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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN JOSE DIVISION

14 UNITED STATES OF AMERICA, ) No. CR 18-00348 LHK  
15 Plaintiff, ) PLEA AGREEMENT  
16 v. )  
17 BRANDON GLOVER, )  
18 Defendant. )

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

23 The Defendant's Promises

24 1. I agree to plead guilty to Count One of the captioned Superseding Information charging  
25 me with Conspiracy to Violate 18 U.S.C. §§ 1030(a)(7)(B) and (c)(3)(A), Extortion Involving  
26 Computers, in violation of 18 U.S.C. § 1030(b). I agree that the elements of a violation of 18 U.S.C.  
27 § 1030(b) are as follows: (1) Beginning in approximately October 2016, and continuing through at least

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

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:

a. Maximum prison term	5 years
b. Maximum fine	\$250,000
c. Maximum supervised release term	3 years
d. Restitution	To Be Determined by the Court
e. Mandatory special assessment	\$100 per felony count
f. Potential Deportation	
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.

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 Vasile Mereacre (“Mereacre”) 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, Mereacre used the email address “[johndoughs@protonmail.com](mailto:johndoughs@protonmail.com)”  
17 (the “johndoughs account”) to contact the victim-corporations to report a security vulnerability and  
18 demand payment in exchange for deletion of the data. Though Mereacre was the primary drafter of our  
19 messages sent from the johndoughs account, I consulted with him and helped him 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  
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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, we replied “our minimum is 6 digits.” Uber agreed, on or about  
 16 November 16, 2016, to make a \$100,000 payment in bitcoin through the HackerOne bug bounty  
 17 program. We registered on HackerOne to accept the payment, using the email address  
 18 williamloafmann@gmail.com.

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.” Uber paid us the money in two \$50,000 installments, one on December 8 and one on December  
 26 14, 2016.

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

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

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

24 Before I continue, I would like to say that this does not look good, I was able to  
 25 access backups upon backups, me and my team would like a huge reward for this,  
 26 [sic]. The things we found were some of the following, [L]ynda database, email  
 27 names addresses, usernames, some passwords, payments, we also found backend  
 code and many more. We also found partian [sic] [L]inkedin files. Before I continue,  
 I would like to ask that you guys will promise to compensate for this find.

28 The security team member and the johndoughs account continued to communicate about the

1 Lynda.com database, and the LinkedIn executive invited the johndoughs account to join LinkedIn's bug  
 2 bounty program through HackerOne.

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

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

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

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

24 5. I agree not to file any collateral attack on my conviction or sentence, including a petition  
 25 under 28 U.S.C. § 2255 or 28 U.S.C. § 2241, except that I reserve my right to claim that my counsel was  
 26 ineffective. I also agree not to seek relief under 18 U.S.C. § 3582.

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

8        7. I understand that the Court must consult the United States Sentencing Guidelines and  
9 take them into account when sentencing, together with the factors set forth in 18 U.S.C. § 3553(a). I  
10 also understand that the Court is not bound by the Guidelines calculations below, the Court may  
11 conclude that a higher Guidelines range applies to me, and, if it does, I will not be entitled, nor will I  
12 ask, to withdraw my guilty plea. I also agree that regardless of the sentence that the Court imposes on  
13 me, I will not be entitled, nor will I ask, to withdraw my guilty plea. I further agree that the Sentencing  
14 Guidelines offense level should be calculated as follows, except that I reserve my right to argue for a  
15 downward departure pursuant to U.S.S.G. § 5K1.1 and for a variance under the factors outlined in 18  
16 U.S.C. § 3553(e). The parties have reached no agreement regarding my Criminal History Category.

- a. Base Offense Level:  
(U.S.S.G. § 2X1.1(a) – Conspiracy; Use the Base Offense Level from Substantive Offense; U.S.S.G. § 2B3.2(a) - Extortion)
  - b. Specific Offense Characteristics: + 2  
(U.S.S.G. § 2B3.2(b)(2) – Demand Greater Than \$20K, Use Loss Table per U.S.S.G. § 2B3.1(b)(7)(C) – Loss More Than \$95,000 but Less Than \$500,000)
  - c. Acceptance of Responsibility: - 3  
If I meet the requirements of U.S.S.G. § 3E1.1, through sentencing, I may be entitled to a three-level reduction for acceptance of responsibility, provided that I forthrightly admit my guilt, cooperate with the Court and the Probation Office in any presentence investigation ordered by the Court, and continue to manifest an acceptance of responsibility through and including the time of sentencing.
  - d. Adjusted Offense Level:

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

7                   Special Condition (Searches)

8                   The defendant shall submit his person, residence, office, vehicle, electronic  
 9 devices and their data (including cell phones, computers, and electronic storage  
 10 media), and any property under defendant's control to a search. Such a search  
 11 shall be conducted by a United States Probation Officer or any federal, state, or  
 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.

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

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

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

21                   I understand that the restitution described above creates a lien in favor of the United States on all  
 22 property and rights to property I may possess upon entry of judgment and continues for the later of 20  
 23 years from the entry of judgment or 20 years after release from imprisonment or until the debt is paid in  
 24 full. I further understand the government will record a notice of the lien in any county where I reside or  
 25 have property. I further understand that this order of restitution cannot be discharged in bankruptcy and  
 26 that if I default on the payment of a fine or restitution, the Court may revoke probation or a term of  
 27 supervised release, modify the terms or conditions of probation or supervised release, resentence me,

1 hold me in contempt of court, order the sale of property, enter or adjust a payment schedule, or take any  
 2 other action necessary to obtain compliance.

