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SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

UNITED STATES OF AMERICA,)	No. CR 18-00348 LHK
Plaintiff,)	PLEA AGREEMENT
v.)	
VASILE MEREACRE,)	
Defendant.)	

Handwritten notes: 10/30/19, RE, V.M.

I, Vasile Mereacre, and the United States Attorney's Office for the Northern District of California (hereafter "the government") enter into this written Plea Agreement (the "Agreement") pursuant to Rule 11(c)(1)(A) and 11(c)(1)(B) of the Federal Rules of Criminal Procedure:

The Defendant's Promises

1. I agree to plead guilty to Count One of the captioned Superseding Information charging me with Conspiracy to Violate 18 U.S.C. §§ 1030(a)(7)(B) and (c)(3)(A), Extortion Involving Computers, in violation of 18 U.S.C. § 1030(b). I agree that the elements of a violation of 18 U.S.C. § 1030(b) are as follows: (1) Beginning in approximately October 2016, and continuing through at least

1 January 2017, I entered into an agreement with another individual to commit an offense under 18 U.S.C.
 2 §§ 1030(a)(7)(B) and (c)(3)(A), Extortion Involving Computers, in violation of 18 U.S.C. § 1030(b);
 3 and (2) I became a member of the conspiracy knowing of at least one of its objects and intending to help
 4 accomplish it.

5 I agree that the elements of 18 U.S.C. §§ 1030(a)(7)(B) and (c)(3)(A), Extortion Involving
 6 Computers, are as follows: (1) I acted with the intent to extort from any person any money or any other
 7 thing of value; and (2) by transmitting in interstate or foreign commerce a communication containing a
 8 threat to impair the confidentiality of information obtained from a protected computer without
 9 authorization or by exceeding authorized access.

10 I agree that the maximum penalties for a violation of 18 U.S.C. § 1030(b) are as follows:

- | | | |
|----|------------------------------------|-------------------------------|
| 11 | a. Maximum prison term | 5 years |
| 12 | b. Maximum fine | \$250,000 |
| 13 | c. Maximum supervised release term | 3 years |
| 14 | d. Restitution | To Be Determined by the Court |
| 15 | | |
| 16 | e. Mandatory special assessment | \$100 per felony count |
| 17 | f. Potential Deportation | |
| 18 | g. Forfeiture | |

19 I acknowledge that it is virtually certain that pleading guilty will have consequences with respect
 20 to my immigration status if I am not a natural born citizen of the United States. Under federal law, a
 21 broad range of crimes are removable offenses, including the offense to which I am pleading guilty.
 22 Removal and other immigration consequences are the subject of a separate proceeding, however, and I
 23 understand that no one, including my attorney or the district court, can predict to a certainty the effect of
 24 this conviction on my immigration status. I nevertheless affirm that I want to plead guilty regardless of
 25 any immigration consequences that may result from my guilty plea, even if the consequence is my
 26 automatic removal from the United States. I also acknowledge that there are no identical or
 27 substantially similar charges to non-removable offenses to which the government would agree.
 28

1 2. I agree that I am guilty of the offense to which I am pleading guilty, and I agree that the
2 following facts are true: From approximately October 2016 and continuing through approximately
3 January 2017, I engaged in a conspiracy with Brandon Glover (“Glover”) and others to use stolen
4 credentials in order to illegally obtain confidential databases and other data belonging to numerous
5 victim-corporations from their Amazon Web Services accounts. Specifically, I possessed stolen user
6 data, and used a custom-built GitHub account checker tool to determine if the stolen data was also used
7 as GitHub account credentials. I then identified valid GitHub account credentials for corporate
8 employees, and accessed several accounts belonging to the employees to search for Amazon Web
9 Services credentials. Once I found the Amazon Web Services credentials, I immediately used them to
10 access the Amazon Web Services’ Simple Storage Services, commonly known as S3, to search for and
11 download sensitive data. I possessed and controlled the data in order to induce payments from the
12 victim-corporations, and knew that the victim-corporations, several of whom were headquartered in the
13 Northern District of California, would sustain economic losses and damage to their reputations if the
14 data were to be publicly disclosed.

