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9 Attorneys for Plaintiff
10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,) NO. CR 02-40(A)-CBM
14 Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
15 v.)
16 RONALD C. KLINE,)
17 Defendant.)

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

25 PLEA

26 2. Defendant agrees to plead guilty to Counts One, Two,
27 Three, and Five of the superseding indictment in United States v.
28 Ronald C. Kline, CR No. 02-40(A)-CBM.

NATURE OF THE OFFENSE

1
2 3. In order for defendant to be guilty of Counts One, Two,
3 Three, and Five, which charge violations of Title 18, United
4 States Code, Section 2252A(a)(5)(B), possession of child
5 pornography, the following must be true:

6 a. Defendant knowingly possessed any book, magazine,
7 periodical, film, videotape, computer disk, or any other material
8 that contained an image of child pornography;

9 b. Defendant knew that the material he possessed contained
10 child pornography;

11 c. The child pornography had been mailed, or shipped or
12 transported in interstate or foreign commerce, by any means,
13 including by computer, or had been produced using materials that
14 had been mailed, or shipped or transported in interstate or
15 foreign commerce by any means, including by computer;

16 The term "child pornography" means any visual depiction,
17 including any photograph, film, video, or picture of sexually
18 explicit conduct, where the production of such visual depiction
19 involves the use of a minor engaging in sexually explicit
20 conduct.

21 A "minor" means any person under the age of 18 years.

22 "Sexually explicit conduct" means actual or simulated sexual
23 intercourse, including genital-genital, oral-genital, anal-
24 genital, or oral-anal, whether between persons of the same or
25 opposite sex; bestiality; masturbation; sadistic or masochistic
26 abuse; or lascivious exhibition of the genitals or pubic area of
27 any person.

28 Defendant admits that defendant is, in fact, guilty of these

1 offenses as described in Counts One, Two, Three, and Five of the
2 superseding indictment.

3 PENALTIES AND RESTITUTION

4 4. The statutory maximum sentence that the Court can
5 impose for each violation of Title 18, United States Code,
6 Section 2252A(a)(5)(B) is: 5 years imprisonment; a 3-year period
7 of supervised release; a fine of \$250,000 or twice the gross gain
8 or gross loss resulting from the offense, whichever is greatest;
9 and a mandatory special assessment of \$100. Therefore, the total
10 maximum sentence for all offenses to which defendant is pleading
11 guilty is: 20 years imprisonment; a 3-year period of supervised
12 release; a fine of \$1,000,000 or twice the gross gain or gross
13 loss resulting from the offenses, whichever is greatest; and a
14 mandatory special assessment of \$400.

15 5. Defendant understands that if defendant is presently on
16 probation, parole, or supervised release in another case, the
17 conviction in this case may result in revocation of such
18 probation, parole, or supervised release.

19 6. Supervised release is a period of time following
20 imprisonment during which defendant will be subject to various
21 restrictions and requirements. Defendant understands that if
22 defendant violates one or more of the conditions of any
23 supervised release imposed, defendant may be returned to prison
24 for all or part of the term of supervised release, which could
25 result in defendant serving a total term of imprisonment greater
26 than the statutory maximum stated above.

27 7. Defendant further understands that as a condition of
28 supervised release, under 18 U.S.C. § 3583(d), he will be

1 required to register as a sex offender.

2 FACTUAL BASIS

3 8. Defendant and the USAO agree and stipulate to the
4 statement of facts provided below. This statement of facts
5 includes facts sufficient to support a plea of guilty to the
6 charges described in this agreement and to establish the
7 sentencing guideline factors set forth in paragraph 11 below. It
8 is not meant to be a complete recitation of all facts relevant to
9 the underlying criminal conduct or all facts known to defendant
10 that relate to that conduct.

