



U.S. Department of Justice

*United States Attorney
District of Maryland
Northern Division*

Paul A. Riley
Assistant United States Attorney
Paul.Riley@usdoj.gov
JTR 01.13.22

Mailing Address:
36 S. Charles Street, 4th Floor
Baltimore, MD 21201

Office Location:
36 S. Charles Street, 4th Floor
Baltimore, MD 21201

*DIRECT: 410-209-4959
MAIN: 410-209-4800
FAX: 410-962-0693*

January 13, 2022

David Benowitz, Esq.
Price Benowitz
409 7th St, NW #200
Washington DC 20004

Re: *United States v. Daniel Morozewicz*, Crim. No. SAG-21-152

Dear Counsel:

This letter, together with the Sealed Supplement, confirms the plea agreement (this Agreement) that has been offered to your client, Daniel Morozewicz (hereinafter "Defendant"), by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have the Defendant execute it in the spaces provided below. If this offer has not been accepted by January 21, 2022, it will be deemed withdrawn. The terms of the Agreement are as follows:

Offense of Conviction

1. The Defendant agrees to plead guilty to Count One of the Indictment, which charges the Defendant with Possession of Child Pornography, in violation of 18 U.S.C. § 2252A(a)(5)(B). The Defendant admits that the Defendant is, in fact, guilty of the offense and will so advise the Court.

Elements of the Offense (Possession of Child Pornography)

2. The elements of the offenses to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows: That on or about the date specified in the Indictment, in the District of Maryland, the Defendant:

- a. First, knowingly possessed or knowingly accessed a visual depiction;
- b. Second, that the visual depiction was mailed, or shipped, or transported using any means or facility of interstate or foreign commerce or in or affecting interstate and foreign commerce by any means or was produced using materials that had been transported in or affecting interstate or foreign commerce;
- c. Third, that the visual depiction was child pornography; and
- d. Fourth, that the defendant knew of the sexually explicit nature of the material and that the

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visual depiction was of an actual minor engaged in that sexually explicit conduct; and

Penalties

3. The maximum penalties provided by statute for the offense(s) to which the Defendant is pleading guilty are as follows:

Count	Statute	Min. Prison	Maximum Prison	Supervised Release	Maximum Fine	Special Assessment
1	18 U.S.C. §§ 2252A(a)(5)(B), 2252A(b)(2)	N/A	20 years	5 years to life	\$250,000	\$100, \$5,000 (18 U.S.C. § 3014)

a. **Prison:** If the Court orders a term of imprisonment, the Bureau of Prisons has sole discretion to designate the institution at which it will be served.

b. **Supervised Release:** If the Court orders a term of supervised release, and the Defendant violates the conditions of supervised release, the Court may order the Defendant returned to custody to serve a term of imprisonment as permitted by statute, followed by an additional term of supervised release.

c. **Restitution:** The Court may order the Defendant to pay restitution pursuant to 18 U.S.C. §§ 2259, 3663, 3663A, and 3664.

d. **Payment:** If a fine or restitution is imposed, it shall be payable immediately, unless the Court orders otherwise under 18 U.S.C. § 3572(d). The Defendant may be required to pay interest if the fine is not paid when due.

e. **Forfeiture:** The Court may enter an order of forfeiture of assets directly traceable to the offense, substitute assets, and/or a money judgment equal to the value of the property subject to forfeiture.

f. **Collection of Debts:** If the Court imposes a fine or restitution, this Office's Financial Litigation Unit will be responsible for collecting the debt. If the Court establishes a schedule of payments, the Defendant agrees that: (1) the full amount of the fine or restitution is nonetheless due and owing immediately; (2) the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment; and (3) the United States may fully employ all powers to collect on the total amount of the debt as provided by law. Until the debt is paid, the Defendant agrees to disclose all assets in which the Defendant has any interest or over which the Defendant exercises direct or indirect control. Until the money judgment is satisfied, the Defendant authorizes this Office to obtain a credit report in order to evaluate the Defendant's ability to pay,

and to request and review the Defendant's federal and state income tax returns. The Defendant agrees to complete and sign a copy of IRS Form 8821 (relating to the voluntary disclosure of federal tax return information) and a financial statement in a form provided by this Office.

g. **Special Assessments:** The Court must order the Defendant to pay a special assessment pursuant to 18 U.S.C. § 3013 and may order additional special assessments for certain convictions pursuant to 18 U.S.C. §§ 3014 and 2259A.

