

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF VERMONT

U.S. DISTRICT COURT  
DISTRICT OF VERMONT  
FILED

2022 DEC 12 PM 1:54

UNITED STATES OF AMERICA

v.

JOHN GRIFFIN,  
Defendant.

CLERK  
BY EH  
DEPUTY CLERK

Docket No. 2:21-CR-109

PLEA AGREEMENT

The United States of America, by and through the United States Attorney for the District of Vermont (hereafter “the United States”), and the defendant, JOHN GRIFFIN, agree to the following in regard to the disposition of pending criminal charges.

1. JOHN GRIFFIN agrees to plead guilty to Count Three of the Indictment charging him with using a facility of interstate commerce to persuade, induce, entice and coerce a minor to engage in unlawful sexual activity, in violation of 18 U.S.C. § 2422(b).

2. JOHN GRIFFIN understands, agrees and has had explained to him by counsel that the Court may impose the following sentence on his plea: a prison term of not less than 10 years and up to the remainder of Griffin’s life, pursuant to 18 U.S.C. § 2422(b); a minimum of five years and a maximum of lifetime supervised release pursuant to 18 U.S.C. § 3583(k); a fine, pursuant to 18 U.S.C. § 3571, of up to the greater of \$250,000 or twice the gross amount of pecuniary harm to another person caused by the offense; a \$100 special assessment pursuant to 18 U.S.C. § 3103; and an additional \$5,000 special assessment pursuant to 18 U.S.C. § 3014. JOHN GRIFFIN further understands that the Court must order full restitution to the victims of the offense in an amount determined by the Court, pursuant to 18 U.S.C. §§ 2429 and 3663A.

3. JOHN GRIFFIN agrees to plead guilty because he is, in fact, guilty of the above crime.

4. JOHN GRIFFIN stipulates to, agrees with, and admits the following facts:
  - a. During the summer of 2020, he met a woman (H.C.) on a website who purported to share GRIFFIN's interest in a sexual bondage and by June 14, 2020, GRIFFIN and H.C. were communicating on the internet-based communication application known as Kik;
  - b. During communications over Kik, text message, phone call, and video-chats, GRIFFIN persuaded H.C. to bring her 9-year old daughter to GRIFFIN's Ludlow, Vermont, ski house, in order for the child to be engaged in sexual activity that would constitute violations of 13 V.S.A. § 2602 (lewd and lascivious conduct with a child), and 13 V.S.A. § 3252 (sexual assault of a child).
  - c. GRIFFIN paid for H.C. and her 9-year old daughter to fly from Nevada to Boston, where GRIFFIN picked them up in the Tesla described in the forfeiture notice in the Indictment, and drove them to his Ludlow, Vermont ski house, which is identified in the forfeiture notice in the Indictment;
  - d. While they were in GRIFFIN's Vermont ski house GRIFFIN put his penis in the 9-year old girl's mouth; and GRIFFIN and the girl engaged in bondage and sado-masochistic sexual activity with H.C.
  
5. The parties stipulate and agree that the following Sentencing Guideline offense level calculation applies:
  - a. Pursuant to USSG § 2G1.3(a)(3), the base offense level is 28; and
  - b. Specific offense characteristics include:
    - i. +2 points pursuant to § 2G1.3(b)(1) (because the 9-year old child was in GRIFFIN's custody, care, supervisory control while she was in Vermont);

- ii. **+ 2 points pursuant to § 2G1.3(b)(3)** (because GRIFFIN used “an interactive computer service” (*see* 47 U.S.C. § 230(f)) to communicate with the child and H.C. in order to persuade, induce, entice, and coerce the illegal sexual activity);
- iii. **+2 points pursuant to § 2G1.3(b)(4)** (because the offense involved a sex act and sexual contact); and
- iv. **+8 points pursuant to § 2G1.3(b)(5)** (because the child was under 12 years old).

6. JOHN GRIFFIN understands that the elements of a violation of 18 U.S.C. § 2422(b) are: (i) the use of a facility of interstate commerce; (ii) to knowingly persuade, induce or entice, or to attempt to persuade, induce or entice; (iii) any individual who is younger than eighteen-years old; (iv) to engage in sexual activity of a criminal nature.

7. JOHN GRIFFIN understands that it is a condition of this agreement that he refrain from committing any further crimes, whether federal, state or local, and that if on release he will abide by all conditions of release.

8. JOHN GRIFFIN acknowledges that he understands the nature of the charges to which he will plead guilty and the possible penalties. He also acknowledges that he has the following rights: the right to persist in a plea of not guilty; the right to a jury trial; the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceeding; the right at trial to confront and cross-examine adverse witnesses; the right to be protected from compelled self-incrimination; and the right to testify and present evidence and to compel the attendance of witnesses. He understands that by pleading guilty, he will waive these rights. He also understands that if his guilty plea is accepted by the Court, there will be no trial and the question of guilt will be resolved; all that will remain will be the Court’s imposition of sentence.

