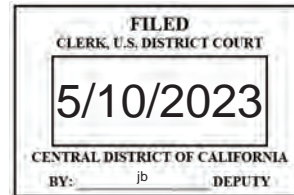


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10 Attorneys for Plaintiff
UNITED STATES OF AMERICA

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

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 TREVOR DANIEL JACOB,

17 Defendant.

No. CR 2:23-cr-00221-JFW

PLEA AGREEMENT FOR DEFENDANT
TREVOR DANIEL JACOB

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

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. Give up the right to indictment by a grand jury and,
28

1 at the earliest opportunity requested by the USAO and provided by the
2 Court, appear and plead guilty to a single count information in the
3 form attached to this agreement as Exhibit A or a substantially
4 similar form, which charges defendant with destruction and
5 concealment of tangible object with intent to obstruct federal
6 investigation, in violation of 18 U.S.C. § 1519.

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

8 c. Abide by all agreements regarding sentencing contained
9 in this agreement.

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

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

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

19 g. Pay the applicable special assessment at or before the
20 time of sentencing unless defendant has demonstrated a lack of
21 ability to pay such assessments.

22 THE USAO'S OBLIGATIONS

23 3. The USAO agrees to:

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

25 b. Abide by all agreements regarding sentencing contained
26 in this agreement.

27 c. At the time of sentencing, provided that defendant
28 demonstrates an acceptance of responsibility for the offense up to

1 and including the time of sentencing, recommend a two-level reduction
2 in the applicable Sentencing Guidelines offense level, pursuant to
3 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
4 additional one-level reduction if available under that section.

5 d. Recommend that defendant be sentenced to a term of
6 imprisonment no higher than the low end of the applicable Sentencing
7 Guidelines range, provided that the offense level used by the Court
8 to determine that range is 15 or higher and provided that the Court
9 does not depart downward in offense level or criminal history
10 category. For purposes of this agreement, the low end of the
11 Sentencing Guidelines range is that defined by the Sentencing Table
12 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the
13 term of imprisonment that may be permissible through the substitution
14 of community confinement or home detention as a result of the offense
15 level falling within Zone B or Zone C of the Sentencing Table.

16 NATURE OF THE OFFENSE

17 4. Defendant understands that for defendant to be guilty of
18 the crime charged in the single count information, that is,
19 destruction and concealment of tangible object with intent to
20 obstruct federal investigation, in violation of Title 18, United
21 States Code, Section 1519. the following must be true: (1) defendant
22 knowingly altered, destroyed, concealed, or falsified a tangible
23 object; and (2) defendant acted with the intent to impede, obstruct,
24 or influence an actual or contemplated investigation of a matter
25 within the jurisdiction of any department or agency of the United
26 States.

PENALTIES

1
2 5. Defendant understands that the statutory maximum sentence
3 that the Court can impose for a violation of Title 18, United States
4 Code, Section 1519 is: 20 years imprisonment; a three-year period of
5 supervised release; a fine of \$250,000 or twice the gross gain or
6 gross loss resulting from the offense, whichever is greatest; and a
7 mandatory special assessment of \$100.

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

17 7. Defendant understands that, by pleading guilty, defendant
18 may be giving up valuable government benefits and valuable civic
19 rights, such as the right to vote, the right to possess a firearm,
20 the right to hold office, and the right to serve on a jury. Defendant
21 understands that he is pleading guilty to a felony and that it is a
22 federal crime for a convicted felon to possess a firearm or
23 ammunition. Defendant understands that the conviction in this case
24 may also subject defendant to various other collateral consequences,
25 including but not limited to revocation of probation, parole, or
26 supervised release in another case and suspension or revocation of a
27 professional license. Defendant understands that unanticipated
28

1 collateral consequences will not serve as grounds to withdraw
2 defendant's guilty plea.

3 8. Defendant understands that, if defendant is not a United
4 States citizen, the felony conviction in this case may subject
5 defendant to: removal, also known as deportation, which may, under
6 some circumstances, be mandatory; denial of citizenship; and denial
7 of admission to the United States in the future. The Court cannot,
8 and defendant's attorney also may not be able to, advise defendant
9 fully regarding the immigration consequences of the felony conviction
10 in this case. Defendant understands that unexpected immigration
11 consequences will not serve as grounds to withdraw defendant's guilty
12 plea.

