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9 Attorneys for Plaintiff
10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,) CR No. 12-798-JAK
14)
Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
15) RAYNALDO RIVERA
v.)
16)
RAYNALDO RIVERA,)
17)
Defendant.)
18)
19)

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

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28 //

1 h. Not seek the discharge of any restitution
2 obligation, in whole or in part, in any present or future
3 bankruptcy proceeding.

4 THE USAO'S OBLIGATIONS

5 3. The USAO agrees to:

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

7 b. Abide by all agreements regarding sentencing
8 contained in this agreement.

9 c. At the time of sentencing, move to dismiss the
10 remaining count of the indictment against defendant. Defendant
11 agrees, however, that at the time of sentencing the Court may
12 consider any dismissed charges in determining the applicable
13 Sentencing Guidelines range, the propriety and extent of any
14 departure from that range, and the sentence to be imposed.

15 d. Except for criminal tax violations (including
16 conspiracy to commit such violations chargeable under 18 U.S.C.
17 § 371), not further criminally prosecute defendant for violations
18 of 18 U.S.C. § 1030 arising out of defendant's conduct described
19 in the agreed-to factual basis set forth in paragraph 11 below.
20 Defendant understands that the USAO is free to criminally
21 prosecute defendant for any other unlawful past conduct or any
22 unlawful conduct that occurs after the date of this agreement.
23 Defendant agrees that at the time of sentencing the Court may
24 consider the uncharged conduct in determining the applicable
25 Sentencing Guidelines range, the propriety and extent of any
26 departure from that range, and the sentence to be imposed after
27 consideration of the Sentencing Guidelines and all other relevant
28 factors under 18 U.S.C. § 3553(a).

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

8 f. Recommend that defendant be sentenced to a term of
9 imprisonment no higher than the low end of the applicable
10 Sentencing Guidelines range, provided that the offense level used
11 by the Court to determine that range is 25 or higher and provided
12 that the Court does not depart downward in offense level or
13 criminal history category. For purposes of this agreement, the
14 low end of the Sentencing Guidelines range is that defined by the
15 Sentencing Table in U.S.S.G. Chapter 5, Part A.

16 NATURE OF THE OFFENSE

17 4. Defendant understands that for defendant to be guilty
18 of the crime charged in count one, that is, conspiracy, in
19 violation of 18 U.S.C. § 371, the following must be true:
20 (1) beginning in or about May 2011, and ending in or about
21 June 2011, there was an agreement between two or more persons to
22 intentionally and without authorization cause damage to a
23 computer used in or affecting interstate or foreign commerce or
24 communication, in violation of 18 U.S.C. § 1030(a)(5)(A); (2)
25 defendant became a member of the conspiracy knowing of at least
26 one of its objects and intending to help accomplish it; and (3)
27 one of the members of the conspiracy performed at least one overt
28 act for the purpose of carrying out the conspiracy, with the jury

1 agreeing on a particular overt act that was committed.

2 5. Defendant understands that the crime of unauthorized
3 impairment of a protected computer, in violation of 18 U.S.C.
4 §§ 1030(a)(5)(A), (c)(4)(B)(i), (c)(4)(A)(i)(I), requires proof
5 of the following: (1) defendant knowingly caused the transmission
6 of a program, information, a code, or a command to a computer;
7 (2) as a result of the transmission, defendant intentionally and
8 without authorization impaired the integrity or availability of
9 data, a program, a system, or information; (3) the impaired
10 computer was used in or affected interstate or foreign commerce
11 or communication; and (4) the impairment of data, a program, a
12 system, or information resulted in loss to one or more
13 individuals or companies totaling at least \$5,000 in value during
14 a one-year period.

15 PENALTIES AND RESTITUTION

16 6. Defendant understands that the statutory maximum
17 sentence that the Court can impose for a violation of 18 U.S.C.
18 § 371, as charged in count one of the indictment, is: 5 years'
19 imprisonment; a 3-year period of supervised release; a fine of
20 \$250,000 or twice the gross gain or gross loss resulting from the
21 offense, whichever is greatest; and a mandatory special
22 assessment of \$100.

