

AF Approval John for NA

Chief Approval CB

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:22-cr-28-PGB-DAB

THOMAS ZAYAS

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Roger B. Handberg, United States Attorney for the Middle District of Florida, and the defendant, THOMAS ZAYAS, and the attorney for the defendant, Michael S. Ryan, mutually agree as follows:

A. Particularized Terms

1. Counts Pleading To

The defendant shall enter a plea of guilty to Count One and Count Three of the Indictment. Count One charges the defendant with Sexual Exploitation of a Child, in violation of 18 U.S.C. § 2251(a) and (e). Count Three charges the defendant with Possession of Child Pornography, in violation of 18 U.S.C. § 2252A(a)(5)(B) and (b)(2).

2. Minimum and Maximum Penalties

Count One is punishable by a mandatory minimum term of imprisonment of 15 years up to 30 years, a fine of not more than \$250,000, a term of supervised release of at least 5 years, up to life, and a special assessment of \$100. Count Three carries a

Defendant's Initials TZ

maximum sentence of 10 years' imprisonment, a fine of no more than \$250,000, a term of supervised release of at least 5 years, up to life, and a special assessment of \$100.

With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offenses, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offenses, or to the community, as set forth below.

Additionally, pursuant to 18 U.S.C. § 3014, the Court shall impose a \$5,000 special assessment on any non-indigent defendant convicted of an offense in violation of certain enumerated statutes involving: (1) peonage, slavery, and trafficking in persons; (2) sexual abuse; (3) sexual exploitation and other abuse of children; (4) transportation for illegal sexual activity; or (5) human smuggling in violation of the Immigration and Nationality Act (exempting any individual involved in the smuggling of an alien who is the alien's spouse, parent, son or daughter).

In addition, the Court shall impose an additional special assessment pursuant to 18 U.S.C. § 2259A, of not more than \$50,000 for an offense involving the production of child pornography, and not more than \$17,000 for an offense involving the possession of child pornography. The Court may order the terms of imprisonment to run consecutively, rather than concurrently.

3. Elements of the Offenses

The defendant acknowledges understanding the nature and elements of the offenses with which defendant has been charged and to which defendant is pleading guilty.

The elements of Count One are:

- First: An actual minor, that is, a real person who was less than 18 years old, was depicted;
- Second: the defendant used, persuaded, induced, and enticed the minor to engage in sexually explicit conduct for the purpose of producing a visual depiction of the conduct or for the purpose of transmitting a live visual depiction of such conduct; and
- Third: either (a) the defendant knew or had reason to know that the visual depiction would be transported or transmitted using any means or facility of interstate or foreign commerce; (b) the visual depiction was produced or transmitted using materials that had been mailed, shipped, or transported in or affecting interstate or foreign commerce by any means, including by computer; or (c) the visual depiction was actually transported or transmitted using any means or facility of interstate or foreign commerce.

The elements of Count Three are:

- First: That the defendant knowingly possessed an item or items of child pornography, as charged;
- Second: that such item of child pornography had been transported in interstate or foreign commerce, including by computer, or in or affecting interstate or foreign commerce, including by computer, or was produced using materials that had been shipped or transported in or affecting interstate or foreign commerce by any means, including by computer; and,
- Third: that at the time of such possession, the defendant believed that such items constituted or contained child pornography.

4. Count Dismissed

At the time of sentencing, the remaining count against the defendant, Count Two, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 2259, defendant agrees to make restitution to known victims of the offense for the full amount of the victims' losses as determined by the Court. 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.

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG § 3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5.,

the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 2253, whether in the possession or control of the United States, the defendant or defendant's nominees.

The assets to be forfeited specifically include, but are not limited to, the following: Samsung Galaxy Note 8, SM-N950U1, and Samsung Galaxy Note 5, SM-N920G, which assets were used to commit the offenses of conviction.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture and to transfer custody of such property to the United States before the defendant's sentencing. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control directly or indirectly, including all assets held by

nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct.