9. JOHN GRIFFIN fully understands that he may not withdraw his plea because the Court declines to follow any recommendation, motion or stipulation of the parties to this agreement, other than an agreement between the parties pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C). The United States specifically reserves the right to allocute at sentencing. There shall be no limit on the information the United States may present to the Court and the Probation Office relevant to sentencing and no limit (except as otherwise provided in this agreement) on the positions the government may take at sentencing. Both parties are free to move for a departure under the Guidelines and to argue for a sentence outside the advisory sentencing range, except as otherwise set forth in this agreement. The United States also reserves the right to correct any misstatement of fact made during the sentencing process, to oppose any motion to withdraw a plea of guilty, and to support on appeal any decisions of the sentencing Court whether in agreement or in conflict with recommendations and stipulations of the parties.

10. JOHN GRIFFIN fully understands that any estimates or predictions relative to the Guidelines calculations are not binding upon the Court. He fully understands that the Guidelines are advisory and that the Court can consider any and all information that it deems relevant to the sentencing determination. He acknowledges that in the event that any estimates or predictions by his attorney (or anyone else) are erroneous, those erroneous predictions will not provide grounds for withdrawal of his plea of guilty, modification of his sentence, or for appellate or post-conviction relief.

11. Upon demand, JOHN GRIFFIN shall furnish the United States Attorney's Office a personal financial statement and supporting documents relevant to the ability to satisfy any fine or restitution that may be imposed in this case. JOHN GRIFFIN expressly authorizes the United States Attorney's Office to obtain a credit report on him at any time before or after sentencing in

order to evaluate his ability to satisfy any financial obligation imposed by the court. If the court orders restitution and/or a fine due and payable immediately, JOHN GRIFFIN agrees that the U.S. Attorney's Office is not precluded from pursuing any other means by which to satisfy his full and immediately enforceable financial obligation. JOHN GRIFFIN understands that he has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the court.

12. JOHN GRIFFIN agrees to provide the Clerk's office, at the time this plea agreement is executed, a bank cashier's check, certified check, or postal money order payable to the Clerk, United States District Court, in payment for the mandatory special assessments of \$5,100 for which he will be responsible when sentenced. He understands and agrees that, if he fails to pay the special assessment in full prior to sentencing, the sentencing recommendation obligations of the United States under this plea agreement will be terminated, and the United States will have the right to recommend that the Court impose any lawful sentence. Under such circumstances, he will have no right to withdraw his plea of guilty.

13. JOHN GRIFFIN understands that by pleading guilty, he will be required to register as a sex offender upon his release from prison as a condition of supervised release pursuant to 18 U.S.C. § 3583(d). JOHN GRIFFIN also understands that independent of supervised release, he will be subject to federal and state sex offender registration requirements, and that those requirements may apply throughout his life. He understands that he will be required to keep his registration current, notify the state sex offender registration agency or agencies of any changes in his name, place of residence, employment, or student status, or other relevant information. JOHN GRIFFIN understands that he will be subject to possible federal and state penalties for failure to comply with any such sex offender registration requirements.

14. The parties jointly recommend that the Court impose the following terms as conditions of JOHN GRIFFIN's supervised release:

- a. *The defendant shall participate in an approved program of sex offender evaluation and treatment, which may include polygraph examinations, as directed by the probation officer. Any refusal to submit to such assessment or tests as scheduled is a violation of the conditions of supervision. The defendant will be required to pay the cost of treatment as directed by the probation officer. The court authorizes the probation officer to release psychological reports and/or the presentence report to the treatment agency for continuity of treatment.*
- b. *The defendant shall register as a sex offender in any state where the defendant resides, is employed, performs volunteer service, carries on a vocation, or is a student, as required by law.*
- c. *The defendant shall provide the probation officer with access to any requested records, such as bills or invoices for credit cards, telephone and wireless communication services, television provider services, and Internet service providers.*
- d. *The defendant shall provide the probation officer with a complete and current inventory of the number of computers used by the defendant along with a monthly log of computer access.*
- e. *The defendant shall not use a computer device that has Internet access until a Computer Use Plan is developed and approved by his treatment provider and/or probation officer. Such plan, at a minimum, must require the defendant to submit*

a monthly record of Internet use, online screen names, encryption methods, and passwords utilized by the defendant.