15 In order to induce payments, we contacted the victim-corporations using an alias and an
16 encrypted email account. Specifically, I used the email address “johndoughs@protonmail.com” (the
17 “johndoughs account”) to contact the victim-corporations to report a security vulnerability and demand
18 payment in exchange for deletion of the data. I was the primary drafter of our messages sent from the
19 johndoughs account; however, Glover consulted with me and helped me decide what to say. I
20 understand and agree that the emails to and from the johndoughs account were transmissions in
21 interstate commerce. On one occasion, we informed a victim-corporation that we had been paid by
22 another victim-corporation for identifying security vulnerabilities. We also sent the victim-corporations
23 a sample of the data in order for the victim-corporations to verify the authenticity of the data.

24 After examining the sample data, the victim-corporations communicated with us about a
25 payment in exchange for the deletion of the data. In some instances, the victim-corporations instructed
26 us to register with HackerOne. (HackerOne is a San Francisco-based company that operates “bug
27 bounty” programs for corporations. Bug bounty programs are services wherein individuals report
28

1 security vulnerabilities and receive recognition and compensation. Each corporation establishes the
2 rules and regulations of its bug bounty program.) In other instances, the victim-corporation stopped
3 communicating with us and did not pay us for the data. We targeted the following companies:

4 a. Uber: As part of the conspiracy, on or about November 14, 2016, we emailed the Chief
5 Security Officer at Uber at that time, using the johndoughs account. We claimed to have “found a major
6 vulnerability in uber, 1 [sic] was able to dump uber database and many other things.” In fact, we had
7 not discovered a vulnerability directly in Uber’s software, but had illegally accessed and downloaded 57
8 million records consisting of Uber customer data and Uber driver data from Uber’s Amazon Web
9 Services account.

10 Uber replied to our message the same day, beginning an email correspondence that would extend
11 through mid-January 2017. On November 14, 2016, we provided a snippet of the database that we had
12 obtained as proof of the data exfiltration. Uber confirmed that it was Uber’s data. In response, we
13 wrote, “Keep in mind this is not the only things I found. I can name 100 different more things I found
14 Me and My team expect a high compensation for this.” When Uber said that its maximum bounty
15 amount was generally \$10,000, and we replied “our minimum is 6 digits.” Uber eventually agreed, on
16 or about November 16, 2016, to make a \$100,000 payment in bitcoin through the HackerOne bug
17 bounty program. We registered on HackerOne to accept the payment, using the email address
18 williamloafmann@gmail.com. I also controlled that email account.

19 Before making the payment, Uber wanted us to sign a confidentiality agreement that required us
20 to destroy the data we had stolen. We instructed Uber to send the proposed agreement to both the
21 johndoughs and sportstickets7@gmail.com accounts. Uber wanted us to sign the confidentiality
22 agreements using our true names, and for approximately three weeks, we negotiated that and other
23 terms. By December 5, 2016, we were frustrated and sent an email that stated in relevant part: “Please
24 keep in mind, that the contract states All data will be deleted once the money is paid. The ball is in your
25 court.” On November 18, 2016, I signed two confidentiality agreements with Uber using the false name
26 “John Doughs.” A few days later, on November 21, 2016, I signed another confidentiality agreement
27 using the false name “William Loafmann.” Uber paid us the money in two \$50,000 installments, one on
28

1 December 8 and one on December 14, 2016.

2 By January 2017, Uber had discovered my true identity. I met with a representative from Uber
3 at a restaurant in a hotel in Toronto, Canada on January 5, 2017, admitted my role in the data breach
4 exfiltration, and signed a confidentiality agreement. The agreement required me to, among other things,
5 “promise that [I] have not and will not disclose anything about the vulnerabilities or [my] dialogue with
6 [Uber] to anyone for any purpose without [Uber’s] written permission” and “promise that [I] did not
7 take or store any data during or through [my] research and that [I] have delivered to [Uber] or
8 forensically destroyed all information about and/or analyses of the vulnerabilities.”

