
17 ability to pay such assessments.

18 h. Agree to and not oppose the imposition of a term of  
19 supervised release of no less than 20 years under the following  
20 conditions of probation or supervised release:

21 i. Defendant shall register as a sex offender, and  
22 keep the registration current, in each jurisdiction where defendant  
23 resides, where defendant is an employee, and where defendant is a  
24 student, to the extent the registration procedures have been  
25 established in each jurisdiction. When registering for the first  
26 time, defendant shall also register in the jurisdiction in which the  
27 conviction occurred if different from defendant's jurisdiction of  
28 residence. Defendant shall provide proof of registration to the

1 Probation Officer within three days of defendant's placement on  
2 probation/release from imprisonment.

3           ii. Defendant shall participate in a psychological  
4 counseling and/or psychiatric treatment and/or a sex offender  
5 treatment program, which may include inpatient treatment upon order  
6 of the Court, as approved and directed by the Probation Officer.  
7 Defendant shall abide by all rules, requirements, and conditions of  
8 such program, including submission to risk assessment evaluations and  
9 physiological testing, such as polygraph and Abel testing, but the  
10 defendant retains the right to invoke the Fifth Amendment. The  
11 Probation Officer shall disclose the presentence report and/or any  
12 previous mental health evaluations or reports to the treatment  
13 provider.

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

20           iv. Defendant shall not view or possess any  
21 materials, including pictures, photographs, books, writings,  
22 drawings, videos, or video games, depicting and/or describing child  
23 pornography, as defined in 18 U.S.C. § 2256(8), or sexually explicit  
24 conduct depicting minors, as defined at 18 U.S.C. § 2256(2). The  
25 defendant shall not possess or view any materials such as videos,  
26 magazines, photographs, computer images or other matter that depicts  
27 "actual sexually explicit conduct" involving adults as defined by 18  
28 U.S.C. § 2257(h)(1). This condition does not prohibit defendant from

1 possessing materials solely because they are necessary to, and used  
2 for, a collateral attack, nor does it prohibit defendant from  
3 possessing materials prepared and used for the purposes of  
4 defendant's Court-mandated sex offender treatment, when defendant's  
5 treatment provider or the probation officer has approved of  
6 defendant's possession of the materials in advance.

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

16 vi. Defendant shall not frequent, or loiter, within  
17 100 feet of school yards, parks, public swimming pools, playgrounds,  
18 youth centers, video arcade facilities, or other places primarily  
19 used by persons under the age of 18.

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

24 viii. Defendant shall not affiliate with, own,  
25 control, or be employed in any capacity by a business whose principal  
26 product is the production or selling of materials depicting or  
27 describing "sexually explicit conduct," as defined at 18 U.S.C.  
28 § 2256(2).

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

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

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

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

xiii. Defendant shall possess and use only those computers and computer-related devices, screen user names, passwords, email accounts, and internet service providers ("ISPs") that have

1 been disclosed to the Probation Officer upon commencement of  
2 supervision. Any changes or additions are to be disclosed to the  
3 Probation Officer prior to defendant's first use. Computers and  
4 computer-related devices include personal computers, personal data  
5 assistants ("PDAs"), internet appliances, electronic games, cellular  
6 telephones, and digital storage media, as well as their peripheral  
7 equipment, that can access, or can be modified to access, the  
8 internet, electronic bulletin boards, and other computers.

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

13           xv. Defendant shall comply with the rules and  
14 regulations of the Computer Monitoring Program. Defendant shall pay  
15 the cost of the Computer Monitoring Program, in an amount not to  
16 exceed \$32 per month per device connected to the internet.

17           i. Not seek the discharge of any restitution obligation,  
18 in whole or in part, in any present or future bankruptcy proceeding.

19                           THE USAO'S OBLIGATIONS

20           3. The USAO agrees to:

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

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

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

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

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

9 e. Recommend that defendant be sentenced to a term of  
10 imprisonment no higher than the statutory minimum applicable to the  
11 offense, distribution of child pornography, in violation of 18 U.S.C.  
12 §§ 2252A(a) (2) (A), (b) (1).

13 NATURE OF THE OFFENSE

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

PENALTIES AND RESTITUTION

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

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

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

8. Defendant understands and agrees that pursuant to Title 18, United States Code, Section 2259, defendant will be required to pay full restitution to the victim(s) of the offense to which defendant is pleading guilty. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victims of the offense to which defendant is pleading guilty. In particular, defendant agrees that the Court may order restitution to any victim of any of the following for any losses suffered by that victim as a result:

(a) any relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with the offense to which defendant is pleading guilty



1 and; (b) any counts dismissed pursuant to this agreement as well as  
2 all relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection  
3 with those counts. There is no estimated restitution amount at this  
4 time.