The defendant agrees that the United States is not limited to forfeiture of the property specifically identified for forfeiture in this Plea Agreement. If the United States determines that property of the defendant identified for forfeiture cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty; then the United States shall, at its option, be entitled to forfeiture of any other property (substitute assets) of the defendant up to the value of any property described above. The Defendant expressly consents to the forfeiture of any substitute assets sought by the Government. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found

ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including satisfaction of any preliminary order of forfeiture for proceeds.

10. Sex Offender Registration and Notification

The defendant has been advised and understands, that under the Sex Offender Registration and Notification Act, a federal law, the defendant must register and keep the registration current in each of the following jurisdictions: the location of the defendant's residence, the location of the defendant's employment; and, if the defendant is a student, the location of the defendant's school. Registration will require that the defendant provide information that includes name, residence address, and the names and addresses of any places at which the defendant is or will be an employee or a student. The defendant understands that he must update his registrations not later than three business days after any change of name, residence, employment, or student status. The defendant understands that failure to comply with these obligations subjects the

defendant to prosecution for failure to register under federal law, 18 U.S.C. § 2250, which is punishable by a fine or imprisonment, or both.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution 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. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's

financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to

the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against

defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

13. Certification

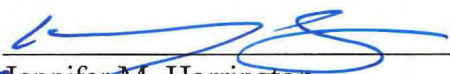
The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.


DATED this 18 day of July, 2022.

ROGER B. HANDBERG
United States Attorney




THOMAS ZAYAS
Defendant


for _____
Jennifer M. Harrington
Assistant United States Attorney



Michael S. Ryan, Esq.
Attorney for Defendant



Chauncey A. Bratt
Assistant United States Attorney
Deputy Chief, Orlando Division

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:22-cr-28-PGB-DAB

THOMAS ZAYAS

PERSONALIZATION OF ELEMENTS

With respect to Count One:

First: Was an actual minor, that is, a real person who was less than 18 years old, depicted?

Second: Did you employ, use, persuade, induce, entice, or coerce the minor to engage in sexually explicit conduct for the purpose of producing a visual depiction of the conduct or for the purpose of transmitting a live visual depiction of such conduct?

Third: Was at least one of the following true: (a) you knew or had reason to know that the visual depiction would be transported or transmitted using any means or facility of interstate or foreign commerce; (b) the visual depiction was produced or transmitted using materials that had been mailed, shipped, or transported in or affecting interstate or foreign commerce by any means, including by computer; or (c) the visual depiction was actually transported or transmitted using any means or facility of interstate or foreign commerce?

With respect to Count Three:

First: Did you knowingly possess an item or items of child pornography, as charged?

Second: Was at least one of the following true: (a) the item or items of child pornography had been transported in interstate or foreign commerce, including by computer; (b) the item or items of child pornography had been transported in or affecting interstate or foreign commerce, including by computer; or (c) the item or items of child pornography were produced using materials that had been shipped or transported in or affecting interstate or foreign commerce by any means, including by computer?

Third: When you possessed the item(s), did you believe the item(s) constituted or contained child pornography?

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
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THOMAS ZAYAS

FACTUAL BASIS

On or about August 2, 2021, in the Middle District of Florida, the defendant, Thomas Zayas, did employ, use, persuade, induce, entice, and coerce, and attempt to employ, use, persuade, induce, entice, and coerce a minor to engage in any sexually explicit conduct for the purpose of producing a visual depiction of such conduct, knowing and having reason to know that such visual depiction would be transported and transmitted using any means and facility of interstate and foreign commerce, and the visual depiction was produced and transmitted using materials that had been mailed, shipped, and transported in and affecting interstate and foreign commerce by any means, including by computer, and the visual depiction was actually transported and transmitted using any means and facility of interstate and foreign commerce.

On August 24, 2021, an Orange County Sheriff's Office (OCSO) School Resource Officer (hereinafter, "the SRO") was contacted by the principal of an Orange County middle school (hereinafter, "the Middle School"). The principal contacted the SRO to report an incident she learned of through a parent of a former middle-school student. The parent informed the principal that she received a text message containing an inappropriate photo of a current female student who attends the Middle School. The

parent believed the message was intended for her daughter who sometimes used her cellular phone to text her friends. The principal requested a copy of the text message.