9 Furthermore, while Uber ultimately obtained confidentiality agreements from me and Glover,
10 neither Glover nor I ever disclosed to Uber that a third individual (“Individual One”) was involved in the
11 Uber data breach. I shared Uber’s Amazon Web Services’ credentials with Individual One, which
12 allowed him to access Uber’s Amazon Web Services account. Individual One is a technically proficient
13 hacker, and he was responsible for identifying the specific archive file that contained the 57 million user
14 records. Glover and I agreed to split our \$100,000 payment with Individual One in light of his
15 contribution. In the course of his participation, Individual One obtained a copy of the archive file
16 containing Uber’s user records. We requested that Individual One delete his copy, which he said he
17 would do, but I cannot be certain that he did so.

18 b. Lynda.com: As part of the conspiracy, on December 11, 2016, we emailed the security
19 team at LinkedIn using the johndoughs account to notify the company, which owns Lynda.com, that we
20 found a “security flaw compromising databases of Lynda.com along with credit card payments and
21 much more.” We were well aware there was not a security flaw, and that in fact, we possessed over
22 90,000 confidential Lynda.com user accounts that were illegally accessed and downloaded from
23 Lynda.com’s Amazon Web Services account. A few hours later, a member of LinkedIn’s security team
24 responded to us for an explanation of the alleged vulnerability. We responded with the following email
25 and attached a sample of the data:

26 Before I continue, I would like to say that this does not look good, I was able to
27 access backups upon backups, me and my team would like a huge reward for this,
28 [sic]. The things we found were some of the following, [L]ynda database, email
names addresses, usernames, some passwords, payments, we also found backend

1 code and many more. We also found partian [sic] [L]inkedin files. Before I continue,
2 I would like to ask that you guys will promise to compensate for this find.

3 The security team member and the johndoughs account continued to communicate about the
4 Lynda.com database, and the LinkedIn executive invited the johndoughs account to join LinkedIn's bug
5 bounty program through HackerOne.

6 After the invitation to join HackerOne was extended, we emailed the security team member
7 using the johndoughs account to inform him that: "[p]lease keep in mind, we expect a big payment as
8 this was hard work for us, we already helped a big corp which paid close to 7 digits, all went well."

9 We then established an account with HackerOne using the false name "William Loafmann" and
10 provided false information on the forms, and continued to communicate with LinkedIn using the
11 HackerOne communication platform. We stopped communicating with LinkedIn on approximately
12 January 16, 2017. The company did not pay us for the data or for confidentiality.

13 3. I agree to give up all rights that I would have if I chose to proceed to trial, including the
14 rights to a jury trial with the assistance of an attorney; to confront and cross-examine government
15 witnesses; to remain silent or testify; to move to suppress evidence or raise any other Fourth or Fifth
16 Amendment claims; to any further discovery from the government; and to pursue any affirmative
17 defenses and present evidence.

18 4. I agree to give up my right to appeal my conviction, including constitutional challenges
19 to the statute of conviction. I agree to give up my right to appeal the judgment and all orders of the
20 Court. I also agree to give up my right to appeal any aspect of my sentence, including any orders
21 relating to forfeiture and/or restitution, reserving only my right to claim that my sentence violated this
22 plea agreement, applicable law, or the Constitution. I reserve my right to claim that my counsel was
23 ineffective. I understand that this waiver includes, but is not limited to, any and all constitutional or
24 legal challenges to my conviction and guilty plea, including arguments that the statute to which I am
25 pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is
26 insufficient to support my plea of guilty.

27 5. I agree not to file any collateral attack on my conviction or sentence, including a petition
28 under 28 U.S.C. § 2255 or 28 U.S.C. § 2241, except that I reserve my right to claim that my counsel was

1 ineffective. I also agree not to seek relief under 18 U.S.C. § 3582.

