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UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
RYAN MITCHELL KRAMER,  
  
Defendant.

No. 2:25-CR-00333-AB

PLEA AGREEMENT FOR DEFENDANT  
RYAN MITCHELL KRAMER

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

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a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a two-count information in the form attached to this agreement as Exhibit A or a substantially similar form, which charges defendant with violations of 18 U.S.C. § 1030(a)(2)(C), (c)(2)(B)(iii) (Accessing a Computer and Obtaining Information) (Count 1) and 18 U.S.C. § 1030(a)(7), (c)(3)(A) (Threatening to Damage a Protected Computer) (Count 2).

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

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

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

1           i. Defendant shall be limited to maintaining no more  
2 than one virtual currency wallet, and that one wallet shall be used  
3 for all virtual currency transactions. Defendant shall not obtain or  
4 open any virtual currency wallets/accounts without prior approval of  
5 the Probation Officer. All virtual currency transactions, along with  
6 any virtual currency wallet Extended Public Keys (XPUB), shall be  
7 disclosed to the Probation Officer upon request. Defendant shall be  
8 limited to only using and possessing open public blockchain virtual  
9 currencies and restricted from using privacy-based blockchain virtual  
10 currencies, unless prior approval is obtained from the Probation  
11 Officer.

12           ii. Defendant shall possess and use only those  
13 digital devices, screen usernames, email accounts, social media  
14 accounts, messaging applications, and cloud storage accounts, as well  
15 as any passwords or passcodes for all such digital devices and  
16 accounts, that have been disclosed to the Probation Officer upon  
17 commencement of supervision. Any new devices, accounts,  
18 applications, passwords, or passcodes are to be disclosed to the  
19 Probation Officer prior to the first use. A digital device is any  
20 electronic system or device that can access, view, obtain, store, or  
21 transmit digital data related to email accounts, financial accounts,  
22 and social media accounts.

23           iii. All computers, computer-related devices, and  
24 their peripheral equipment, used by defendant shall be subject to  
25 search, seizure, and computer monitoring. This shall not apply to  
26 items used at the employment site that are maintained and monitored  
27 by the employer.

1           iv. Defendant shall comply with the rules and  
2 regulations of the Computer Monitoring Program. Defendant shall pay  
3 the cost of the Computer Monitoring Program unless defendant  
4 demonstrates an inability to pay, as determined by the Probation  
5 Officer.

6           v. Defendant shall comply with the Internal Revenue  
7 Service's reporting requirements as they pertain to virtual  
8 currencies and shall provide proof of having done so to the Probation  
9 Officer.

10           vi. Defendant shall submit defendant's person,  
11 property, house, residence, vehicle, papers, computers, cell phones,  
12 other electronic communications or data storage devices or media,  
13 email accounts, social media accounts, cloud storage accounts, or  
14 other areas under the defendant's control, to a search conducted by a  
15 United States Probation Officer or law enforcement officer. Failure  
16 to submit to a search may be grounds for revocation. The defendant  
17 shall warn any other occupants that the premises may be subject to  
18 searches pursuant to this condition. Any search pursuant to this  
19 condition will be conducted at a reasonable time and in a reasonable  
20 manner upon reasonable suspicion that the defendant has violated a  
21 condition of his supervision and that the areas to be searched  
22 contain evidence of this violation.

23                           THE USAO'S OBLIGATIONS

24           3. The USAO agrees to:

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

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

1           c. At the time of sentencing, provided that defendant  
2 demonstrates an acceptance of responsibility for the offenses up to  
3 and including the time of sentencing, recommend a two-level reduction  
4 in the applicable Sentencing Guidelines offense level, pursuant to  
5 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
6 additional one-level reduction if available under that section.

7                           NATURE OF THE OFFENSES

8           4. Defendant understands that for defendant to be guilty of  
9 the crime charged in count one, that is, accessing a computer and  
10 obtaining information, in violation of 18 U.S.C. § 1030(a)(2)(C),  
11 (c)(2)(B)(iii), the following must be true: (i) defendant  
12 intentionally accessed without authorization a protected computer;  
13 (ii) by accessing a computer without authorization, defendant  
14 obtained information from a computer that was used in or affecting  
15 interstate or foreign commerce or communication; and (iii) and the  
16 value of the information obtained exceeded \$5,000.