- f. The defendant shall not access any computer that utilizes any “cleaning” or “wiping” software programs.
- g. The defendant shall consent to third-party disclosure to any employer, potential employer, community service site, or other interested party, as determined by the probation officer, of any computer-related restrictions that are imposed.
- h. The defendant shall not possess images or videos depicting sexually explicit conduct involving adults, as defined in 18 U.S.C. § 2256(2)(A); child pornography, as defined in 18 U.S.C. § 2256(8); or visual or text content involving minors which has sexual, prurient or violent interests as an inherent purpose.
- i. The defendant shall not associate or have contact, directly or through a third party, with persons under the age of 18, except in the presence of a responsible adult who is aware of the nature of the defendant’s background, and who has been approved in advance by the probation officer. Such prohibited conduct shall include the use of electronic communication, telephone, or written correspondence.
- j. The defendant shall avoid and is prohibited from being in any areas or locations where children are likely to congregate, such as schools, daycare facilities, playgrounds, theme parks, arcades, unless prior approval has been obtained from the probation office.

- k. The defendant shall allow, at the direction of the probation officer and at the defendant's expense, the installation of monitoring hardware or software to *monitor the defendant's use of computer systems, internet-capable devices and/or similar electronic devices under the defendant's control.*
- l. The defendant may not use sexually oriented telephone numbers or services.
- m. The defendant shall have no contact, directly or through a third party, with the victim(s) in this case. Such prohibited conduct shall include the use of electronic communication, telephone, or written correspondence.
- n. The defendant shall submit their person, and any property, house, residence, vehicle, papers, computer, other electronic communications or data storage devices or media, and effects to search at any time, with or without a warrant, by any law enforcement or probation officer with reasonable suspicion concerning a *violation of a condition of supervised release or unlawful conduct by the person,* and by any probation officer in the lawful discharge of the officer's supervision functions. Such searches may include the removal of such items for the purpose of conducting a more thorough inspection. The defendant shall inform other residents of this condition. Failure to submit to a search may be grounds for *revocation.*

15. The United States agrees that in the event that JOHN GRIFFIN fully and completely abides by all conditions of this agreement, the United States will:

- a. move to dismiss the remaining Counts of the Indictment at the time of sentencing;
- b. not prosecute him in the District of Vermont for any other criminal offenses *known to the United States as of the date it signs this plea agreement, committed*



by him in the District of Vermont relative to sexual activity involving minors. As of the date of the signing of this Agreement, both parties understand that the *government is only aware of criminal offenses committed by JOHN GRIFFIN in Vermont relative to sexual activity involving minors that occurred during the calendar year 2020;*

- c. recommend to the sentencing Court that he be sentenced to a term of imprisonment at the low end of the Sentencing Guidelines range if the final offense level is 39 or above;
- d. recommend that he receive a two-point credit for acceptance of responsibility under Guideline § 3E1.1(a), provided that (1) he cooperates truthfully and completely with the Probation Office during the presentence investigation, including truthfully admitting the conduct comprising the offense(s) of conviction and not falsely denying any relevant conduct for which he is accountable under U.S.S.G. § 1B1.3, (2) he abides by the conditions of his release, and (3) provided that no new information comes to the attention of the United States relative to the issue of his receiving credit for acceptance of responsibility; and
- e. move for an additional one-point credit for timely acceptance of responsibility, if the offense level (before acceptance) is 16 or greater and he meets the conditions in the subparagraph above.

16. If the United States determines, in its sole discretion, that JOHN GRIFFIN has committed any offense after the date of this agreement, has violated any condition of release, or has provided any intentionally false information to Probation, the obligations of the United States in this agreement will be void. The United States will have the right to recommend that the Court

impose any sentence authorized by law and will have the right to prosecute him for any other offenses he may have committed in the District of Vermont. JOHN GRIFFIN understands and agrees that, under such circumstances, he will have no right to withdraw his previously entered plea of guilty.

17. JOHN GRIFFIN acknowledges and consents to the criminal forfeiture of the property named in the Forfeiture Notice of the Indictment as provided below:

- a. On September 2, the FBI seized the following items from JOHN GRIFFIN:
  - DJI Phantom 4 Drone, controller & three (3) batteries with charging base (no cord);
  - Samsung Galaxy S10, Model SM-G9734, IMEI: 354604100244251, S/N: RF8M213JXNF;
  - A Red Tesla Model X (Ludicrous Mode), VIN # 5YJXCBE40KF180792.

With regard to these items, JOHN GRIFFIN agrees to forfeit them to the United States as property used to facilitate the offense in violation of 18 U.S.C. § 2422(b) as set forth in the Forfeiture Notice of the Indictment, which incorporates Count Three by reference. JOHN GRIFFIN states that he is the sole and rightful owner of these items and that to the best of his/her knowledge, no one else has any ownership or other interest in them. JOHN GRIFFIN further stipulates and agrees that he is the one who exercised sole dominion and control over the items. In the alternative, JOHN GRIFFIN also agrees that the following property may be administratively forfeited by the Federal Bureau of Investigation.