Offender Registration

4. The Defendant understands and agrees that, as a consequence of the Defendant's conviction for the crimes to which the Defendant is pleading guilty, the Defendant will be required to register as a sex offender in the place where the Defendant resides, is an employee, and is a student, pursuant to the Sex Offender Registration and Notification Act (SORNA), and the laws of the state of the Defendant's residence. Failure to do so may subject the Defendant to new charges pursuant to 18 U.S.C. § 2250.

Waiver of Rights

5. The Defendant understands that by entering into this Agreement, the Defendant surrenders certain rights as outlined below:

a. If the Defendant had pled not guilty and persisted in that plea, the Defendant would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the Government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the Government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in defense, however, the Defendant would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in the Defendant's own defense if the Defendant so chose, and the Defendant would have the right to refuse to testify. If the Defendant chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from the Defendant's decision not to testify.

e. If the Defendant were found guilty after a trial, the Defendant would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that the Defendant may have to answer the Court's questions both about the rights being given up and about the facts of the case. Any statements that the Defendant makes during such a hearing would not be admissible against the Defendant during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, the Defendant will be giving up the right to file and have the Court rule on pretrial motions, and there will be no further trial or proceeding of any kind in the above-referenced criminal case, and the Court will find the Defendant guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status, including possible denaturalization. The Defendant recognizes that if the Defendant is not a citizen of the United States, or is a naturalized citizen, pleading guilty may have consequences with respect to the Defendant's immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including the Defendant's attorney or the Court, can predict with certainty the effect of a conviction on immigration status. The Defendant is not relying on any promise or belief about the immigration consequences of pleading guilty. The Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any potential immigration consequences.

Advisory Sentencing Guidelines Apply

6. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. § 3551-3742 (excepting 18 U.S.C. § 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

Factual and Advisory Guidelines Stipulation

7. This Office and the Defendant stipulate and agree to the Statement of Facts set forth in Attachment A, which is incorporated by reference herein.

a. This Office and the Defendant further agree that the base offense level is 18 pursuant to U.S.S.G. § 2G2.2(a)(1).

b. This Office and the Defendant further agree that pursuant to U.S.S.G. § 2G2.2(b)(2), there is a two (2) level increase because the material involved a prepubescent minor or a minor who had not attained the age of 12 years (subtotal: 20).

c. This Office and the Defendant further agree that pursuant to U.S.S.G. § 2G2.2(b)(3)(F), there is a two (2) level increase because the Defendant knowingly engaged in distribution (subtotal: 22).

d. This Office and the Defendant further agree that pursuant to U.S.S.G. § 2G2.2(b)(4), there is a four (4) level increase because the offense involved material that portrays (A) sadistic or masochistic conduct or other depictions of violence; or (B) sexual abuse or exploitation of an infant or toddler (subtotal: 26).

e. This Office and the Defendant further agree that pursuant to U.S.S.G. § 2G2.2(b)(6), there is a two (2) level increase because the offense involved the use of a computer or an interactive computer service for the possession, transmission, receipt, or distribution of the material, or for accessing with intent to view the material (subtotal: 28).

f. This Office and the Defendant further agree that pursuant to U.S.S.G. § 2G2.2(b)(7)(D), there is a five (5) level increase because the offense involved 600 or more images (subtotal: 33).

g. This Office and the Defendant further agree that pursuant to U.S.S.G. § 3C1.1, there is a two (2) level increase because (1) the defendant willfully obstructed or impeded, or attempted to obstruct or impede, the administration of justice with respect to the investigation, prosecution, or sentencing of the instant offense of conviction, and (2) the obstructive conduct related to (A) the defendant's offense of conviction and any relevant conduct; or (B) a closely related offense (subtotal: 35).

