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9

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

12 UNITED STATES OF AMERICA,) CR No.
13)
Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
14) JASON MICHAEL MILMONT
v.)
15)
JASON MICHAEL MILMONT,)
16)
17 Defendant.)
18

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

25 PLEA

26 2. Defendant gives up the right to indictment by a grand
27 jury and agrees to plead guilty to a single-count information in

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1 the form attached to this agreement or a substantially similar
2 form.

3 NATURE OF THE OFFENSE

4 3. In order for defendant to be guilty of the single-count
5 information, which charges a violation of Title 18, United States
6 Code, Section 1030(a)(4), the following must be true: (1) the
7 defendant knowingly accessed without authorization, or exceeded
8 the authorized access, of a computer used in interstate or
9 foreign commerce; (2) the defendant did so with the intent to
10 defraud; (3) by accessing the computer without authorization or
11 exceeding authorized access to the computer, the defendant
12 furthered the intended fraud; and (4) by accessing the computer
13 without authorization or exceeding authorized access to the
14 computer, the defendant obtained anything of value. Defendant
15 admits that defendant is, in fact, guilty of this offense as
16 described in the information.

17 PENALTIES AND RESTITUTION

18 4. The statutory maximum sentence that the Court can
19 impose for a violation of Title 18, United States Code, Section
20 1030(a)(4), is five years imprisonment; a three-year period of
21 supervised release; a fine of \$250,000 or twice the gross gain or
22 gross loss resulting from the offense, whichever is greatest; and
23 a mandatory special assessment of \$100.

24 5. Supervised release is a period of time following
25 imprisonment during which defendant will be subject to various
26 restrictions and requirements. Defendant understands that if
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1 defendant violates one or more of the conditions of any
2 supervised release imposed, defendant may be returned to prison
3 for all or part of the term of supervised release, which could
4 result in defendant serving a total term of imprisonment greater
5 than the statutory maximum stated above.

6 6. Defendant also understands that, by pleading guilty,
7 defendant may be giving up valuable government benefits and
8 valuable civic rights, such as the right to vote, the right to
9 possess a firearm, the right to hold office, and the right to
10 serve on a jury.

11 7. Defendant further understands that the conviction in
12 this case may subject defendant to various collateral
13 consequences, including but not limited to, deportation,
14 revocation of probation, parole, or supervised release in another
15 case, and suspension or revocation of a professional license.
16 Defendant understands that unanticipated collateral consequences
17 will not serve as grounds to withdraw defendant's guilty plea.

18 8. Defendant understands that defendant will be required
19 to pay full restitution to the victim(s) of the offenses.
20 Defendant agrees that, in return for the USAO's compliance with
21 its obligations under this agreement, the amount of restitution
22 is not restricted to the amounts alleged in the count to which
23 defendant is pleading guilty and may include losses arising from
24 charges not prosecuted pursuant to this agreement as well as all
25 relevant conduct in connection with those charges. The parties
26 hereby stipulate and agree that the total amount of restitution
27

1 owed by the defendant is \$73,866.36. Defendant further agrees
2 that defendant will not seek the discharge of any restitution
3 obligation, in whole or in part, in any present or future
4 bankruptcy proceeding.

5 FACTUAL BASIS

6 9. Defendant and the USAO agree and stipulate to the
7 statement of facts provided below. This statement of facts
8 includes facts sufficient to support a plea (or pleas) of guilty
9 to the charges described in this agreement and to establish the
10 sentencing guideline factors set forth in paragraph 11 below. It
11 is not meant to be a complete recitation of all facts relevant to
12 the underlying criminal conduct or all facts known to defendant
13 that relate to that conduct.

14 From March 8, 2007 to September 2, 2007, defendant JASON MICHAEL
15 MILMONT (hereinafter, "defendant") operated a peer to peer botnet
16 that he created to obtain credit card account and password
17 information from victim computer users. A bot network or
18 "botnet" is a network of bots that are commonly used to attack
19 computer networks or fraudulently obtain information from users
20 on the internet through the surreptitious installation of
21 "malware." "Bot" is a term derived from the word "robot" which
22 commonly refers to a software program that performs repetitive
23 functions automatically, such as indexing information on the
24 Internet or performing tasks. Here, the term bot refers to a
25 computer that has been infected with a program used to control
26 the computer.