- b. With regard to JOHN GRIFFIN's interest in the real estate located at 126 Grouse Lane, Ludlow, Vermont, and the 2018 Mercedes Benz GTA with VIN #

WDDYK8AA3JA014527 (both of which also being named in the Forfeiture Notice of the Indictment), pursuant to an order issued in this docket on June 13, 2022 (relating to the real estate), and a yet-to-be issued order relating to the Mercedes, JOHN GRIFFIN agrees that prior to sentencing he will have deposited his 50% share of the net proceeds (“Proceeds”) of the sales of these properties into the Court’s Registry. JOHN GRIFFIN agrees that if at the time of sentencing he lacks funds to satisfy whatever restitution order is imposed, the Proceeds shall first be used to satisfy a restitution order. JOHN GRIFFIN further agrees to the issuance of a forfeiture money judgment in the amount of the Proceeds, and stipulates that the whatever amount remains in the Court’s Registry attributable to the Proceeds after those funds are first used to satisfy any restitution order shall be used toward satisfaction of that judgment.

- c. JOHN GRIFFIN agrees that by entering into this plea agreement he voluntarily and knowingly waives any claim he may have that the forfeiture, administrative or judicial, civil or criminal, of the property described in the above two subparagraphs (“Property”) or any other administrative or judicial forfeiture action arising out of the course of conduct that provides the factual basis of the information herein, alone or in conjunction with this prosecution, in any way violates any of his rights, including his rights under the Fifth and Eighth Amendments to the United States Constitution. JOHN GRIFFIN's waiver specifically includes any claim that any such forfeiture, whether preceding or following this criminal prosecution, would constitute double jeopardy, cruel and unusual punishment, an excessive fine, a disproportionate punishment, or a

violation of due process. JOHN GRIFFIN's waiver also includes a waiver of any rights to a jury trial on the forfeiture of assets. Except as otherwise provided in subparagraph b of this paragraph, JOHN GRIFFIN agrees that the forfeiture of the Property shall not be deemed as satisfaction of any fine, restitution, cost of imprisonment or any other penalty this Court may impose upon him/her in addition to forfeiture. JOHN GRIFFIN further agrees that if for any reason this administrative forfeiture of the Property cannot be accomplished the Government may at any time (without regard to any statute of limitations or doctrine of laches) bring a civil forfeiture complaint against the Property. In the event of any such filing, JOHN GRIFFIN will not file a claim nor contest the forfeiture in any way and will not cause the other person to file a claim or contest the forfeiture.

18. It is understood and agreed by the parties that should JOHN GRIFFIN's plea not be accepted by the Court for whatever reason, or later be withdrawn or vacated, this agreement may be voided at the option of the United States and he may be prosecuted for any and all offenses otherwise permissible. JOHN GRIFFIN also agrees that the statute of limitations for all uncharged criminal offenses known to the United States as of the date it signs this plea agreement will be tolled for the entire period of time that elapses between the signing of this agreement and the completion of the period for timely filing a petition under 28 U.S.C. § 2255, or if such petition is filed, the date of any decision by a court to vacate the plea or the conviction.


19. It is further understood that this agreement is limited to the Office of the United States Attorney for the District of Vermont and cannot bind other federal, state or local prosecuting authorities.

20. JOHN GRIFFIN expressly states that he makes this agreement of his own free will, with full knowledge and understanding of the agreement and with the advice and assistance of his counsel, David Kirby, Esq. JOHN GRIFFIN further states that his plea of guilty is not the result of any threats or of any promises beyond the provisions of this agreement. Furthermore, JOHN GRIFFIN expressly states that he is fully satisfied with the representation provided by his attorney, David Kirby, Esq., and has had full opportunity to consult with his attorney concerning this agreement, concerning the applicability and impact of the Sentencing Guidelines (including, but not limited to, the relevant conduct provisions of Guideline Section 1B1.3), and concerning the potential terms and conditions of supervised release.

21. No agreements have been made by the parties or their counsel other than those contained herein or in any written agreement supplementing this agreement.

UNITED STATES OF AMERICA  
NIKOLAS P. KEREST  
United States Attorney

12/12/22  
Date

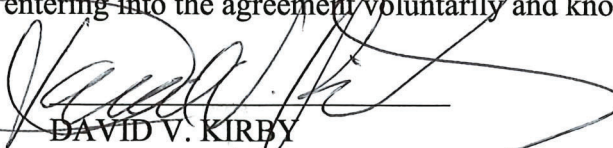
By:   
Michael P. Drescher  
Assistant U.S. Attorney

12/12/22  
Date

  
JOHN GRIFFIN  
Defendant

I have read, fully reviewed and explained this agreement to my client, JOHN GRIFFIN. I have no concerns as to my client's competence to enter into this agreement. I believe that he understands the agreement and is entering into the agreement voluntarily and knowingly.

12/12/22  
Date

  
DAVID V. KIRBY  
Counsel for the Defendant