17           5. Defendant understands that for defendant to be guilty of  
18 the crime charged in count two, that is, threatening to damage a  
19 protected computer, in violation of 18 U.S.C. § 1030(a)(7)(C),  
20 (c)(3)(A), the following must be true: (i) defendant transmitted a  
21 communication in interstate or foreign commerce; (ii) defendant acted  
22 with intent to extort money or any other thing of value from any  
23 individual, firm, corporation, educational institution, financial  
24 institution, government entity, or legal or other entity; (iii) the  
25 communication contained a threat to impair the confidentiality of  
26 information from a computer without authorization; and (iv)  
27 defendant's threat concerned a computer that was used in or affected  
28 interstate or foreign commerce or communication.

PENALTIES AND RESTITUTION

6. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 18 U.S.C. § 1030(a)(2)(C), (c)(2)(B)(iii) (Count One), is: 5 years' imprisonment; a 3-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

7. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 18 U.S.C. § 1030(a)(7)(C), (c)(3)(A) (Count Two), is: 5 years' imprisonment; a 3-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

8. Defendant understands, therefore, that the total maximum sentence for all offenses to which defendant is pleading guilty is: 10 years' imprisonment; a 3-year period of supervised release; a fine of \$500,000 or twice the gross gain or gross loss resulting from the offenses, whichever is greatest; and a mandatory special assessment of \$200.

9. Defendant understands that defendant will be required to pay full restitution to the victim(s) of the offenses to which defendant is pleading guilty. Defendant agrees that, in return for the USAO's compliance with its obligations under this agreement, the Court may order restitution to persons other than the victim(s) of the offenses to which defendant is pleading guilty and in amounts greater than those alleged in the counts to which defendant is pleading guilty. In particular, defendant agrees that the Court may

1 order restitution to any victim of any of the following for any  
2 losses suffered by that victim as a result: (a) any relevant conduct,  
3 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to  
4 which defendant is pleading guilty; and (b) any charges not  
5 prosecuted pursuant to this agreement as well as all relevant  
6 conduct, as defined in U.S.S.G. § 1B1.3, in connection with those  
7 charges.

8 10. 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 11. 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.  
21 Defendant understands that he is pleading guilty to a felony and that  
22 it is a federal crime for a convicted felon to possess a firearm or  
23 ammunition. Defendant understands that the convictions 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 pleas.

3 12. Defendant understands that, if defendant is not a United  
4 States citizen, the felony convictions 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  
10 convictions in this case. Defendant understands that unexpected  
11 immigration consequences will not serve as grounds to withdraw  
12 defendant's guilty pleas.

#### 13 FACTUAL BASIS

14 13. Defendant admits that defendant is, in fact, guilty of the  
15 offenses 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 pleas of guilty  
18 to the charges described in this agreement and to establish the  
19 Sentencing Guidelines factors set forth in paragraph 15 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 In early 2024, defendant posted a computer program on various  
24 online platforms, including GitHub, that purported to be computer  
25 software that could be used to create A.I.-generated art but that  
26 was, in fact, a malicious file that enabled defendant to gain access  
27 to victims' computers. Sometime between April and May 2024, victim  
28 M.V. downloaded the malicious file defendant posted on GitHub, and



1 defendant gained access to M.V.'s personal computer, including an  
2 online account where M.V. stored login credentials and passwords for  
3 M.V.'s personal and work accounts. After gaining unauthorized access  
4 to M.V.'s computer and online accounts, defendant accessed an online  
5 communications account -- namely, a Slack account -- that M.V. used  
6 as an employee of the Walt Disney Company. By accessing M.V.'s  
7 Disney Slack account, defendant gained access to non-public Disney  
8 Slack channels, and in or around May 2024, defendant downloaded  
9 approximately 1.1 terabytes of confidential data from thousands of  
10 Disney Slack channels. Defendant admits that the value of the  
11 information obtained from Disney exceeded at least \$5,000.