2 6. I agree not to ask the Court to withdraw my guilty plea at any time after it is entered. In
3 the event I violate any of the terms of the Agreement, I agree that the facts set forth in Paragraph 2 of
4 this Agreement and, if applicable, the fact that I made a sworn admission to them in a previous court
5 proceeding, shall be admissible against me in any subsequent proceeding, including at trial. In any
6 subsequent proceeding conducted after I violate any of the terms of the Agreement, I expressly waive
7 any and all rights under Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410 with regard to the facts set forth in
8 Paragraph 2 of the Agreement and, if applicable, the fact that I made a sworn admission to them at a
9 previous court proceeding.

10 7. I understand that the Court must consult the United States Sentencing Guidelines and
11 take them into account when sentencing, together with the factors set forth in 18 U.S.C. § 3553(a).
12 I also agree that the sentencing range will be calculated by the Court. I reserve my right to join in a
13 possible government downward departure pursuant to U.S.S.G. § 5K1.1, and to argue for a variance
14 from the Guidelines range determined by the Court based on the factors in 18 U.S.C. § 3553(a). I
15 understand that the government is free to oppose any such request. I understand that regardless of the
16 sentence that the Court imposes on me, I will not be entitled, nor will I ask, to withdraw my guilty plea.

17 8. I agree that regardless of any other provision of this Agreement, the government may and
18 will provide the Court and the Probation Office with all information relevant to the charged offense and
19 the sentencing decision, including any victim impact statements and letters from the victim(s), and/or
20 their friends and family. I agree that, based on the nature of the offense, the Court should impose the
21 following special condition of supervised release which is reasonably related to deterrence and
22 rehabilitation:

23 Special Condition (Searches)

24 The defendant shall submit his person, residence, office, vehicle, electronic
25 devices and their data (including cell phones, computers, and electronic storage
26 media), and any property under defendant's control to a search. Such a search
27 shall be conducted by a United States Probation Officer or any federal, state, or
28 local law enforcement officer at any time, with or without suspicion. Failure to
submit to such a search may be grounds for revocation; the defendant shall warn
any residents that the premises may be subject to searches.

1 9. I agree that I will make a good-faith effort to pay any fine, forfeiture, or restitution I am
2 ordered to pay. I agree to pay the special assessment at the time of sentencing.

3 I agree to pay full restitution for all losses caused by all the schemes or offenses with which I
4 was charged in this case, and I understand that the amount of restitution will not be limited to the loss
5 attributable to the count to which I am pleading guilty, pursuant to 18 U.S.C. § 3663(a)(3). I understand
6 that the Court will not consider my economic circumstances in determining the restitution amount. I
7 agree to pay restitution in an amount to be set by the Court at the time of sentencing.

8 Any restitution payments shall be paid through the Office of the Clerk of the District Court by
9 bank or cashier's check or money order made payable to the "Clerk, United States District Court."

10 I understand that the restitution described above creates a lien in favor of the United States on all
11 property and rights to property I may possess upon entry of judgment and continues for the later of 20
12 years from the entry of judgment or 20 years after release from imprisonment or until the debt is paid in
13 full. I further understand the government will record a notice of the lien in any county where I reside or
14 have property. I further understand that this order of restitution cannot be discharged in bankruptcy and
15 that if I default on the payment of a fine or restitution, the Court may revoke probation or a term of
16 supervised release, modify the terms or conditions of probation or supervised release, resentence me,
17 hold me in contempt of court, order the sale of property, enter or adjust a payment schedule, or take any
18 other action necessary to obtain compliance.

19 At least sixty days prior to sentencing, I agree to complete, under penalty of perjury, a financial
20 statement provided by the U.S. Attorney's Office and to update that statement with material changes
21 within seven days of the change. I understand that I must identify all assets and financial interests
22 valued at more than \$1,000. I further understand that these assets and financial interests include all
23 assets and financial interests in which I have an interest, direct or indirect, whether held in my own name
24 or in the name of another, in any property, real or personal.