27 In order to build his botnet, defendant developed an application
28 or malware which would be surreptitiously installed in a victim's
29 computer and allowed defendant to gain access and control over
30 the victim's computer. The malware he developed became commonly
31 known as the Nugache Worm, which embedded itself within the
32 Windows operating system. The malware was developed over time
33 and went through three main stages of development or versions.

34 Defendant, in the past, used Limewire as a Trojan to infect the
35 victim computers. He developed a fictitious website that would
36 offer the free installation of Limewire; however, unbeknownst to
37 the user, the Limewire application was embedded with the malware.

1 In more recent time, defendant spread the malware using instant
2 messenger Spam. The malware, assuming an infected machine ran
3 AOL instant messenger, would spread itself by causing Spam to be
4 disseminated through the victim's buddy list. Once the buddy
5 received the message, the message would request the user to view
6 a photo on a website such as MySpace.com or Photobucket.com. The
7 instant message would provide a link to said website. However,
8 the link would not direct the user to the presumed legitimate
9 website; but a spoofed website that appeared to be legitimate.

10 Once directed to the spoofed website, the user would be asked if
11 he/she wanted to save or open the file. If either was done, the
12 file was given another name; however, it was the executable form
13 of the Nugache Worm. Once the file was opened, it decompressed
14 and installed itself on the victim's computer. The compressed
15 file had two parts, part one was the actual application or
16 payload, and part two was a series of links, up to 100, to other
17 infected computers. The worm was spread throughout the internet
18 and thus, infected computers which operated in interstate and
19 foreign commerce.

20 The malware would connect with other infected computers and
21 receive lists of links to be distributed to other computers in
22 the botnet. Defendant wrote the program to use five of the ten
23 possible connections instantly, leaving five connections open to
24 allow other infected machines to connect when they came online.
25 On average, defendant controlled 5,000 to 15,000 computers at any
26 given time. Each infected machine would generate an
27 identification number for itself, in order that the machine was
28 uniquely identified in the botnet. Defendant would use this
29 identification number to issue commands directly to the desired
30 machine and have a way to uniquely identify all the machines
31 within the botnet; thus, ensuring he had a strong grasp on the
32 botnet's size and depth.

33 The third version of defendant's malware was capable of capturing
34 targeted data entered in Internet Explorer using a proprietary
35 function he called "Form Log." It also allowed defendant to send
36 a list of commands, as opposed to earlier versions that only
37 allowed for the dissemination of one command at a time. The
38 malware was invisible to the Windows Task List Manager for the
39 following Windows operating systems - NT, 2000, and XP. It also
40 had a keylogger program function attached to it. In addition, it
41 possessed an update routine, that allowed defendant to update the
42 malware remotely in an automated fashion.

43 In order to control/monitor the entire botnet, defendant created
44 a graphical user interface for easy access from his home server.
45 The server had the ability to make three types of connections-
46 link, client, and control. The command would issue to one
47 machine, and then that machine would transmit the command along
48 to other machines. The process would continue until all the

1 machines were seemingly issued the command.

2 Defendant who was in Cheyenne, Wyoming, used his botnet for a
3 denial of service attack against a local Southern California
4 online business which is located within the Central District of
5 California and for the theft of personal identification
6 information from infected victim computers all across the United
7 States. All of the data stored on the compromised machines would
8 be available to defendant, including, but not limited to, credit
9 card information.

10 Defendant obtained user names, passwords, and account numbers
11 from the Form Log function when a user successfully logged into
12 any of his/her online accounts requiring said items. After a
13 period of time passed, defendant would initiate a command that
14 instructed all the computers in his botnet to send all the
15 information they had harvested to his computer. Defendant stored
16 all of the compromised victim information on his computer or
17 server. After defendant gained the information, he would be able
18 to use the captured information to gain pertinent account
19 details, and more importantly, he could take control of the
20 account. As defendant well knew, the theft of this personal
21 identification information was illegal.