11 On or about November 5, 2001, at his residence in Irvine,
12 California, defendant knowingly possessed a Gateway Computer hard
13 drive, Model Number GP6-400, Serial Number 0010631088, several
14 3.5" computer diskettes, and a 100MB Zip diskette ("computer
15 equipment and diskettes") containing multiple images of minor
16 boys engaged in sexually explicit conduct. In excess of 100
17 visual depictions stored on defendant's computer equipment and
18 diskettes are known images of nude, minor boys and involved
19 the use of minors engaging in sexually explicit conduct ("child
20 pornography"). Defendant knew that the boys depicted in the
21 images were under the age of 18 years and knew that the minor
22 boys were engaged in sexually explicit conduct. Certain images
23 of child pornography possessed by defendant clearly depict
24 prepubescent boys or boys under the age of 12 years. Defendant
25 possessed ten or more items, including files stored on electronic
26 media, containing visual depictions involving the sexual
27 exploitation of a minor.

28 Furthermore, these images of child pornography had been

1 mailed, or shipped, or transported in interstate or foreign
2 commerce by any means, including by computer. Each image of
3 child pornography was (a) copyrighted out of state or outside
4 this country, and/or (b) produced using computer materials
5 manufactured out of state or outside this country.

6 WAIVER OF CONSTITUTIONAL RIGHTS

7 9. By pleading guilty, defendant gives up the following
8 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 the assistance of counsel at trial,
12 including, if defendant could not afford an attorney, the right
13 to have the Court appoint one for defendant.

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

17 e) The right to confront and cross-examine witnesses
18 against defendant.

19 f) The right, if defendant wished, to testify on
20 defendant's own behalf and present evidence in opposition to the
21 charges, including the right to call witnesses and to subpoena
22 those witnesses to testify.

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

26 By pleading guilty, defendant also gives up any and all
27 rights to pursue any affirmative defenses, Fourth Amendment or
28 Fifth Amendment claims, and other pretrial motions that have been

1 filed or could be filed.

2 SENTENCING FACTORS

3 10. Defendant understands that the Court is required to
4 consider the United States Sentencing Guidelines ("U.S.S.G." or
5 "Sentencing Guidelines") among other factors in determining
6 defendant's sentence. Defendant understands, however, that the
7 Sentencing Guidelines are only advisory, and that after
8 considering the Sentencing Guidelines, the Court may be free to
9 exercise its discretion to impose any reasonable sentence up to
10 the maximum set by statute for the crimes of conviction.

11 11. Defendant and the USAO agree and stipulate to the
12 following applicable sentencing guideline factors:

13	Base offense level:	15	[U.S.S.G. § 2G2.4(a)]
14	Specific Offense		
15	Characteristics		
16	(Prepubescent minor/ minor under age 12):	2	[U.S.S.G. § 2G2.4(b)(1)]
17	(Possession of 10 or more items):	2	[U.S.S.G. § 2G2.4(b)(2)]
18	(Use of computer):	2	[U.S.S.G. § 2G2.4(b)(3)]
19	Acceptance of		
20	Responsibility:	-3	{U.S.S.G. § 3E1.1(b)(2)}
21	<hr/>		
22	Total Offense Level:	18	

23 The USAO will agree to a downward adjustment for acceptance
24 of responsibility only if the conditions set forth in paragraph
25 14 are met. Defendant and the USAO reserve the right to argue
26 that additional specific offense characteristics, adjustments and
27 departures are appropriate.

28 12. There is no agreement as to defendant's criminal
history or criminal history category.

1 13. The stipulations in this agreement do not bind either
2 the United States Probation Office or the Court. Both defendant
3 and the USAO are free to: (a) supplement the facts by supplying
4 relevant information to the United States Probation Office and
5 the Court, (b) correct any and all factual misstatements relating
6 to the calculation of the sentence, and (c) argue on appeal and
7 collateral review that the Court's sentencing guidelines
8 calculations are not error, although each party agrees to
9 maintain its view that the calculations in paragraph 11 are
10 consistent with the facts of this case.

11 DEFENDANT'S OBLIGATIONS

12 14. Defendant agrees:

13 a) To plead guilty as set forth in this agreement.

14 b) To not knowingly and willfully fail to abide by
15 all sentencing stipulations contained in this agreement.

16 c) To not knowingly and willfully fail to: (i) appear
17 as ordered for all court appearances, (ii) surrender as ordered
18 for service of sentence, (iii) obey all conditions of any bond,
19 and (iv) obey any other ongoing court order in this matter.

20 d) Not to commit any crime; however, offenses which
21 would be excluded for sentencing purposes under U.S.S.G. §
22 4A1.2(c) are not within the scope of this agreement.