5 9. Defendant understands that supervised release is a period  
6 of time following imprisonment during which defendant will be subject  
7 to various restrictions and requirements. Defendant understands that  
8 if defendant violates one or more of the conditions of any supervised  
9 release imposed, defendant may be returned to prison for all or part  
10 of the term of supervised release authorized by statute for the  
11 offense that resulted in the term of supervised release, which could  
12 result in defendant serving a total term of imprisonment greater than  
13 the statutory maximum stated above.

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

24 11. Defendant understands that, by pleading guilty, defendant  
25 may be giving up valuable government benefits and valuable civic  
26 rights, such as the right to vote, the right to possess a firearm,  
27 the right to hold office, and the right to serve on a jury. Defendant  
28 understands that he is pleading guilty to a felony and that it is a

1 federal crime for a convicted felon to possess a firearm or  
2 ammunition. Defendant understands that the conviction in this case  
3 may also subject defendant to various other collateral consequences,  
4 including but not limited to revocation of probation, parole, or  
5 supervised release in another case and suspension or revocation of a  
6 professional license. Defendant understands that unanticipated  
7 collateral consequences will not serve as grounds to withdraw  
8 defendant's guilty plea.

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

25 FACTUAL BASIS

26 13. Defendant admits that defendant is, in fact, guilty of the  
27 offense to which defendant is agreeing to plead guilty. Defendant  
28 and the USAO agree to the statement of facts provided below and agree

1 that this statement of facts is sufficient to support a plea of  
2 guilty to the charge described in this agreement and to establish the  
3 Sentencing Guidelines factors set forth in paragraph 15 below but is  
4 not meant to be a complete recitation of all facts relevant to the  
5 underlying criminal conduct or all facts known to either party that  
6 relate to that conduct.

7 From at least May 7, 2021 to June 5, 2021, defendant knowingly  
8 distributed matters that defendant knew constituted child pornography  
9 via the Internet, using a computer with Internal Protocol ("IP")  
10 addresses subscribed to him at his residence in Los Angeles,  
11 California. Among other things, defendant distributed the following  
12 four video files:

- 13 (1) "2010\_Pivate\_11yo\_daughter\_masturbation\_in\_her\_room\_very\_good";
- 14 (2) "new 8 yo slut spread pussy close view;"
- 15 (3) "g\_jb1620;" and
- 16 (4) "boquerita2."

17 Defendant admits and agrees that he knew the images and videos  
18 that he distributed and possessed contained visual depictions of  
19 minors engaging in sexually explicit conduct, and that he knew that  
20 production of such visual depictions involved use of minors engaged  
21 in sexually explicit conduct.

22 Defendant admits and agrees that the children depicted in the  
23 child pornography images and videos are real children, and defendant  
24 downloaded the images and videos from the Internet, which is a means  
25 and facility of interstate and foreign commerce, using a computer.

#### 26 SENTENCING FACTORS

27 14. Defendant understands that in determining defendant's  
28 sentence the Court is required to calculate the applicable Sentencing

Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate between the mandatory minimum and the maximum set by statute for the crime of conviction.

15. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	22	U.S.S.G. § 2G2.2(a)(2)
Minor Under 12	+2	U.S.S.G. § 2G2.2(b)(2)
Involved Distribution	+2	U.S.S.G. § 2G2.2(b)(3)(F)
Use of Computer	+2	U.S.S.G. § 2G2.2(b)(6)
Acceptance of Responsibility:	-3	U.S.S.G. § 3E1.1

The USAO agrees not to seek, argue, or suggest in any way, either orally or in writing, that any other specific offense characteristics, adjustments, or departures relating to the offense level be imposed.