13 FACTUAL BASIS

14 9. Defendant admits that defendant is, in fact, guilty of the
15 offense to which defendant is agreeing to plead guilty. Defendant
16 and the USAO agree to the statement of facts provided below and agree
17 that this statement of facts is sufficient to support a plea of
18 guilty to the charge described in this agreement and to establish the
19 Sentencing Guidelines factors set forth in paragraph 11 below but is
20 not meant to be a complete recitation of all facts relevant to the
21 underlying criminal conduct or all facts known to either party that
22 relate to that conduct.

23 On November 24, 2021, defendant, an experienced pilot and sky
24 diver, took off in his Taylorcraft BL-65 airplane which bore Civil
25 Registration Number N 29508, from Lompoc City Airport on a solo
26 flight purportedly destined for Mammoth Lakes, California. However,
27 defendant did not intend to reach that destination. Instead,
28 pursuant to a scheme to gain notoriety and to make money, defendant

1 planned to eject from his airplane during the flight and to video
2 himself parachuting to the ground and his airplane as it descended
3 and crashed.

4 Prior to taking off, defendant mounted several video cameras on
5 different parts of the airplane and equipped himself with a
6 parachute, video camera, and a selfie stick. Approximately 35
7 minutes after taking off, while flying above the Los Padres National
8 Forest, near Santa Maria, California, defendant ejected from the
9 airplane, and videoed himself as he parachuted to the ground. Using
10 the video camera mounted on the selfie stick and the video cameras
11 mounted on the airplane, defendant was able to record the airplane as
12 it crashed into a dry brush area within Los Padres National Forest.

13 After parachuting to the ground, defendant hiked to the location
14 of the wreck and recovered the data containing the video recording of
15 defendant's flight and the crash of the airplane.

16 **LAUNCH OF FEDERAL INVESTIGATIONS**

17 On November 26, 2021, defendant informed the National
18 Transportation Safety Board ("NTSB"), an agency of the United States,
19 about the crash of his airplane. On or about that same date, the
20 NTSB launched an investigation into the crash, and NTSB Senior
21 Aviation Accident Investigator E.S. interviewed defendant by
22 telephone. During that interview, Investigator E.S. told defendant
23 that defendant was responsible for preserving the wreckage and that
24 the NTSB would need to see the wreckage. Investigator E.S.
25 emphasized to defendant that the focus was on identifying the
26 location of the wreckage before he could give defendant further
27 instructions. At the end of that interview, defendant agreed that he
28 would determine the location of the crash and provide it to

1 Investigator E.S. Defendant also agreed to provide Investigator E.S.
2 with videos of the accident.

3 On or about November 29, 2021, the Federal Aviation
4 Administration ("FAA"), an administration in the United States
5 Department of Transportation, also launched an investigation into the
6 November 24, 2021, crash of defendant's airplane.

7 **DEFENDANT'S CONCEALED RECOVERY AND DESTRUCTION OF THE AIRPLANE**
8 **WRECKAGE**

9 On or about November 30, 2021, Investigator E.S. followed-up
10 with defendant and asked defendant, by email, if defendant knew the
11 longitude and latitude coordinates for the aircraft wreckage.
12 Approximately an hour and a half later, defendant responded by email,
13 stating that he did not have the coordinates and was still trying to
14 figure out exactly where the wreck was located. Subsequently, on
15 January 3, 2022, Investigator E.S. again emailed defendant and, among
16 other things, asked, "Has the wreckage been recovered, if so, where
17 is it?" The following day, defendant responded by email and falsely
18 stated, "Also, I am not aware of the plane location."

19 Despite defendant's claim that he was not aware of the plane
20 wreckage location, defendant, in fact, had previously found the
21 wreckage and had removed it from the crash site. In early December
22 2021, defendant contacted a helicopter company in Paso Robles,
23 California, and asked the owner of that company, S.S., if he could
24 help defendant retrieve his airplane.