23 e) To not knowingly and willfully fail to be truthful
24 at all times with Pretrial Services, the U.S. Probation Office,
25 and the Court.

26 f) To pay the applicable special assessment at or
27 before the time of sentencing unless defendant lacks the ability
28 to pay.

1 THE USAO'S OBLIGATIONS

2 15. If defendant complies fully with all defendant's
3 obligations under this agreement, the USAO agrees:

4 a) To abide by all sentencing stipulations contained
5 in this agreement.

6 b) At the time of sentencing, provided that defendant
7 demonstrates an acceptance of responsibility for the offenses up
8 to and including the time of sentencing, to recommend a two-level
9 reduction in the applicable sentencing guideline offense level,
10 pursuant to U.S.S.G. § 3E1.1, and an additional one-level
11 reduction if available under that section.

12 c) At the time of sentencing to move to dismiss the
13 remaining counts of the superseding indictment as against
14 defendant.

15 d) To not oppose a recommendation by the Court that
16 defendant be considered for the Bureau of Prison's Sex Offender
17 Treatment Program at the sole discretion of the Bureau of
18 Prisons.

19 BREACH OF AGREEMENT

20 16. If defendant, at any time between the execution of this
21 agreement and defendant's sentencing on a non-custodial sentence
22 or surrender for service on a custodial sentence, knowingly
23 violates or fails to perform any of defendant's obligations under
24 this agreement ("a breach"), the USAO may declare this agreement
25 breached. If the USAO declares this agreement breached, and the
26 Court finds such a breach to have occurred, defendant will not be
27 able to withdraw defendant's guilty plea, and the USAO will be
28 relieved of all of its obligations under this agreement.

1 17. Following a breach of this agreement by defendant,
2 should the USAO elect to pursue any charge that was either
3 dismissed or not filed as a result of this agreement, then:

4 a. Defendant agrees that any prosecution not time-
5 barred by the applicable statute of limitations as of the date of
6 defendant's signing of this agreement may be initiated against
7 defendant notwithstanding the expiration of the statute of
8 limitations between the signing of this agreement and the
9 commencement of any such prosecution or action.

10 b. Defendant gives up all defenses based on the
11 statute of limitations, any claim of preindictment delay, or any
12 speedy trial claim with respect to any such prosecution or
13 action.

14 LIMITED MUTUAL WAIVER OF APPEAL AND COLLATERAL ATTACK

15 18. Defendant gives up the right to appeal any sentence
16 imposed by the Court, and the manner in which the sentence is
17 determined, provided that (a) the sentence is within the
18 statutory maximum specified above and is constitutional, (b) the
19 Court in determining the applicable guideline range does not
20 depart upward in offense level or criminal history category and
21 determines that the total offense level is 18 or below, and (c)
22 the Court imposes a sentence within or below the range
23 corresponding to the determined total offense level and criminal
24 history category. Defendant also gives up any right to bring a
25 post-conviction collateral attack on the conviction or sentence,
26 except a post-conviction collateral attack based on a claim of
27 ineffective assistance of counsel, a claim of newly discovered
28 evidence, or an explicitly retroactive change in the applicable

1 Sentencing Guidelines, sentencing statutes, or statutes of
2 conviction.

3 19. The USAO gives up its right to appeal the Court's
4 Sentencing Guidelines calculations, provided that (a) the Court
5 does not depart downward in offense level or criminal history
6 category and (b) the Court determines that the total offense
7 level is 18 or above and imposes a sentence within the range
8 corresponding to the determined total offense level.

9 SCOPE OF AGREEMENT

10 20. The Court is not a party to this agreement and need not
11 accept any of the USAO's sentencing recommendations or the
12 parties' stipulations. Even if the Court ignores any sentencing
13 recommendation, finds facts or reaches conclusions different from
14 any stipulation, and/or imposes any sentence up to the maximum
15 established by statute, defendant cannot, for that reason,
16 withdraw defendant's guilty plea, and defendant will remain bound
17 to fulfill all defendant's obligations under this agreement. No
18 one -- not the prosecutor, defendant's attorney, or the Court --
19 can make a binding prediction or promise regarding the sentence
20 defendant will receive, except that it will be within the
21 statutory maximum.