12 In July 2024, defendant contacted M.V. via email and the online  
13 messaging platform Discord, pretending to be a member of a fake  
14 Russia-based hacktivist group called "NullBulge." The emails and  
15 Discord message contained threats to leak M.V.'s personal information  
16 and Disney's Slack data. One message defendant sent to M.V. on July  
17 8, 2024, threatened that in order to "ensure this information remains  
18 undisclosed, I need your cooperation," and warned that if M.V.  
19 contacted anyone about the message, "we will drop our data publicly  
20 and loudly without so much as a warning." Defendant also threatened  
21 that this would be a "major, major mistake" for M.V.'s "information  
22 and career at Disney." Another email sent to M.V. on July 12, 2024,  
23 with the subject line "You sure that's how you want to play?",  
24 stated, in part, "Respond, do what we want, or end up on the net.  
25 Your choice. We will not contact you again."

26 On July 12, 2024, after M.V. did not respond to defendant's  
27 threats, defendant publicly released the stolen Disney Slack files,  
28 as well as M.V.'s bank, medical, and personal information on multiple

1 online platforms. On July 14, 2024, following the leak of M.V.'s and  
2 Disney's data, M.V. received a final email from defendant, again  
3 using a NullBulge address that stated, in part, "just wanted to check  
4 in to see if you believe us now. We are willing to take your data  
5 down, but not for free. Let us know." In addition to M.V.,  
6 defendant admits that at least two other victims downloaded  
7 defendant's malicious file, and that defendant was able to gain  
8 unauthorized access to their computers and accounts.

9 SENTENCING FACTORS

10 14. Defendant understands that in determining defendant's  
11 sentence the Court is required to calculate the applicable Sentencing  
12 Guidelines range and to consider that range, possible departures  
13 under the Sentencing Guidelines, and the other sentencing factors set  
14 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
15 Sentencing Guidelines are advisory only, that defendant cannot have  
16 any expectation of receiving a sentence within the calculated  
17 Sentencing Guidelines range, and that after considering the  
18 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
19 be free to exercise its discretion to impose any sentence it finds  
20 appropriate up to the maximum set by statute for the crimes of  
21 conviction.

22 15. Defendant and the USAO agree to the following applicable  
23 Sentencing Guidelines factors:

24	Base Offense Level:	6	U.S.S.G. § 2B1.1(a)(2)
25	Specific Offense		
26	Characteristics:		
27	Sophisticated Means	+2	U.S.S.G. § 2B1.1(b)(10)(C)
28	Conviction under § 1030	+2	U.S.S.G. § 2B1.1(b)(18)(A)

1 Defendant and the USAO reserve the right to argue that additional  
2 specific offense characteristics, adjustments, and departures under  
3 the Sentencing Guidelines are appropriate, including the application  
4 of an enhancement based on the loss amount under U.S.S.G.  
5 § 2B1.1(b) (1).

6 16. Defendant understands that there is no agreement as to  
7 defendant's criminal history or criminal history category.

8 17. Defendant and the USAO reserve the right to argue for a  
9 sentence outside the sentencing range established by the Sentencing  
10 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a) (1),  
11 (a) (2), (a) (3), (a) (6), and (a) (7).

12 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 15 a. The right to persist in a plea of not guilty.
- 16 b. The right to a speedy and public trial by jury.
- 17 c. The right to be represented by counsel -- and if  
18 necessary have the Court appoint counsel -- at trial. Defendant  
19 understands, however, that, defendant retains the right to be  
20 represented by counsel -- and if necessary have the Court appoint  
21 counsel -- at every other stage of the proceeding.
- 22 d. The right to be presumed innocent and to have the  
23 burden of proof placed on the government to prove defendant guilty  
24 beyond a reasonable doubt.
- 25 e. The right to confront and cross-examine witnesses  
26 against defendant.

1           f.    The right to testify and to present evidence in  
2 opposition to the charges, including the right to compel the  
3 attendance of witnesses to testify.

4           g.    The right not to be compelled to testify, and, if  
5 defendant chose not to testify or present evidence, to have that  
6 choice not be used against defendant.