25 I agree to surrender assets I obtained as a result of my crimes, and release funds and property
26 under my control in order to pay any fine, forfeiture, or restitution. I further agree to notify the Financial
27 Litigation Unit, United States Attorney's Office ("FLU") before transferring any interest in property
28

owned directly or indirectly by me, including any interest held or owned under any other name or entity, including trusts, partnerships, and/or corporations. I also agree to notify the FLU of any interest in property I may obtain, directly or indirectly, including any interest obtained under any other name, or entity, including a trust, partnership, or corporation, after the execution of this Plea Agreement until the fine or restitution is paid in full.

I agree that any fine, forfeiture, or restitution imposed by the Court against me will be due immediately and subject to immediate enforcement by the government as authorized by 18 U.S.C. § 3613. I further understand that the government may seek immediate collection of the entire fine, forfeiture, or restitution from any assets without regard to any schedule of payments imposed by the Court or established by the Probation Office and that monetary penalties imposed by the Court will be submitted to the Treasury Offset Program so that any federal payment or transfer of returned property I receive may be offset and applied to federal debts.

10. I agree to cooperate with the U.S. Attorney's Office before and after I am sentenced. My cooperation will include, but will not be limited to, the following:

- a. I will meet with the government when requested;
- b. I will respond truthfully and completely to any and all questions put to me, whether in interviews, before a grand jury, or at any trial or other proceeding;
- c. I will provide all documents and other material asked for by the government;
- d. I will testify truthfully at any grand jury, court, or other proceeding as requested by the government;
- e. I will surrender any and all assets acquired or obtained directly or indirectly as a result of my illegal conduct;
- f. I will request continuances of my sentencing date, as necessary, until my cooperation is completed;
- g. I will participate in undercover activities under the supervision of law enforcement agents or the U.S. Attorney's Office.

11. I agree that the government's decision whether to file a motion pursuant to U.S.S.G. § 5K1.1 or 18 U.S.C. § 3553(e), as described in the government promises section below, is based on its sole and exclusive decision of whether I have provided substantial assistance and that decision will be binding on me. I understand that the government's decision whether to file such a motion, or the extent

1 of the departure recommended by any motion, will not depend on whether convictions are obtained in
2 any case. I also understand that the Court will not be bound by any recommendation made by the
3 government.

4 12. I agree not to commit or attempt to commit any crimes before sentence is imposed or
5 before I surrender to serve my sentence. I also agree not to violate the terms of my pretrial release; not
6 to intentionally provide false information to the Court, the Probation Office, Pretrial Services, or the
7 government; and not to fail to comply with any of the other promises I have made in this Agreement. I
8 agree that if I fail to comply with any promises I have made in this Agreement, then the government will
9 be released from all of its promises in this Agreement, including those set forth in the Government's
10 Promises Section below, but I will not be released from my guilty plea.

11 13. If I am prosecuted after failing to comply with any promises I made in this Agreement,
12 then (a) I agree that any statements I made to any law enforcement or other government agency or in
13 Court, whether or not made pursuant to the cooperation provisions of this Agreement, may be used in
14 any way; (b) I waive any and all claims under the United States Constitution, Rule 11(f) of the Federal
15 Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal statute or
16 rule, to suppress or restrict the use of my statements, or any leads derived from those statements; and (c)
17 I waive any defense to any prosecution that it is barred by a statute of limitations, if the limitations
18 period has run between the date of this Agreement and the date I am indicted.

19 14. I agree that I personally obtained and acquired \$50,000.00 from the violation in Count
20 One to which I am pleading guilty and I agree to the entry of a forfeiture money judgment in that
21 amount (the "Forfeiture Money Judgment"). I admit that the Forfeiture Money Judgment constitutes
22 proceeds from a violation of 18 U.S.C. § 1030(b), and thus is forfeitable to the United States pursuant to
23 the provisions of 18 U.S.C. § 1030(i)(1)(B) and the procedures outlined in Rule 32.2 of the Federal
24 Rules of Criminal Procedure and 21 U.S.C. § 853. I admit that because of my own acts or omissions,
25 the proceeds I originally obtained cannot be located upon the exercise of due diligence or have been
26 placed beyond the jurisdiction of the Court. As such, I agree that the procedures set forth in 21 U.S.C.
27 § 853(p)(2) are applicable.