22 21. This agreement applies only to crimes committed by
23 defendant, has no effect on any proceedings against defendant not
24 expressly mentioned herein, and shall not preclude any past,
25 present, or future forfeiture actions.

26 NO ADDITIONAL AGREEMENTS


27 22. Except as set forth herein, there are no promises,
28 understandings or agreements between the USAO and defendant or

1 defendant's counsel. Nor may any additional agreement,
2 understanding or condition be entered into unless in a writing
3 signed by all parties or on the record in court.

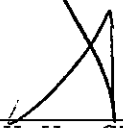
4 This agreement is effective upon signature by defendant and
5 an Assistant United States Attorney.

6 AGREED AND ACCEPTED
7 UNITED STATES ATTORNEY'S OFFICE
8 FOR THE CENTRAL DISTRICT OF CALIFORNIA

9 DEBRA WONG YANG
10 United States Attorney

11 
12 DEIRDRE Z. ELIOT
13 Assistant United States Attorney

12/4/05
Date

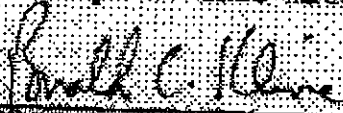
14 
15 GREGORY W. STAPLES
16 Assistant United States Attorney

12/9/05
Date

17 I have read this agreement and carefully discussed every
18 part of it with my attorneys. I understand the terms of this
19 agreement, and I voluntarily agree to those terms. My attorneys
20 have advised me of my rights, of possible defenses, of the
21 Sentencing Guideline provisions, and of the consequences of
22 entering into this agreement. No promises or inducements have
23 been made to me other than those contained in this agreement. No

24 //
25 //
26 //
27 //
28 //

1 one has threatened or forced me in any way to enter into this
2 agreement. Finally, I am satisfied with the representation of my
3 attorneys in this matter.


4 
5 RONALD C. KLINE
6 Defendant

12/08/05
Date

7
8 We are RONALD C. KLINE's attorneys. We have carefully
9 discussed every part of this agreement with our client. Further,
10 we have fully advised our client of his rights, of possible
11 defenses, of the Sentencing Guidelines' provisions, and of the
12 consequences of entering into this agreement. To our knowledge,
13 our client's decision to enter into this agreement is an informed
14 and voluntary one.

15 
16 PAUL MEYER, ESQ.
17 Counsel for Defendant

12/8/05
Date

18
19
20 
21 JANET I. LEVINE, ESQ.
22 Counsel for Defendant

12/8/05
Date

1 CERTIFICATE OF SERVICE BY MAIL

2 I, LETICIA N. ZAMBRANO, declare: That I am a citizen of the
3 United States and resident or employed in Orange County,
4 California; that my business address is United States Attorney's
5 Office, 411 West Fourth Street, Suite 8000, Santa Ana, California
6 92701; that I am over the age of eighteen years, and am not a
7 party to the above-entitled action;

8 That I am employed by the United States Attorney for the
9 Central District of California, who is a member of the Bar of the
10 United States District Court for the Central District of
11 California, at whose discretion the service by mail described in
12 this Certificate was made; that on December 9, 2005, I deposited
13 in the United States Mails, United States Attorney's Office, 411
14 West Fourth Street, Suite 8000, Santa Ana, California 92701 in
15 the above-entitled action, in an envelope bearing the requisite
16 postage, a copy of:

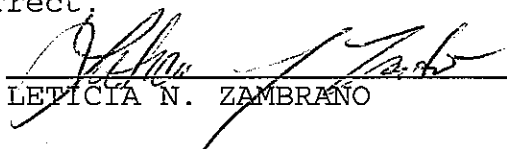
17 PLEA AGREEMENT FOR DEFENDANT

18 addressed to:

19 SEE ATTACHMENT

20 at their last known address, at which place there is a delivery
21 service by United States Mail.

22 This Certificate is executed on December 9, 2005, Santa Ana,
23 California. I declare under penalty or perjury that the
24 foregoing is true and correct.

25 
26 _____
LETICIA N. ZAMBRANO
27
28

SERVICE LIST

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