23 7. Defendant understands that defendant will be required
24 to pay full restitution to the victim(s) of the offense to which
25 defendant is pleading guilty. Defendant agrees that, in return
26 for the USAO's compliance with its obligations under this
27 agreement, the Court may order restitution to persons other than
28 the victim(s) of the offense to which defendant is pleading

1 guilty and in amounts greater than those alleged in the counts to
2 which defendant is pleading guilty. In particular, defendant
3 agrees that the Court may order restitution to any victim of any
4 of the following for any losses suffered by that victim as a
5 result: any relevant conduct, as defined in U.S.S.G. § 1B1.3, in
6 connection with the offenses to which defendant is pleading
7 guilty. The parties currently believe that the applicable amount
8 of restitution is approximately \$605,663.67, but recognize and
9 agree that this amount could change based on facts that come to
10 the attention of the parties prior to sentencing.

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

21 9. Defendant understands that, by pleading guilty,
22 defendant may be giving up valuable government benefits and
23 valuable civic rights, such as the right to vote, the right to
24 possess a firearm, the right to hold office, and the right to
25 serve on a jury. Defendant understands that once the court
26 accepts defendant's guilty plea, it will be a federal felony for
27 defendant to possess a firearm or ammunition. Defendant
28 understands that the conviction in this case may also subject

1 defendant to various other collateral consequences, including but
2 not limited to revocation of probation, parole, or supervised
3 release in another case and suspension or revocation of a
4 professional license. Defendant understands that unanticipated
5 collateral consequences will not serve as grounds to withdraw
6 defendant's guilty plea.

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

17 FACTUAL BASIS

18 11. Defendant admits that defendant is, in fact, guilty of
19 the offense to which defendant is agreeing to plead guilty.
20 Defendant and the USAO agree to the statement of facts provided
21 below and agree that this statement of facts is sufficient to
22 support a plea of guilty to the charge described in this
23 agreement and to establish the Sentencing Guidelines factors set
24 forth in paragraph 13 below but is not meant to be a complete
25 recitation of all facts relevant to the underlying criminal
26 conduct or all facts known to either party that relate to that
27 conduct.

1 Sony Pictures Entertainment, Inc. ("Sony Pictures"),
2 was a major motion picture and television production company
3 in Los Angeles County, California. Sony Pictures maintained
4 computer systems, including database servers and servers for
hosting its website, sonypictures.com, in Los Angeles
County. These computer systems were used in and affected
interstate and foreign commerce and communication.

5 "Lulz Security," or simply "LulzSec," was a group of
6 computer hackers affiliated with the larger hacking group
7 called "Anonymous." Starting in approximately March 2011,
8 LulzSec conducted cyber attacks on the computer systems of
9 various business and government entities in the United
States and throughout the world. LulzSec announced and
published confidential information it had stolen during such
attacks on its website, lulzsecurity.com, and via its
Twitter account, @LulzSec.

10 Defendant was a member of LulzSec who went by the
11 username/nickname "neuron." Defendant also used the online
12 usernames/nicknames "royal" and "wildicv." Other members of
13 LulzSec included, among others, individuals who went by the
14 usernames/nicknames "sabu," "topiary," "t-flow," "kayla,"
"recursion," "pwnsauce," "joepie," "trollpoll," and
"m_nerva."

15 From approximately late May through early June 2011,
16 defendant knowingly combined, conspired, and agreed with
17 other members of LulzSec, including "sabu," "topiary," "t-
18 flow," "kayla," "recursion," "pwnsauce," "joepie,"
19 "trollpoll," and "m_nerva," to knowingly cause the
20 transmission of codes and commands to the computer systems
21 of Sony Pictures described above, and as a result,
intentionally and without authorization impaired and caused
damage to such computer systems, in violation of 18 U.S.C.
§ 1030(a)(5)(A). Defendant joined LulzSec in approximately
May 2011, knowing that LulzSec had previously conducted
illegal cyber attacks (including computer intrusions and
distributed denial of service attacks) against various
individuals and corporate entities, and intending to help
LulzSec conduct additional cyber attacks.

22 To that end, defendant, together with other members of
23 LulzSec, committed the following acts, among others:

24 a. On or about May 23, 2011, defendant registered for
25 a proxy service to attempt to hide his true Internet
26 Protocol or "IP" address from law enforcement while
27 defendant engaged in criminal activity as part of LulzSec.
(Overt Act #1.)

28 b. From approximately May 27, 2011, through June 2,
2011, defendant knowingly caused the transmission of
programs, information, codes, and commands, specifically,
commands to execute a SQL injection attack against the

1 computer systems of Sony Pictures described above, and as a
2 result of such conduct, intentionally and without
3 authorization caused damage by impairing the integrity and
4 availability of data, programs, systems, and information on
5 such systems, including by flooding such systems with SQL
6 commands and stealing confidential data contained on such
7 systems, including personal identifying information for
8 thousands of individuals. (Overt Acts #2 and #3.)