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

9 I agree to surrender assets I obtained as a result of my crimes, and release funds and property  
 10 under my control in order to pay any fine, forfeiture, or restitution. I further agree to notify the Financial  
 11 Litigation Unit, United States Attorney's Office ("FLU") before transferring any interest in property  
 12 owned directly or indirectly by me, including any interest held or owned under any other name or entity,  
 13 including trusts, partnerships, and/or corporations. I also agree to notify the FLU of any interest in  
 14 property I may obtain, directly or indirectly, including any interest obtained under any other name, or  
 15 entity, including a trust, partnership, or corporation, after the execution of this Plea Agreement until the  
 16 fine or restitution is paid in full.

17 I agree that any fine, forfeiture, or restitution imposed by the Court against me will be due  
 18 immediately and subject to immediate enforcement by the government as authorized by 18 U.S.C.  
 19 § 3613. I further understand that the government may seek immediate collection of the entire fine,  
 20 forfeiture, or restitution from any assets without regard to any schedule of payments imposed by the  
 21 Court or established by the Probation Office and that monetary penalties imposed by the Court will be  
 22 submitted to the Treasury Offset Program so that any federal payment or transfer of returned property I  
 23 receive may be offset and applied to federal debts.

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

- 26     a. I will meet with the government when requested;
- 27     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;

- 1       c. I will provide all documents and other material asked for by the government;
- 2       d. I will testify truthfully at any grand jury, court, or other proceeding as requested by the
- 3       government;
- 4       e. I will surrender any and all assets acquired or obtained directly or indirectly as a result of
- 5       my illegal conduct;
- 6       f. I will request continuances of my sentencing date, as necessary, until my cooperation is
- 7       completed;
- 8       g. I will participate in undercover activities under the supervision of law enforcement agents
- 9       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 of the departure recommended by any motion, will not depend on whether convictions are obtained in any case. I also understand that the Court will not be bound by any recommendation made by the government.

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

13. If I am prosecuted after failing to comply with any promises I made in this Agreement, then (a) I agree that any statements I made to any law enforcement or other government agency or in Court, whether or not made pursuant to the cooperation provisions of this Agreement, may be used in any way; (b) I waive any and all claims under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal statute or rule, to suppress or restrict the use of my statements, or any leads derived from those statements; and (c)

1 I waive any defense to any prosecution that it is barred by a statute of limitations, if the limitations  
 2 period has run between the date of this Agreement and the date I am indicted.

3       14. I agree to forfeit my interest in a Seagate 500 gigabyte hard drive bearing Serial Number  
 4 S21HNXAG474617F (hereafter "subject property") that was seized by the Federal Bureau of  
 5 Investigation during the execution of a search warrant at my residence in Winter Springs, Florida.  
 6 I admit that the subject property was used to commit or facilitate the crime, and thus is forfeitable to the  
 7 United States pursuant to the provisions of 18 U.S.C. §§ 981(a)(1)(C), 1030(i) and (j), and the  
 8 procedures outlined in Rule 32.2 of the Federal Rules of Criminal Procedure and 21 U.S.C. § 853. I  
 9 relinquish any and all right, title, and interest I may have in the subject property and agree that such  
 10 right, title, and interest can be forfeited to the United States without further notice to me. I also agree I  
 11 will not contest any administrative or judicial forfeiture proceeding (whether criminal, civil, state or  
 12 federal) which may be brought against said property. I further agree to waive all constitutional and  
 13 statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any  
 14 forfeiture carried out in accordance with this Agreement on any grounds, including that the forfeiture  
 15 constitutes an excessive fine or punishment or that the forfeiture proceeding was brought in violation of  
 16 the statute of limitations.

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

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

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

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

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

16 The Government's Promises

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

21 19. The government agrees to recommend a sentence no higher than the range associated  
22 with the Guidelines calculation set out in paragraph 7 above, unless the defendant fails to comply with  
23 any promises in this Agreement or fails to accept responsibility. As noted in paragraph 8, the  
24 government will provide the Court with any victim impact statements as well as letters from the  
25 victim(s) and/or their friends and family and any sentencing requests that they make to the court are not  
26 subject to any restrictions.

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

5 The Defendant's Affirmations

6 21. I confirm that I have had adequate time to discuss this case, the evidence, and the  
7 Agreement with my attorney and that my attorney has provided me with all the legal advice that I  
8 requested.

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

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

16 Dated:

17 10/30/19

18   
19 BRANDON GLOVER  
20 Defendant

21

22 Dated:

23 10/30/19

24 DAVID L. ANDERSON  
25 United States Attorney  
26   
27 SUSAN KNIGHT  
28 AMIE D. ROONEY  
Assistant United States Attorneys

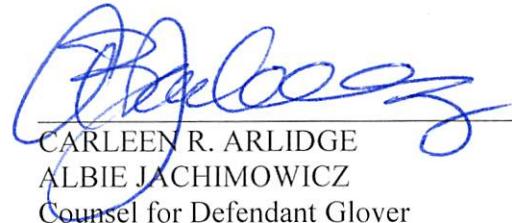
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1       24. I have fully explained to my client all the rights that a criminal defendant has and all the  
2 terms of this Agreement. In my opinion, my client understands all the terms of this Agreement and all  
3 the rights my client is giving up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

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6 Dated: OCTOBER 30, 2019  
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CARLEEN R. ARLIDGE  
ALBIE JACHIMOWICZ  
Counsel for Defendant Glover