25 Thereafter, on or about December 10, 2021, S.S. picked up
26 defendant and defendant's friend in a helicopter at Rancho Sisquoc in
27 Santa Maria, California. Defendant and his friend had each driven a
28 pick-up truck to that location. Defendant informed S.S. of the

1 location of the plane wreckage, and they flew to the site of the
2 wreckage. There, defendant [REDACTED] secured the wreckage with
3 straps, and the helicopter subsequently lifted the wreckage, carried
4 it to the Rancho Sisquoc location, and loaded it into the trailer of
5 defendant's pick-up truck.

6 Defendant, followed by his friend, then drove the wreckage to
7 the Lompoc City Airport and unloaded the wreckage into a hangar used
8 by defendant. Thereafter, defendant cut up and destroyed the
9 airplane wreckage and, over the course of a few days, deposited the
10 detached parts of the wrecked aircraft into trash receptacles at the
11 airport and elsewhere.

12 Defendant took apart the airplane and deposited its parts in
13 trash receptacles with the intent to impede and obstruct Federal
14 authorities, namely, the FAA and/or NTSB from being able to inspect
15 the wreckage as part of their investigation into the November 24,
16 2021, crash of defendant's airplane.

17 **DEFENDANT'S PLAN TO MAKE MONEY FROM POSTING A VIDEO OF THE NOVEMBER**
18 **24, 2021, FLIGHT**

19 Prior to defendant's flight on November 24, 2021, defendant had
20 secured a sponsorship from a company that sold various products,
21 including a wallet. Pursuant to that sponsorship deal, defendant
22 would promote the company's wallet in the video to be posted by
23 defendant on YouTube. Defendant intended to make money by promoting
24 the wallet in the video that would depict, among other things,
25 defendant parachuting from the airplane, and the airplane descending
26 and crashing.

27 Consequently, on or about December 23, 2021, defendant uploaded
28 a video on YouTube that contained a promotion of the wallet and video

1 of, among other things: (1) defendant piloting the airplane; (2)
2 defendant exiting the airplane and parachuting to the ground; and (3)
3 the crash of the airplane.

4 **OTHER FALSE STATEMENTS BY DEFENDANT TO CONCEAL HIS SCHEME**

5 Prior to removing his airplane from the crash site and
6 destroying it, defendant had also made false statements to federal
7 authorities to impede the NTSB's and/or FAA's investigation into the
8 crash. For example, on or about November 30, 2021, defendant
9 completed and submitted an NTSB Pilot/Operator Aircraft Accident
10 Incident Report. In that report, defendant falsely indicated that he
11 had experienced a full loss of power approximately 35 minutes after
12 taking off.

13 In addition, on December 2, 2021, during a phone interview with
14 FAA Aviation Safety Inspector E.B., defendant falsely stated that the
15 airplane engine had quit, and, because defendant could not identify
16 any safe landing options, defendant parachuted out of the airplane.

17 Defendant knowingly made those false statements in order to
18 conceal the fact that he had purposely abandoned his airplane in
19 flight as part of his scheme to create a video to gain notoriety and
20 to make money.

21 SENTENCING FACTORS

22 10. Defendant understands that in determining defendant's
23 sentence the Court is required to calculate the applicable Sentencing
24 Guidelines range and to consider that range, possible departures
25 under the Sentencing Guidelines, and the other sentencing factors set
26 forth in 18 U.S.C. § 3553(a). Defendant understands that the
27 Sentencing Guidelines are advisory only, that defendant cannot have
28 any expectation of receiving a sentence within the calculated

1 Sentencing Guidelines range, and that after considering the
2 Sentencing Guidelines and the other § 3553(a) factors, the Court will
3 be free to exercise its discretion to impose any sentence it finds
4 appropriate up to the maximum set by statute for the crime of
5 conviction.