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

10                   WAIVER OF RETURN OF DIGITAL DATA

11           19.   Understanding that the government has in its possession  
12 digital devices and/or digital media seized from defendant, defendant  
13 waives any right to the return of digital data contained on those  
14 digital devices and/or digital media and agrees that if any of these  
15 digital devices and/or digital media are returned to defendant, the  
16 government may delete all digital data from those digital devices  
17 and/or digital media before they are returned to defendant.

18                   WAIVER OF APPEAL OF CONVICTION

19           20.   Defendant understands that, with the exception of an appeal  
20 based on a claim that defendant's guilty pleas were involuntary, by  
21 pleading guilty defendant is waiving and giving up any right to  
22 appeal defendant's convictions on the offenses to which defendant is  
23 pleading guilty. Defendant understands that this waiver includes,  
24 but is not limited to, arguments that the statutes to which defendant  
25 is pleading guilty are unconstitutional, and any and all claims that  
26 the statement of facts provided herein is insufficient to support  
27 defendant's pleas of guilty.

1                                    WAIVER OF APPEAL AND COLLATERAL ATTACK

2            21. Defendant gives up the right to appeal all of the  
3 following: (a) the procedures and calculations used to determine and  
4 impose any portion of the sentence; (b) the term of imprisonment  
5 imposed by the Court, including, to the extent permitted by law, the  
6 constitutionality or legality of defendant's sentence, provided it is  
7 within the statutory maximum; (c) the fine imposed by the Court,  
8 provided it is within the statutory maximum; (d) the term of  
9 probation or supervised release imposed by the Court, provided it is  
10 within the statutory maximum; and (e) any of the following conditions  
11 of probation or supervised release imposed by the Court: the  
12 conditions set forth in Second Amended General Order 20-04 of this  
13 Court; the drug testing conditions mandated by 18 U.S.C.  
14 §§ 3563(a)(5) and 3583(d); the alcohol and drug use conditions  
15 authorized by 18 U.S.C. § 3563(b)(7); and any conditions of probation  
16 or supervised release agreed to by defendant in paragraph 2 above.

17            22. Defendant also gives up any right to bring a post-  
18 conviction collateral attack on the convictions or sentence, except a  
19 post-conviction collateral attack based on a claim of ineffective  
20 assistance of counsel, a claim of newly discovered evidence, or an  
21 explicitly retroactive change in the applicable Sentencing  
22 Guidelines, sentencing statutes, or statutes of conviction.  
23 Defendant understands that this waiver includes, but is not limited  
24 to, arguments that the statutes to which defendant is pleading guilty  
25 are unconstitutional, and any and all claims that the statement of  
26 facts provided herein is insufficient to support defendant's pleas of  
27 guilty.

1           23. This agreement does not affect in any way the right of the  
2 USAO to appeal the sentence imposed by the Court.

3                           RESULT OF WITHDRAWAL OF GUILTY PLEA

4           24. Defendant agrees that if, after entering guilty pleas  
5 pursuant to this agreement, defendant seeks to withdraw and succeeds  
6 in withdrawing defendant's guilty pleas on any basis other than a  
7 claim and finding that entry into this plea agreement was  
8 involuntary, then (a) the USAO will be relieved of all of its  
9 obligations under this agreement; and (b) should the USAO choose to  
10 pursue any charge that was either dismissed or not filed as a result  
11 of this agreement, then (i) any applicable statute of limitations  
12 will be tolled between the date of defendant's signing of this  
13 agreement and the filing commencing any such action; and  
14 (ii) defendant waives and gives up all defenses based on the statute  
15 of limitations, any claim of pre-indictment delay, or any speedy  
16 trial claim with respect to any such action, except to the extent  
17 that such defenses existed as of the date of defendant's signing this  
18 agreement.

19                           EFFECTIVE DATE OF AGREEMENT

20           25. This agreement is effective upon signature and execution of  
21 all required certifications by defendant, defendant's counsel, and an  
22 Assistant United States Attorney.