After reviewing the message, the principal identified the individual in the photo as a 12-year-old female student at the Middle School (the Child Victim, hereinafter referred to as "CV"). The principal stated the message she reviewed contained a collage depicting a photo of CV posing topless, as well as a nude image of a female child believed to be the CV with her legs spread opened. The message that accompanied the collage stated that CV had a sexually transmitted disease and was spreading it to multiple boys.

Upon receiving this information, the SRO contacted CV. At the time CV was contacted, CV was unaware that the image had been circulated. CV provided further insight as to how and why the images were produced. Sometime in July, CV received a text message via a chat application from someone named "Romeo." CV began communicating with "Romeo," who was later identified as Zayas. For approximately two weeks, "Romeo" told CV that he liked her. CV informed "Romeo" that she did not feel the same way and stopped talking to "Romeo."

CV stated that soon after CV stopped talking to "Romeo," CV received a text message from a different person claiming to be named "Millie," "Romeo's" sister. "Millie" was later determined to be Zayas. At first, "Millie" was mean to CV. "Millie" threatened to hurt CV because CV stopped talking to "Romeo." "Millie" told CV that she knew where CV lived and sent a photo of CV's apartment complex, as proof. "Millie" also sent CV a yearbook photo of CV from CV's middle school, in order to

scare CV and prove that “Millie” knew who CV was, and where she went to school.

Based on the numerous threats to harm CV, CV agreed to reengage “Romeo.”

As the conversation continued with “Millie,” the conversation between “Millie” and CV turned sexual in nature. During these conversations, “Millie” requested several nude images/videos of CV performing sexual acts on herself. “Millie” instructed CV as to what CV was supposed to do in the images/videos CV produced for “Millie.” Throughout the conversation, “Millie” constantly demanded that CV produce nude images and videos of herself and put time constraints on the requests. When CV did not comply with “Millie’s” requests, “Millie” became hostile towards CV, threatening to expose her with the nude videos and images CV had already sent “Millie.” CV stopped talking to “Millie.”

CV’s mother was able to retrieve several text messages from the conversations that CV had with “Romeo” and “Millie.” Within those conversations, CV’s mother was able to save the photographs that were sent by Zayas, as both “Romeo” and “Millie,” to CV. However, the nude images and videos initially taken and sent by CV were deleted by CV’s mother. CV’s mother provided two telephone numbers from which “Romeo” communicated with CV.

a. Interview of CV

On September 1, 2021, an OCSO detective conducted a recorded interview of CV. During the interview, CV stated she was befriended by “Romeo,” who contacted her via a messaging application. CV indicated that the application uses an individual’s telephone number to contact other users. CV asked “Romeo” how “Romeo” obtained

CV's phone number. "Romeo" told CV that she was a friend of his sister's friend, so "Romeo" asked the friend for CV's number.

CV asked who the friend and his sister were, but "Romeo" did not answer. "Romeo" and CV began talking for a few weeks. CV advised she grew tired of "Romeo" because of his romantic advances and stopped communicating with "Romeo." CV blocked "Romeo" because she did not want to be friends with him. CV explained that "Romeo" told CV he wanted to date CV, but she was not interested in dating. CV never saw "Romeo" in person. CV only saw a profile picture, which CV believed to be "Romeo." CV described the profile picture as a male with a medium skin tone and dark eyes. In the picture, "Romeo" had short hair. CV was unable to estimate his age via the picture but believed "Romeo" was fifteen to sixteen years old.

A few days later, CV received text messages from "Millie." "Millie" identified herself as "Romeo's" sister and threatened to physically hurt CV for having ended her "relationship" with "Romeo" and breaking his heart. CV advised that she was never in a relationship with "Romeo" and did not know why "Millie" was threatening CV. "Millie" told CV she could avoid being beaten up if CV would unblock "Romeo" and date him. CV explained that she eventually gave into "Millie's" threats and friended "Romeo" again. CV told "Millie" she was willing to be friends with "Romeo" again but was still not willing to date him. When CV befriended "Romeo" again, CV told him of "Millie's" threats.