h. This Office does not oppose a two-level reduction in the Defendant's adjusted offense level pursuant to U.S.S.G. § 3E1.1(a), based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for the Defendant's criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional one-level decrease in recognition of the Defendant's acceptance of personal responsibility for the Defendant's conduct. This Office may oppose any adjustment for acceptance of responsibility under U.S.S.G. § 3E1.1(a) and may decline to make a motion pursuant to U.S.S.G. § 3E1.1(b), if the Defendant: (i) fails to admit each and every item in the factual stipulation; (ii) denies involvement in the offense; (iii) gives conflicting statements about the Defendant's involvement in the offense; (iv) is untruthful with the Court, this Office, or the United States Probation Office; (v) obstructs or attempts to obstruct justice prior to sentencing; (vi) engages in any criminal conduct between the date of this Agreement and the date of sentencing; (vii) attempts to withdraw the plea of guilty; or (viii) violates this Agreement in any way.

h. Accordingly, the adjusted base offense level is 32.

8. There is no agreement as to the Defendant's criminal history and the Defendant understands that the Defendant's criminal history could alter the Defendant's offense level. Specifically, the Defendant understands that the Defendant's criminal history could alter the final offense level if the Defendant is determined to be a career offender or if the instant offense was a part of a pattern of criminal conduct from which the Defendant derived a substantial portion of the Defendant's income.

9. Other than as set forth above, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines are in dispute or will be raised in calculating the advisory guidelines range.

Obligations of the Parties

10. At the time of sentencing, this Office and the Defendant reserve the right to advocate for a reasonable sentence, period of supervised release, and/or fine considering any appropriate factors under 18 U.S.C. § 3553(a). This Office and the Defendant reserve the right to bring to the Court's attention all information with respect to the Defendant's background, character, and conduct that this Office or the Defendant deem relevant to sentencing, including the conduct that is the subject of any counts of the Indictment. At the time of sentencing, this Office will move to dismiss any open counts against the Defendant.

Waiver of Appeal

11. In exchange for the concessions made by this Office and the Defendant in this Agreement, this Office and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or any other statute or constitutional provision, to appeal the Defendant's conviction on any ground whatsoever. This includes a waiver of all right to appeal the Defendant's conviction on the ground that the statute(s) to which the Defendant is pleading guilty is unconstitutional, or on the ground that the admitted conduct does not fall within the scope of the statute(s), to the extent that such challenges legally can be waived.

b. The Defendant and this Office knowingly and expressly waive all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed (including any term of imprisonment, fine, term of supervised release, or order of restitution) for any reason (including the establishment of the advisory sentencing guidelines range, the determination of the Defendant's criminal history, the weighing of the sentencing factors, and any constitutional challenges to the calculation and imposition of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release).

c. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Forfeiture

12. The Defendant understands that the Court may enter an Order of Forfeiture as part of the Defendant's sentence, and that the Order of Forfeiture may include assets directly traceable to the offense(s), substitute assets, and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offenses.

13. Specifically, but without limitation on the Government's right to forfeit all property subject to forfeiture as permitted by law, the Defendant agrees to forfeit to the United States all of the Defendant's right, title, and interest in the following items that the Defendant agrees constitute money, property, and/or assets derived from or obtained by the Defendant as a result of, or used to facilitate the commission of, the Defendant's illegal activities—all of which were seized from Defendant's residence on March 5, 2021:

- a. a silver Macbook Pro, S/N: C2VG160ZDH2G;
- b. a white Macbook Pro, S/N: 4H6410MVU9E;
- c. a black Macbook Pro, S/N: W88090A00P6;
- d. a Verbatim 2GB USB drive; and
- e. a Seagate Free Agent Go drive, S/N: B6E668C7.

14. The Defendant agrees to consent to the entry of orders of forfeiture for the property described herein and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J), 32.2, and 43(a) regarding notice of the forfeiture in the charging instrument, advice regarding forfeiture during the change of plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

15. The Defendant agrees to assist fully in the forfeiture of the above property. The Defendant agrees to disclose all assets and sources of income, to consent to all requests for access to information related to assets and income, and to take all steps necessary to pass clear title to the forfeited assets to the United States, including executing all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are made available for forfeiture.