6 11. Defendant and the USAO agree to the following applicable
7 Sentencing Guidelines factors:

8 Base Offense Level:	14	U.S.S.G. § 2J1.2(a)
9 Specific Offense 10 Characteristics: (Selection 11 of essential or especially 12 probative object and extensive planning/preparation)	+2	U.S.S.G. § 2J1.2(b) (3) (B) and(C)

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

15 13. Defendant and the USAO reserve the right to argue for a
16 sentence outside the sentencing range established by the Sentencing
17 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a) (1),
18 (a) (2), (a) (3), (a) (6), and (a) (7). The USAO also reserves the right
19 to argue that a two-level upward adjustment for aggravated role under
20 U.S.S.G. § 3B1.1(c) should be applied in calculating the applicable
21 Sentencing Guidelines range, and that, as a condition of probation or
22 supervised release, defendant shall be prohibited from applying for
23 any type of pilot license.

24 WAIVER OF CONSTITUTIONAL RIGHTS

25 14. Defendant understands that by pleading guilty, defendant
26 gives up the following rights:

- 27 a. The right to persist in a plea of not guilty.
- 28 b. The right to a speedy and public trial by jury.

1 c. The right to be represented by counsel -- and if
2 necessary have the Court appoint counsel -- at trial. Defendant
3 understands, however, that, defendant retains the right to be
4 represented by counsel -- and if necessary have the Court appoint
5 counsel -- at every other stage of the proceeding.

6 d. The right to be presumed innocent and to have the
7 burden of proof placed on the government to prove defendant guilty
8 beyond a reasonable doubt.

9 e. The right to confront and cross-examine witnesses
10 against defendant.

11 f. The right to testify and to present evidence in
12 opposition to the charges, including the right to compel the
13 attendance of witnesses to testify.

14 g. The right not to be compelled to testify, and, if
15 defendant chose not to testify or present evidence, to have that
16 choice not be used against defendant.

17 h. Any and all rights to pursue any affirmative defenses,
18 Fourth Amendment or Fifth Amendment claims, and other pretrial
19 motions that have been filed or could be filed.

20 WAIVER OF APPEAL OF CONVICTION

21 15. Defendant understands that, with the exception of an appeal
22 based on a claim that defendant's guilty plea was involuntary, by
23 pleading guilty defendant is waiving and giving up any right to
24 appeal defendant's conviction on the offense to which defendant is
25 pleading guilty. Defendant understands that this waiver includes,
26 but is not limited to, arguments that the statute to which defendant
27 is pleading guilty is unconstitutional, and any and all claims that
28

1 the statement of facts provided herein is insufficient to support
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 16. Defendant agrees that, provided the Court imposes a total
5 term of imprisonment on all counts of conviction of no more than 24
6 months, defendant gives up the right to appeal all of the following:
7 (a) the procedures and calculations used to determine and impose any
8 portion of the sentence; (b) the term of imprisonment imposed by the
9 Court; (c) the fine imposed by the Court, provided it is within the
10 statutory maximum; (d) to the extent permitted by law, the
11 constitutionality or legality of defendant's sentence, provided it is
12 within the statutory maximum; (e) the term of probation or supervised
13 release imposed by the Court, provided it is within the statutory
14 maximum; and (f) any of the following conditions of probation or
15 supervised release imposed by the Court: the conditions set forth in
16 Second Amended General Order 20-04 of this Court; the drug testing
17 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the
18 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7);
19 and the prohibition that defendant shall not apply for a pilot
20 license of any type during the term of probation or supervised
21 release.

22 17. The USAO agrees that, provided (a) all portions of the
23 sentence are at or below the statutory maximum specified above and
24 (b) the Court imposes a term of imprisonment of no less than 18
25 months, the USAO gives up its right to appeal any portion of the
26 sentence.

1 United States Attorney, knowingly violates or fails to perform any of
2 defendant's obligations under this agreement ("a breach"), the USAO
3 may declare this agreement breached. All of defendant's obligations
4 are material, a single breach of this agreement is sufficient for the
5 USAO to declare a breach, and defendant shall not be deemed to have
6 cured a breach without the express agreement of the USAO in writing.
7 If the USAO declares this agreement breached, and the Court finds
8 such a breach to have occurred, then: (a) if defendant has previously
9 entered a guilty plea pursuant to this agreement, defendant will not
10 be able to withdraw the guilty plea, and (b) the USAO will be
11 relieved of all its obligations under this agreement.