"Romeo" sent CV a picture of "Millie" and informed CV that "Millie" was an MMA fighter. "Romeo" told CV that "Millie" would not hurt CV as long as she did not

break his heart. "Millie" sent CV an image of CV's best friends and a picture of CV's neighborhood. CV believed these were sent to her to show her that "Millie" knew where CV lived. CV advised that she was in fear of "Millie." As CV continued texting "Millie," CV told "Millie" that she believed "Millie" was pretty. "Millie" asked CV if she was into girls and CV informed "Millie" that she was not into girls but believed "Millie" was pretty. CV told "Millie" she was pretty in order to get on "Millie's" good side and to avoid getting beaten up.

"Millie" began to text CV in a sexual tone and told CV she liked her as well. "Millie" began asking CV for "nudes." CV initially refused to send "Millie" any nude pictures of herself because CV believed "Millie" was going to use the photographs against CV by potentially posting the pictures of CV on the internet. "Millie" promised CV that she was not going to harm CV by using the images against CV. CV eventually sent "Millie" nude images and a video of her masturbating. After this, CV felt uncomfortable and told "Millie" she was not going to send any more images. CV explained that she received flowers from "Millie," which were delivered to her school. CV advised that "Millie" told CV about the flowers before they were delivered.

b. Identification of the Subject

Law enforcement conducted a records check on the phone numbers belonging to "Romeo." The records check identified a report from 2019 in which Zayas listed his number as one of the known numbers for "Romeo."

During the investigation, OCSO obtained CV's cellular telephone which contained the text messages between CV and "Romeo," and CV and "Millie." OCSO

investigators located a message that was sent to CV on August 12, 2021, from “Millie.” The message stated “...since I can’t surprise you like normal people I’m going to send you ss of what your going to get tomorrow so be in the lookout.” “Millie” then sent CV two screenshots. The first screenshot was of an invoice for flowers. The invoice listed the billing address as 624 Creekwood Drive, Orlando, Florida and a billing phone number as the one Zayas used to communicate with CV as “Millie.” The second screenshot was of an image that contained a flower bouquet. On August 14, 2021, CV sent “Millie” an image of herself holding the flowers that “Millie” had sent her.

The Middle School records indicated that the flowers that CV received were from a florist shop located in Winter Park, Florida. OCSO contacted the florist and discovered that the flowers were ordered online. The florist provided a receipt of the purchase and indicated that the order was placed using IP address 150.130.7.10 (the Target IP). Additionally, the receipt listed the customer’s billing address as an address only one digit different from Zayas’s address.

OCSO researched the Target IP address through open-source checks and discovered that the Target IP address belongs to the Department of Veteran Affairs (VA). OCSO contacted the VA, which confirmed that Zayas was employed at the VA. The VA indicated that Zayas was issued a department laptop. Based on the information received, OCSO and the VA contacted the Office of the Inspector General (OIG). OIG was able to remotely access Zayas’s department-issued laptop and search Zayas’s web browser history. The search of the browser history revealed that Zayas accessed the Winter Park florist’s website on August 11 and 13, 2021.

c. Interview of Thomas Zayas and Forensic Review of Zayas's Galaxy Note 5

Based on the information above, on January 18, 2022, OCSO obtained and executed a state search warrant at Zayas's residence and contacted Zayas. After providing Zayas his *Miranda* rights, OCSO interviewed Zayas. The majority of this interview was captured on video/audio recording.

While being recorded, Zayas denied interacting with CV. Zayas denied sending flowers to CV using his work computer. Zayas stated he did not know who "Millie" or "Romeo" were. After the recorded interview ended, Zayas admitted to using "Romeo" and "Millie" to entice and solicit images and videos from CV. Zayas stated "I'm a pathetic loser," and stated that he had not had a date in six years since his wife left him. Zayas stated that the enticement started out as a joke, but when CV cut "Romeo" off, Zayas felt he needed to teach CV a lesson. Zayas created "Millie" to teach CV a lesson. Zayas was asked why he sent out the collage containing photographs of CV. Zayas stated that this was a stupid idea and that he would have never met CV in person.