9 c. On or about June 2, 2011, defendant provided to
10 members of LulzSec confidential information he had stolen
11 from Sony Pictures' computer systems via the SQL injection
12 attack. (Overt Act #4.) Those LulzSec members then
13 published the information on the lulzsecurity.com website
14 and via LulzSec's @LulzSec Twitter account, thereby
15 announcing the attack and making the confidential
16 information publicly available. (Overt Acts #5 and #6.)

17 As a result of defendant's conduct, Sony Pictures
18 suffered losses of approximately \$605,663.67 during the one-
19 year period beginning on approximately May 27, 2011,
20 including to hire computer forensic firms, to staff call
21 centers, and to provide credit monitoring services for
22 individuals whose personal identifying information was
23 compromised.

24 SENTENCING FACTORS

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

1 13. Defendant and the USAO agree to the following
2 applicable Sentencing Guidelines factors:

3 Base Offense Level: 6 U.S.S.G. § 2B1.1(a)(2)

4 Specific Offense
5 Characteristics:

6 Loss Amount: +14 U.S.S.G. § 2B1.1(b)(1)(H)

7 Re: Obtaining or
8 Disseminating
9 Personal Information: +2 U.S.S.G. § 2B1.1(b)(16)

10 Conviction under
11 § 1030(a)(5)(A): +4 U.S.S.G. § 2B1.1(b)(17)(A)(ii)

12 Adjustments:

13 Use of Special
14 Skill: +2 U.S.S.G. § 3B1.3

15 Defendant and the USAO reserve the right to argue that additional
16 specific offense characteristics, adjustments, and departures
17 under the Sentencing Guidelines are appropriate.

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

20 15. Defendant and the USAO reserve the right to argue for a
21 sentence outside the sentencing range established by the
22 Sentencing Guidelines based on the factors set forth in 18 U.S.C.
23 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

24 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 27 a. The right to persist in a plea of not guilty.
28 b. The right to a speedy and public trial by jury.
c. The right to be represented by counsel -- and if
necessary have the court appoint counsel -- at trial. Defendant

1 understands, however, that, defendant retains the right to be
2 represented by counsel -- and if necessary have the court appoint
3 counsel -- at every other stage of the proceeding.

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

7 e. The right to confront and cross-examine witnesses
8 against defendant.

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

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

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

18 WAIVER OF APPEAL OF CONVICTION

19 17. Defendant understands that, with the exception of an
20 appeal based on a claim that defendant's guilty plea was
21 involuntary, by pleading guilty defendant is waiving and giving
22 up any right to appeal defendant's conviction on the offense to
23 which defendant is pleading guilty.

24 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

25 18. Defendant agrees that, provided the Court imposes a
26 total term of imprisonment on all counts of conviction of no more
27 than 60 months, defendant gives up the right to appeal all of the
28 following: (a) the procedures and calculations used to determine

1 and impose any portion of the sentence; (b) the term of
2 imprisonment imposed by the Court; (c) the fine imposed by the
3 court, provided it is within the statutory maximum; (d) the
4 amount and terms of any restitution order, provided it requires
5 payment of no more than \$605,663.67; (e) the term of probation or
6 supervised release imposed by the Court, provided it is within
7 the statutory maximum; and (f) any of the following conditions of
8 probation or supervised release imposed by the Court: the
9 conditions set forth in General Orders 318, 01-05, and/or 05-02
10 of this Court; the drug testing conditions mandated by 18 U.S.C.
11 §§ 3563(a)(5) and 3583(d); and the alcohol and drug use
12 conditions authorized by 18 U.S.C. § 3563(b)(7).

13 19. The USAO agrees that, provided (a) all portions of the
14 sentence are at or below the statutory maximum specified above
15 and (b) the Court imposes a term of imprisonment of no less than
16 57 months, the USAO gives up its right to appeal any portion of
17 the sentence, with the exception that the USAO reserves the right
18 to appeal the amount of restitution ordered if that amount is
19 less than \$605,663.67.