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

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

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

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

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

7 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

8 OFFICE NOT PARTIES

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

14 24. Defendant understands that both defendant and the USAO are
15 free to: (a) supplement the facts by supplying relevant information
16 to the United States Probation and Pretrial Services Office and the
17 Court, (b) correct any and all factual misstatements relating to the
18 Court's Sentencing Guidelines calculations and determination of
19 sentence, and (c) argue on appeal and collateral review that the
20 Court's Sentencing Guidelines calculations and the sentence it
21 chooses to impose are not error, although each party agrees to
22 maintain its view that the calculations in paragraph 11 are
23 consistent with the facts of this case. While this paragraph permits
24 both the USAO and defendant to submit full and complete factual
25 information to the United States Probation and Pretrial Services
26 Office and the Court, even if that factual information may be viewed
27 as inconsistent with the facts agreed to in this agreement, this
28

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

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

13 NO ADDITIONAL AGREEMENTS

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

19 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

20 The parties agree that this agreement will be considered
21
22
23
24
25
26
27
28

1 part of the record of defendant's guilty plea hearing as if the
2 entire agreement had been read into the record of the proceeding.

3 AGREED AND ACCEPTED

4 UNITED STATES ATTORNEY'S OFFICE
5 FOR THE CENTRAL DISTRICT OF
6 CALIFORNIA

7 E. MARTIN ESTRADA
8 United States Attorney

9 

10 DENNIS MITCHELL
11 Assistant United States Attorney

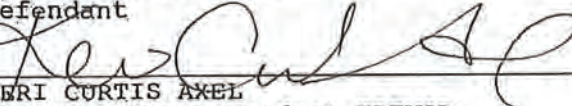
5-5-23
Date

12 

13 TREVOR DANIEL JACOB

14 Defendant

4-25-2023
Date

15 

16 KERI CURTIS AXEL
17 Attorney for Defendant TREVOR
18 DANIEL JACOB

8/1/2023
Date

19 CERTIFICATION OF DEFENDANT

20 I have read this agreement in its entirety. I have had enough
21 time to review and consider this agreement, and I have carefully and
22 thoroughly discussed every part of it with my attorney. I understand
23 the terms of this agreement, and I voluntarily agree to those terms.
24 I have discussed the evidence with my attorney, and my attorney has
25 advised me of my rights, of possible pretrial motions that might be
26 filed, of possible defenses that might be asserted either prior to or
27 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
28 of relevant Sentencing Guidelines provisions, and of the consequences
of entering into this agreement. No promises, inducements, or
representations of any kind have been made to me other than those
contained in this agreement. No one has threatened or forced me in


1 any way to enter into this agreement. I am satisfied with the
2 representation of my attorney in this matter, and I am pleading
3 guilty because I am guilty of the charge and wish to take advantage
4 of the promises set forth in this agreement, and not for any other
5 reason.

6 
7 TREVOR DANIEL JACOB
8 Defendant

4-25-2023
Date

9 CERTIFICATION OF DEFENDANT'S ATTORNEY

10 I am TREVOR JACOB's attorney. I have carefully and thoroughly
11 discussed every part of this agreement with my client. Further, I
12 have fully advised my client of his rights, of possible pretrial
13 motions that might be filed, of possible defenses that might be
14 asserted either prior to or at trial, of the sentencing factors set
15 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
16 provisions, and of the consequences of entering into this agreement.
17 To my knowledge: no promises, inducements, or representations of any
18 kind have been made to my client other than those contained in this
19 agreement; no one has threatened or forced my client in any way to
20 enter into this agreement; my client's decision to enter into this
21 agreement is an informed and voluntary one; and the factual basis set
22 forth in this agreement is sufficient to support my client's entry of
23 a guilty plea pursuant to this agreement.

24 
25 KERI CURTIS AXEL
26 Attorney for Defendant TREVOR
DANIEL JACOB

5/1/2023
Date