23                           BREACH OF AGREEMENT

24           26. Defendant agrees that if defendant, at any time after the  
25 signature of this agreement and execution of all required  
26 certifications by defendant, defendant's counsel, and an Assistant  
27 United States Attorney, knowingly violates or fails to perform any of  
28 defendant's obligations under this agreement ("a breach"), the USAO

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

10 27. Following the Court's finding of a knowing breach of this  
11 agreement by defendant, should the USAO choose to pursue any charge  
12 that was either dismissed or not filed as a result of this agreement,  
13 then:

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

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

22 c. Defendant agrees that: (i) any statements made by  
23 defendant, under oath, at the guilty plea hearing (if such a hearing  
24 occurred prior to the breach); (ii) the agreed to factual basis  
25 statement in this agreement; and (iii) any evidence derived from such  
26 statements, shall be admissible against defendant in any such action  
27 against defendant, and defendant waives and gives up any claim under  
28 the United States Constitution, any statute, Rule 410 of the Federal

1 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
2 Procedure, or any other federal rule, that the statements or any  
3 evidence derived from the statements should be suppressed or are  
4 inadmissible.

5 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

6 OFFICE NOT PARTIES

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

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



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

11                               NO ADDITIONAL AGREEMENTS

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

17 //

18 //

19 //

1 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

2 32. The parties agree that this agreement will be considered  
3 part of the record of defendant's guilty plea hearing as if the  
4 entire agreement had been read into the record of the proceeding.

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE  
7 FOR THE CENTRAL DISTRICT OF  
8 CALIFORNIA

9 BILAL A. ESSAYLI  
United States Attorney

10 

04/30/2025

11 LAUREN RESTREPO  
MAXWELL COLL  
Assistant United States Attorneys

Date

12 

4/26/2025

13 RYAN MITCHELL KRAMER  
Defendant

Date

14 

4.26.2025

15 ALAN EISNER, ESQ.  
Attorney for Defendant RYAN  
16 MITCHELL **KRAMER**

Date

CERTIFICATION OF DEFENDANT

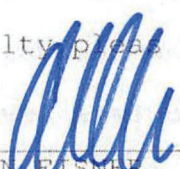
I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), 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 any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
\_\_\_\_\_  
RYAN MITCHELL KRAMER  
Defendant

4/26/25  
\_\_\_\_\_  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

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

  
ALAN EISNER, ESQ.  
Attorney for Defendant RYAN  
MITCHELL KRAMER

4-26-2025  
Date



EXHIBIT A

DRAFT

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
RYAN MITCHELL KRAMER,  
aka "NullBulge,"  
  
Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 1030(a)(2)(C),  
(c)(2)(B)(iii): Accessing a Computer  
and Obtaining Information; 18 U.S.C.  
§ 1030(a)(7), (c)(3)(A): Threatening  
to Damage a Protected Computer; 18  
U.S.C. §§ 982 and 1030(i): Criminal  
Forfeiture]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1030(a)(2)(C), (c)(2)(B)(iii)]

On or about May 14, 2024, in Los Angeles County, within the  
Central District of California, and elsewhere, defendant RYAN  
MITCHELL KRAMER, also known as ("aka") "NullBulge," intentionally  
accessed a computer without authorization, and thereby obtained  
information the value of which exceeded \$5,000, namely, non-public  
information, records, and communications belonging to the Walt Disney  
Company.

COUNT TWO

[18 U.S.C. § 1030(a)(7), (c)(3)(A)]

On or about July 8, 2024, in Los Angeles County, within the Central District of California, and elsewhere, defendant RYAN MITCHELL KRAMER, also known as ("aka") "NullBulge," with intent to extort from a person, namely victim M.V., money and other things of value, transmitted in interstate and foreign commerce a communication containing a threat to impair the confidentiality of information obtained from a protected computer without authorization.



1 court; (d) has been substantially diminished in value; or (e) has  
2 been commingled with other property that cannot be divided without  
3 difficulty.

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5 BILAL A. ESSAYLI  
6 United States Attorney

7  
8 DAVID T. RYAN  
9 Assistant United States Attorney  
Chief, National Security Division

10 KHALDOUN SHOBAKI  
11 Assistant United States Attorney  
Chief, Cyber and Intellectual  
Property Crimes Section

12 LAUREN RESTREPO  
13 Assistant United States Attorney  
14 Assistant United States Attorney  
Deputy Chief, Cyber and  
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15  
16 MAXWELL COLL  
17 Assistant United States Attorney  
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