16. The Defendant waives all challenges to any forfeiture carried out in accordance with this Agreement on any grounds, including any and all constitutional, legal, equitable, statutory, or administrative grounds brought by any means, including through direct appeal, habeas corpus petition, or civil complaint. The Defendant will not challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this Agreement, and will not assist any third party with any challenge or review or any petition for remission of forfeiture.

Restitution

17. Pursuant to 18 U.S.C. § 3663(a)(3), 18 U.S.C. § 3663A(a) & (b), 18 U.S.C. § 3664, and 18 U.S.C. § 2259, the Defendant agrees to make full restitution to all minor victims of his offenses as to all counts charged, whether or not the defendant enters a plea of guilty to such counts and whether or not such counts are dismissed pursuant to this agreement. Further, the Defendant agrees to pay restitution to any of his minor victims, for the entire scope of his criminal conduct, including but not limited to all matters included as relevant conduct. The Defendant acknowledges

and agrees that this criminal conduct (or relevant conduct) includes any minor victim of any child pornography offenses, charged or uncharged, under Chapter 110, United States Code, and any minor victim of any violation of federal and/or state law committed by the defendant, including any contact sexual offense. Further, pursuant to 18 U.S.C. § 3664(d)(5), the defendant agrees not to oppose bifurcation of the sentencing hearing if the victims' losses are not ascertainable prior to sentencing. If the Defendant does not fulfill this provision, it will be considered a material breach of this Agreement, and this Office may seek to be relieved of its obligations under this Agreement.

18. The total amount of restitution shall be due immediately and shall be ordered to be paid forthwith. Any payment schedule imposed by the Court establishes only a minimum obligation. Defendant will make a good faith effort to pay any restitution. Regardless of Defendant's compliance, any payment schedule does not limit the United States' ability to collect additional amounts from Defendant through all available collection remedies at any time. The Defendant further agrees that the Defendant will fully disclose to this Office, the probation officer, and to the Court, subject to the penalty of perjury, all information (including but not limited to copies of all relevant bank and financial records) regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this Agreement, and this Office may seek to be relieved of its obligations under this Agreement.

Additional Special Assessments in Sex Crimes Cases

19. Pursuant to 18 U.S.C. § 3014 (the Justice for Victims of Trafficking Act "JVTA"), since the offense of conviction is under Chapter 77 (relating to peonage, slavery, and trafficking in persons), 109A (relating to sexual abuse), 110 (relating to sexual exploitation and other abuse of children), 117 (relating to transportation for illegal sexual activity and related crimes), or 274 (related to human smuggling), the Defendant must also pay an additional special assessment of \$5,000, unless the Defendant is indigent.

20. Assessments in Child Pornography Cases: Pursuant to 18 U.S.C. § 2259A (the Amy, Vicky, and Andy Child Pornography Victim Assistance Act "AVAA"), in addition to any other criminal penalty, restitution, or special assessment authorized by law, the court shall assess-(1) not more than \$17,000 on any person convicted of an offense under section 2252(a)(4) or 2252A(a)(5); (2) not more than \$35,000 on any person convicted of any other offense for trafficking in child pornography; and (3) not more than \$50,000 on any person convicted of a child pornography production offense.

Defendant's Conduct Prior to Sentencing and Breach

21. Between now and the date of the sentencing, the Defendant will not engage in conduct that constitutes obstruction of justice under U.S.S.G. § 3C1.1; will not violate any federal, state, or local law; will acknowledge guilt to the probation officer and the Court; will be truthful in any statement to the Court, this Office, law enforcement agents, and probation officers; will cooperate in the preparation of the presentence report; and will not move to withdraw from the plea of guilty or from this Agreement.