During the search of Zayas's residence, law enforcement located several electronic devices, to include a Samsung Galaxy Note 5 cellular telephone and a Samsung Galaxy Note 8 cellular telephone. A forensic review of the Samsung Galaxy Note 5 revealed a "Text Free" account in which Zayas used his own name to sign up for a premium account. The premium account allowed Zayas to be assigned and maintain a separate phone number throughout the time his premium account was active. Zayas created the Text Now account in order to chat with CV as "Millie" utilizing a phone number distinct from that belonging to "Romeo." This was confirmed by Zayas during

his interview with law enforcement. The “Text Free” chats between CV and “Millie” were located on Zayas’s Samsung Galaxy Note 5.

d. Forensic Review of CV’s Cellular Telephone and Zayas’s Galaxy Note 8

On or about January 18, 2022, in the Middle District of Florida, the defendant, Thomas Zayas, did knowingly possess material that contained images of child pornography, that is, visual depictions of a minor engaging in sexually explicit conduct, that had been shipped and transported using any means and facility of interstate and foreign commerce, and in and affecting interstate and foreign commerce by any means, including by computer, and that were produced using materials that had been shipped and transported in and affecting interstate and foreign commerce by any means, including by computer.

A forensic review of CV’s cellular telephone located CV’s text exchanges between CV and “Romeo,” and CV and “Millie.” A review of the text messages verified that CV sent nude images and videos to “Millie,” in which CV’s vagina and breasts were exposed to the camera. For example, on July 31, 2021, “Millie” requested CV to send an image of CV’s vagina. As the conversation continued, CV sent a text message that read “I hope you like it baby it’s all for you.” “Millie” responded, “Omg babe your pussy looks so fucking cute I want to suck on that for the entire night and your tits are so gorgeously sexy I love seeing your hair wet and your lips I can suck on them I got to masturbate to you right now I can’t freaking wait I’m going to finger myself so fucking hard that I wish it was your tongue in me ah I love you can you send the video to my

[messaging application] for some reason it doesn't let me save it to my personal file and I'm going to send you a hot sex talk text I miss the talk."

On August 1, 2021, as the conversation continued, "Millie" requested that CV produce a video stating, "Dam babe I want a video of you fingering yourself and hearing you say my name while you come..." CV responded, "...i'll send you a video later as I'm fingering myself and cumming as I'm moaning your name millie isn't it." CV did not send "Millie" a video on that day. On August 2, 2021, however, "Millie" continued to request that CV produce a video of CV masturbating. At approximately 9:46 pm, CV sent a message stating, "there." "Millie" responded, "4 seconds babe...you was suppose to say my name why you messing with me."

During the forensic review of CV's cellular telephone, a 26-second video was located. In the video, CV is masturbating and digitally penetrating her vagina. The video is a close up and CV's face is not observed. On February 16, 2022, an OCSO detective met with CV and showed CV this video. CV stated that she produced the video and sent the video to "Millie" during their conversation. The 26-second video CV produced was discovered on Zayas's Samsung Galaxy Note 8, in a folder indicating Zayas had previously deleted the video.

e. Second Interview of Zayas

On February 18, 2022, the FBI called Zayas and asked him to come to the OCSO. He did so voluntarily and, subsequent to being read his *Miranda* rights, provided the FBI with a full admission to the conduct, all while being video and audio recorded. Zayas provided the following information:

Zayas met CV while on a field trip with his minor child approximately four years ago. Approximately four years later, Zayas decided to contact CV. Zayas knew CV's age when he contacted her. The CV was between 12 and 16 years old. Zayas admitted that he created the "Romeo" and "Millie" personas to communicate with CV. Zayas communicated with CV because every other person he was talking to on the Internet was "fake." Zayas stated that previously, a woman he communicated with on the internet turned out to be a man. Zayas believed this is why he began communicating with CV.

Zayas could not explain why he exploited CV, but continued to blame the exploitation on "Millie." Zayas was shown the 26-second video that was discovered on his Samsung Galaxy Note 8. The video was a close up of CV's vagina as CV was masturbating. Zayas confirmed he received the video from CV. Zayas stated he deleted the video after he received it. Zayas could not explain why he victimized CV, nor why he chose to distribute the collage containing the nude images of CV and CV's face.