20 RESULT OF WITHDRAWAL OF GUILTY PLEA

21 20. Defendant agrees that if, after entering a guilty plea
22 pursuant to this agreement, defendant seeks to withdraw and
23 succeeds in withdrawing defendant's guilty plea on any basis
24 other than a claim and finding that entry into this plea
25 agreement was involuntary, then (a) the USAO will be relieved of
26 all of its obligations under this agreement; and (b) should the
27 USAO choose to pursue any charge that was either dismissed or not
28 filed as a result of this agreement, then (i) any applicable

1 statute of limitations will be tolled between the date of
2 defendant's signing of this agreement and the filing commencing
3 any such action; and (ii) defendant waives and gives up all
4 defenses based on the statute of limitations, any claim of pre-
5 indictment delay, or any speedy trial claim with respect to any
6 such action, except to the extent that such defenses existed as
7 of the date of defendant's signing this agreement.

8 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

9 21. Defendant agrees that if the count of conviction is
10 vacated, reversed, or set aside, both the USAO and defendant will
11 be released from all their obligations under this agreement.

12 EFFECTIVE DATE OF AGREEMENT

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

16 BREACH OF AGREEMENT

17 23. Defendant agrees that if defendant, at any time after
18 the signature of this agreement and execution of all required
19 certifications by defendant, defendant's counsel, and an
20 Assistant United States Attorney, knowingly violates or fails to
21 perform any of defendant's obligations under this agreement ("a
22 breach"), the USAO may declare this agreement breached. All of
23 defendant's obligations are material, a single breach of this
24 agreement is sufficient for the USAO to declare a breach, and
25 defendant shall not be deemed to have cured a breach without the
26 express agreement of the USAO in writing. If the USAO declares
27 this agreement breached, and the Court finds such a breach to
28 have occurred, then: (a) if defendant has previously entered a

1 guilty plea pursuant to this agreement, defendant will not be
2 able to withdraw the guilty plea, and (b) the USAO will be
3 relieved of all its obligations under this agreement.

4 24. Following the Court's finding of a knowing breach of
5 this agreement by defendant, should the USAO choose to pursue any
6 charge that was either dismissed or not filed as a result of this
7 agreement, then:

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

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

16 c. Defendant agrees that: (i) any statements made by
17 defendant, under oath, at the guilty plea hearing (if such a
18 hearing occurred prior to the breach); (ii) the agreed to factual
19 basis statement in this agreement; and (iii) any evidence derived
20 from such statements, shall be admissible against defendant in
21 any such action against defendant, and defendant waives and gives
22 up any claim under the United States Constitution, any statute,
23 Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the
24 Federal Rules of Criminal Procedure, or any other federal rule,
25 that the statements or any evidence derived from the statements
26 should be suppressed or are inadmissible.

1 prosecutor, defendant's attorney, or the Court -- can make a
2 binding prediction or promise regarding the sentence defendant
3 will receive, except that it will be within the statutory
4 maximum.

5 NO ADDITIONAL AGREEMENTS

6 28. Defendant understands that, except as set forth herein,
7 there are no promises, understandings, or agreements between the
8 USAO and defendant or defendant's attorney, and that no
9 additional promise, understanding, or agreement may be entered
10 into unless in a writing signed by all parties or on the record
11 in court.

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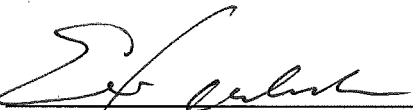
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

AGREED AND ACCEPTED

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

ANDRÉ BIROTTE JR.
United States Attorney



ERIC D. VANDEVELDE
STEPHANIE S. CHRISTENSEN
Assistant United States Attorneys

10/5/12
Date

RAYNALDO RIVERA
Defendant

Date

JASON S. LEIDERMAN
Attorney for Defendant
Raynaldo Rivera

Date

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

9 ANDRÉ BIROTTE JR.
10 United States Attorney

11 _____
12 ERIC D. VANDEVELDE
13 STEPHANIE S. CHRISTENSEN
14 Assistant United States Attorneys

_____ Date

15 
16 RAYNALDO RIVERA
17 Defendant

18 10/04/12
19 Date

20 _____
21 JASON S. LEIDERMAN
22 Attorney for Defendant
23 Raynaldo Rivera

_____ Date

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

9 ANDRÉ BIROTTE JR.
United States Attorney

10
11 _____
12 ERIC D. VANDEVELDE
13 STEPHANIE S. CHRISTENSEN
Assistant United States Attorneys

Date

14
15 _____
16 RAYNALDO RIVERA
Defendant

Date

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18 _____
19 JASON S. LEIDERMAN
Attorney for Defendant
Raynaldo Rivera

5 October 2012
Date

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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.

Raynaldo Rivera
RAYNALDO RIVERA
Defendant

10/04/12
Date