22. If the Defendant engages in conduct prior to sentencing that violates the above paragraph of this Agreement, and the Court finds a violation by a preponderance of the evidence, then: (i) this Office will be free from its obligations under this Agreement; (ii) this Office may make sentencing arguments and recommendations different from those set out in this Agreement, even if the Agreement was reached pursuant to Rule 11(c)(1)(C); and (iii) in any criminal or civil proceeding, this Office will be free to use against the Defendant all statements made by the Defendant and any of the information or materials provided by the Defendant, including statements, information, and materials provided pursuant to this Agreement, and statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure. A determination that this Office is released from its obligations under this Agreement will not permit the Defendant to withdraw the guilty plea. The Defendant acknowledges that the Defendant may not withdraw the Defendant's guilty plea—even if made pursuant to Rule 11(c)(1)(C)—if the Court finds that the Defendant breached the Agreement.

Defendant's Consent to Proceed Remotely for Rule 11 Guilty Plea

23. This Office and the Defendant agree, pursuant to the Coronavirus Aid, Relief, and Economic Recovery Act, H.R. 748 (the CARES Act), enacted on March 27, 2020, that certain federal court proceedings are permitted to proceed telephonically, or via video-teleconference. The parties further agree that Section 15002(b) of the CARES Act permits the District Court to conduct certain hearings in felony matters remotely. Further, pursuant the District of Maryland's Standing Order 2020-06, dated March 29, 2020, and subsequent Standing Orders, District Court Judges are permitted to conduct Rule 11 plea hearings and sentencing hearings in felony cases remotely.

24. The Defendant consents, after fully consulting with undersigned defense counsel, to proceed with the Rule 11 plea hearing telephonically, or via video-teleconference, in this matter. Because an in-person / in-court proceeding in this matter cannot occur without serious jeopardy to public health and safety, and because delay in this case will result in serious harm to the interests of justice, the Defendant specifically requests to proceed remotely. The Defendant agrees to proceed remotely, and knowingly and expressly waives any and all rights to a personal appearance in court in this matter.

Entire Agreement

25. This letter, together with the Sealed Supplement, constitutes the complete plea agreement in this case. This letter, together with the Sealed Supplement, supersedes any prior understandings, promises, or conditions between this Office and the Defendant. There are no other agreements, promises, undertakings, or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement. No changes to this Agreement will be effective unless in writing, signed by all parties and approved by the Court.

If the Defendant fully accepts each and every term and condition of this Agreement, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

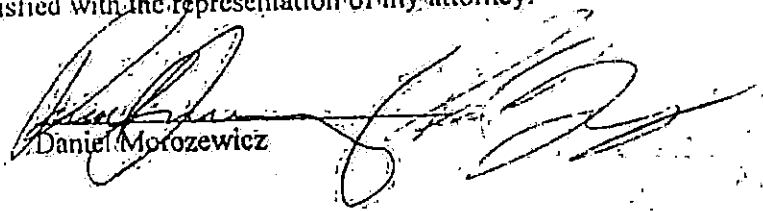
Erick L. Barron



Paul A. Riley
Assistant United States Attorney
Joyce King
Special Assistant United States Attorney

I have read this Agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

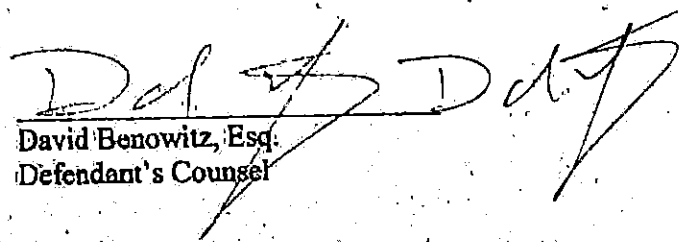
3/14/2022
Date



Daniel Moczewicz

I am the Defendant's attorney. I have carefully reviewed every part of this Agreement, including the Sealed Supplement with the Defendant. The Defendant advises me that the Defendant understands and accepts its terms. To my knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

3/22/22
Date



David Benowitz, Esq.
Defendant's Counsel

ATTACHMENT A

STIPULATION OF FACTS

The undersigned parties stipulate and agree that if this case had proceeded to trial, this Office would have proven the following facts beyond a reasonable doubt. The undersigned parties also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this matter proceeded to trial.