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

17. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing

Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

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

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if necessary have the Court appoint counsel -- at trial. Defendant understands, however, that, defendant retains the right to be represented by counsel -- and if necessary have the Court appoint counsel -- at every other stage of the proceeding.
- d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.
- e. The right to confront and cross-examine witnesses against defendant.
- f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.
- g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.
- h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

1                    WAIVER OF RETURN OF DIGITAL DATA

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

9                    WAIVER OF APPEAL OF CONVICTION

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

19                    WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

20           21. Defendant agrees that, provided the Court imposes a term of  
21 imprisonment within or below the range corresponding to an offense  
22 level of 23 and the criminal history category calculated by the  
23 Court, defendant gives up the right to appeal all of the following:  
24 (a) the procedures and calculations used to determine and impose any  
25 portion of the sentence; (b) the term of imprisonment imposed by the  
26 Court; (c) the fine imposed by the Court, provided it is within the  
27 statutory maximum; (d) to the extent permitted by law, the  
28 constitutionality or legality of defendant's sentence, provided it is

1 within the statutory maximum; (e) the amount and terms of any  
2 restitution order; (f) the term of probation or supervised release  
3 imposed by the Court, provided it is within the statutory maximum;  
4 and (g) any of the following conditions of probation or supervised  
5 release imposed by the Court: the conditions set forth in Second  
6 Amended General Order 20-04 of this Court; the drug testing  
7 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the  
8 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7);  
9 and any conditions of probation or supervised release agreed to by  
10 defendant in paragraph 2 above.

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

22 23. The USAO agrees that, provided (a) all portions of the  
23 sentence are at or above the statutory minimum and at or below the  
24 statutory maximum specified above and (b) the Court imposes a term of  
25 imprisonment within or above the range corresponding to an offense  
26 level of 25 and the criminal history category calculated by the  
27 Court, the USAO gives up its right to appeal any portion of the  
28 sentence.

1                                    RESULT OF WITHDRAWAL OF GUILTY PLEA

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

17                                    RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18            25. Defendant agrees that if the count of conviction is  
19 vacated, reversed, or set aside, both the USAO and defendant will be  
20 released from all their obligations under this agreement.

21                                    EFFECTIVE DATE OF AGREEMENT

22            26. This agreement is effective upon signature and execution of  
23 all required certifications by defendant, defendant's counsel, and an  
24 Assistant United States Attorney.

25                                    BREACH OF AGREEMENT

26            27. Defendant agrees that if defendant, at any time after the  
27 signature of this agreement and execution of all required  
28 certifications by defendant, defendant's counsel, and an Assistant



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, and (b) the USAO will be  
11 relieved of all its obligations under this agreement.

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

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

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

24 c. Defendant agrees that: (i) any statements made by  
25 defendant, under oath, at the guilty plea hearing (if such a hearing  
26 occurred prior to the breach); (ii) the agreed to factual basis  
27 statement in this agreement; and (iii) any evidence derived from such  
28 statements, shall be admissible against defendant in any such action

1 against defendant, and defendant waives and gives up any claim under  
2 the United States Constitution, any statute, Rule 410 of the Federal  
3 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
4 Procedure, or any other federal rule, that the statements or any  
5 evidence derived from the statements should be suppressed or are  
6 inadmissible.

7 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

8 OFFICE NOT PARTIES

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

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

1 paragraph does not affect defendant's and the USAO's obligations not  
2 to contest the facts agreed to in this agreement.

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

13 NO ADDITIONAL AGREEMENTS

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

19 //

20 //

21 //

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

E. MARTIN ESTRADA  
United States Attorney

*Bruce K Riordan*

March 20, 2024

BRUCE K. RIORDAN  
Assistant United States Attorney

Date

*Philip Alan Drechsler*  
PHILIP ALAN DRECHSLER  
Defendant

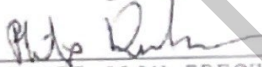
*5/20/24*  
Date

*Kate Morris*  
KATE MORRIS  
Deputy Public Defender  
Attorney for Defendant PHILIP ALAN  
DRECHSLER

*5/20/24*  
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 contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.


  
 PHILIP ALAN DRECHSLER  
 Defendant

5/20/24  
 Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am PHILIP ALAN DRECHSLER'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

1 pretrial motions that might be filed, of possible defenses that might  
2 be asserted either prior to or at trial, of the sentencing factors  
3 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
4 provisions, and of the consequences of entering into this agreement.  
5 To my knowledge: no promises, inducements, or representations of any  
6 kind have been made to my client other than those contained in this  
7 agreement; no one has threatened or forced my client in any way to  
8 enter into this agreement; my client's decision to enter into this  
9 agreement is an informed and voluntary one; and the factual basis set  
10 forth in this agreement is sufficient to support my client's entry of  
11 a guilty plea pursuant to this agreement.

12   
13 KATE MORRIS  
14 Attorneys for Defendant  
15 PHILIP ALAN DRECHSLER

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
Date 5/20/2024