1 I agree I will not contest any forfeiture proceeding that may be brought pursuant to this
 2 Agreement. I further agree to waive all constitutional and statutory challenges in any manner (including
 3 direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this
 4 Agreement on any ground, including that the forfeiture constitutes an excessive fine or punishment or
 5 that the forfeiture proceeding was brought in violation of any statute of limitations.

6 I agree to make payment to the United States of the entire amount of the Forfeiture Money
 7 Judgment. I agree that all payments I make towards the Forfeiture Money Judgment shall be made by
 8 certified or bank check, payable to the "United States" and sent by overnight delivery to the Chief of the
 9 Asset Forfeiture Unit, 450 Golden Gate Ave, 11th Floor, San Francisco, CA 94102, with the criminal
 10 docket number noted on the face of the check. I agree to assist fully the government in effecting the
 11 payment of the Forfeiture Money Judgment.

12 15. I agree that this Agreement contains all of the promises and agreements between the
 13 government and me, that this Agreement supersedes all previous agreements that I had with the
 14 government (including any "proffer" agreement), and I will not claim otherwise in the future. No
 15 modification of this Agreement shall be effective unless it is in writing and signed by all parties.

16 16. I agree that the Agreement binds the U.S. Attorney's Office for the Northern District of
 17 California only, and does not bind any other federal, state, or local agency.

18 The Government's Promises

19 17. The government agrees not to file any additional charges against the defendant that could
 20 be filed as a result of the investigation that led to the captioned Superseding Information, so long as the
 21 defendant has fully disclosed such conduct to the government and otherwise complied fully with this
 22 Agreement.

23 18. If, in its sole and exclusive judgment, the government decides that the defendant has
 24 cooperated fully and truthfully, provided substantial assistance to law enforcement authorities within the
 25 meaning of U.S.S.G. § 5K1.1, and otherwise complied fully with this Agreement, it will file with the
 26 Court a motion under § 5K1.1 and/or 18 U.S.C. § 3553 that explains the nature and extent of the
 27 defendant's cooperation and recommends a downward departure.
 28

1 The Defendant's Affirmations

2 19. I confirm that I have had adequate time to discuss this case, the evidence, and the
3 Agreement with my attorney and that my attorney has provided me with all the legal advice that I
4 requested.

5 20. I confirm that while I considered signing this Agreement, and at the time I signed it, I
6 was not under the influence of any alcohol, drug, or medicine that would impair my ability to understand
7 the Agreement.

8 21. I confirm that my decision to enter a guilty plea is made knowing the charges that have
9 been brought against me, any possible defense, and the benefits and possible detriments of proceeding to
10 trial. I also confirm that my decision to plead guilty is made voluntarily, and no one coerced or
11 threatened me to enter into this Agreement.

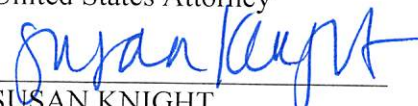
12 Dated: 10/30/19



13
14 VASILE MEREACRE
Defendant


15 DAVID L. ANDERSON
16 United States Attorney

17 Dated: 10/30/19

18 
19 SUSAN KNIGHT
AMIE D. ROONEY
Assistant United States Attorneys

20 22. I have fully explained to my client all the rights that a criminal defendant has and all the
21 terms of this Agreement. In my opinion, my client understands all the terms of this Agreement and all
22 the rights my client is giving up by pleading guilty, and, based on the information now known to me, my
23 client's decision to plead guilty is knowing and voluntary.

24
25 Dated: 10/30/19

26 
27 DORON WEINBERG
28 Counsel for Defendant Mereacre