The Defendant, Daniel Morozewicz (born in 1983) is a resident of Frederick, Maryland and was formerly a police officer with the Rockville Police Department. He is also a member of the United States Army National Guard. For a period of more than seven years, including while employed as an officer and guardsman, Defendant received, possessed, and distributed child pornography via the BitTorrent peer-to-peer network and used multiple electronic devices to download, possess, and distribute images and videos of prepubescent minors engaged in sexually explicit conduct. Defendant's offense is described in further detail below.

Defendant's Use Of BitTorrent To Receive and Distribute Child Pornography

Beginning in or about September 2020 and continuing through in or about January 2021, Defendant downloaded, possessed, and distributed child pornography via the Internet-based BitTorrent network, repeatedly sharing images of prepubescent minors being sexually abused. Defendant used multiple electronic devices in connection with his possession, receipt, and distribution of child pornography—(1) a silver Macbook Pro, S/N: C2VG160ZDH2G; (2) a white Macbook Pro, S/N: 4H6410MVU9E; (3) a black Macbook Pro, S/N: W88090A00P6; (4) a Verbatim 2GB USB drive; and (5) a Seagate Free Agent Go drive, S/N: B6E668C7.

The Internet is a facility of interstate commerce, and each of the above-reference devices was manufactured outside of the district of Maryland.

By way of background, in the fall of 2020 and winter of 2021, Defendant repeatedly distributed child pornography to undercover law enforcement officers over the BitTorrent network. For instance, on September 2020, an investigator from the Frederick County Sheriff's Office determined that a device using an IP address associated with Defendant's residence was making available for download multiple files known to contain child pornography through the BitTorrent network. The Detective was able to establish a direct connection with the device and download eight packages of files being made available by Defendant via BitTorrent: images of nude female minors, including pre-pubescent minors, and including close ups of the pre-pubescent girls' genitalia.

On September 8, 2020, a Special Agent from the Department of Health and Human Services, OIG, Computer Crimes, also established a direct connection with a device at the IP address associated with Defendant's residence and downloaded multiple child pornography files being made available by Defendant on BitTorrent.

Further, on November 13, 2020, an investigator from the Frederick County Sheriff's Office once again established a direct connection with a device at the IP address associated with Defendant's residence and downloaded multiple child pornography files being made available by Defendant on BitTorrent. On December 30, 2020, investigators, again after making a direct connection, downloaded multiple child pornography files being made available by Defendant on BitTorrent.

Execution Of Search Warrants And Defendant's Arrest

On March 5, 2021, law enforcement executed a series of federal search warrants on Defendant's residence, vehicles, and his person. Defendant was deployed as a guardsman at the time, serving at a vaccination site at Six Flags in Bowie, Maryland. Before the warrants were executed, Defendant had on March 4, 2021, been informed by a commanding officer that federal law enforcement wished to conduct an in-person interview of him.

Law enforcement located Defendant at the mass vaccination site in Bowie, Maryland, searched his person, and also his vehicle which was parked nearby. From Defendant's person, law enforcement seized an iPhone, which Defendant had recently factory reset and erased in light of his knowledge of the impending visit from federal law enforcement. From Defendant's car, law enforcement seized a Seagate Free Agent Go drive, S/N: B6E668C7, which belonged to Defendant, from the center console. Law enforcement also seized a power cord for an Apple computer. The computer itself had been recently discarded by Defendant in light of his knowledge that federal law enforcement intended to imminently speak with him. Defendant's actions with respect to iPhone and Apple computer were taken to obstruct or impede the investigation and prosecution of the Defendant for child pornography offenses.

A later forensic examination of Defendant's Seagate Free Agent Go drive, S/N: B6E668C7 revealed the existence of more than 1,300 images of minors engaged in sexually explicit conduct, including more than 200 child pornography depictions of infants and toddlers and over 90 child pornography depictions involving sado-masochistic conduct. Metadata associated with these images reflect creation dates in May 2014 and February 2015. The device likewise contained browser history that reflected 12 "live links" to child pornography—links to child pornography that is available for viewing on the Internet. It also contained more than 11,000 depictions of child erotica.

From Defendant's residence located at 2046 Chamberlain Drive, Frederick, MD 21702, law enforcement seized, among other things, a silver Macbook Pro, S/N: C2VG160ZDH2G; a white Macbook Pro, S/N: 4H6410MVU9E; a black Macbook Pro, S/N: W88090A00P6; and a Verbatim 2GB USB drive. The silver Macbook Pro, white Macbook Pro, and Verbatim 2GB USB drive were all located in a room containing Defendant's possessions. The silver Macbook Pro was located in a black bag located in the shelf of the room; the white Macbook Pro was on the floor of the room, tucked underneath a piece of furniture. The Verbatim drive was located in a box of the closet of the room with various items relating to Defendant's military uniform. The black Macbook Pro was located in a bin in the basement of the home among Defendant's possessions, including military and law enforcement gear.

After law enforcement confirmed during an on-scene forensic triage the presence of child pornography on the Verbatim 2GB USB drive referenced above, Defendant was arrested by local law enforcement and charged in Frederick County with possession of child pornography.

A later forensic examination of the silver Macbook Pro, S/N: C2VG160ZDH2G, used by Defendant, contained approximately 20 images depicting child exploitation. The laptop likewise included artifacts pertaining to the installation of a file-sharing torrent program on the machine.

The examination of the white Macbook Pro, S/N: 4H6410MVU9E, used by Defendant, revealed the existence of more than 1,000 depictions of child pornography, including more than 30 child pornography depictions of infants and toddlers and at least 20 child pornography depictions involving sado-masochistic conduct. A majority of these files were located on the desktop of the computer. Also located on the computer was the BitTorrent application used by the Defendant during 2020 to download and distribute child pornography, along with various BitTorrent artifacts, including references to downloads of the "LS" series of child exploitation depictions.

The examination of the black Macbook Pro, S/N: W88090A00P6, used by Defendant, revealed the existence of 284 images depicting child exploitation, a data shredding application, and artifacts indicating that Defendant's Seagate Free Agent Go drive, S/N: B6E668C7 had been plugged into the machine on numerous occasions.

The examination of the Verbatim 2GB USB drive, used by Defendant, revealed the existence of over 50 depictions of a pre-pubescent girl engaged in sexually explicit conduct from the "LS" series of child exploitation depictions. Metadata from the depictions indicate a "date created" of July 7, 2020. Also on the hard drive were various documents authored by Defendant.

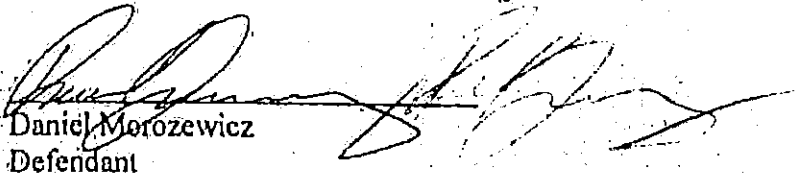
Defendant's knowing possession of the child pornography described above was to further his own prurient interest. The child pornography described above included, and the creation of which involved, actual minors engaged in sexually explicit conduct, including sexual intercourse; sadistic and masochistic abuse; masturbation; and lascivious exhibition of the anus, genitals, and pubic area of the minors, and involved Defendant's knowing possession of in excess of 600 images.

Defendant knew that the children depicted in the child pornography were minors under the age of 18 and that the material he was receiving, distributing, and possessing constituted child pornography.

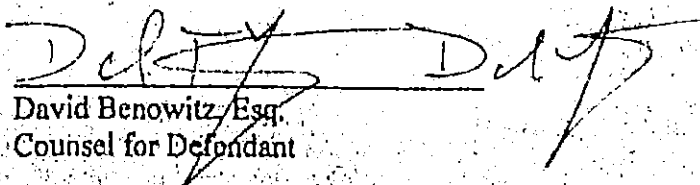
SO STIPULATED:



Paul A. Riley
Assistant United States Attorney
Joyce King
Special Assistant United States Attorney



Daniel Morozewicz
Defendant



David Benowitz, Esq.
Counsel for Defendant