22 Defendant ordered items online with the personal information he
23 fraudulently harvested from his victims. After obtaining this
24 information from a victim's computer, defendant used his/her
25 financial institution's online user name and password to access
26 the account online. Defendant then changed the victim's e-mail
27 address to a similar e-mail that he controlled and the mailing
28 address to an address in Cheyenne, Wyoming, typically an address
29 that was listed for sale. Defendant then would order items in
30 the victim's name, to be delivered to Cheyenne, Wyoming.

31 On April 13, 2007, defendant made a purchase in the amount of
32 \$1422.00 from Hinsite Global Technologies with a victim's stolen
33 credit card information. On or about June 4, 2007, defendant
34 used a fraudulently obtained credit card account number, last
35 four digits of 5943, from a victim with the initials E.L. to make
36 an on-line purchase in the amount of \$379.90. After the items
37 were ordered, defendant had the items shipped to a vacant
38 residence in the Cheyenne, Wyoming area.

39 When an account was compromised, defendant would either blank out
40 the telephone number, or if the online financial institution
41 required it, he would change the telephone number to a phone
42 number he controlled. The numbers he created for this purpose
43 were created using Skype. Defendant registered multiple,
44 seemingly Cheyenne, Wyoming area numbers with the prefix 307 with
45 Skype. He paid for this service by using the credit card numbers
46 harvested from his botnet. In total, after his eighteenth
47 birthday, defendant caused \$19,594 worth of loss and damage from

1 his activities.

2 WAIVER OF CONSTITUTIONAL RIGHTS

3 10. By pleading guilty, defendant gives up the following
4 rights:

5 a) The right to persist in a plea of not guilty.

6 b) The right to a speedy and public trial by jury.

7 c) The right to the assistance of legal counsel at
8 trial, including the right to have the Court appoint counsel for
9 defendant for the purpose of representation at trial. (In this
10 regard, defendant understands that, despite his or her plea of
11 guilty, he or she retains the right to be represented by counsel
12 - and, if necessary, to have the court appoint counsel if
13 defendant cannot afford counsel - at every other stage of the
14 proceedings.)

15 d) The right to be presumed innocent and to have the
16 burden of proof placed on the government to prove defendant
17 guilty beyond a reasonable doubt.

18 e) The right to confront and cross-examine witnesses
19 against defendant.

20 f) The right, if defendant wished, to testify on
21 defendant's own behalf and present evidence in opposition to the
22 charges, including the right to call witnesses and to subpoena
23 those witnesses to testify.

24 g) The right not to be compelled to testify, and, if
25 defendant chose not to testify or present evidence, to have that
26 choice not be used against defendant.

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1 By pleading guilty, defendant also gives up any and all
2 rights to pursue any affirmative defenses, Fourth Amendment or
3 Fifth Amendment claims, and other pretrial motions that have been
4 filed or could be filed.

5 WAIVER OF DNA TESTING

6 11. Defendant has been advised that the government has in
7 its possession items of physical evidence seized during the
8 execution of the search warrant at his residence that could be
9 subjected to DNA testing. Defendant understands that the
10 government does not intend to conduct DNA testing of any of these
11 items. Defendant understands that, before entering a guilty plea
12 pursuant to this agreement, defendant could request DNA testing
13 of evidence in this case. Defendant further understands that,
14 with respect to the offense to which defendant is pleading guilty
15 pursuant to this agreement, defendant would have the right to
16 request DNA testing of evidence after conviction under the
17 conditions specified in 18 U.S.C. § 3600. Knowing and
18 understanding defendant's right to request DNA testing, defendant
19 knowingly and voluntarily gives up that right with respect to
20 both the specific items listed above and any other items of
21 evidence there may be in this case that might be amenable to DNA
22 testing. Defendant understands and acknowledges that by giving up
23 this right, defendant is giving up any ability to request DNA
24 testing of evidence in this case in the current proceeding, in
25 any proceeding after conviction under 18 U.S.C. § 3600, and in
26 any other proceeding of any type. Defendant further understands

1 and acknowledges that by giving up this right, defendant will
2 never have another opportunity to have the evidence in this case,
3 whether or not listed above, submitted for DNA testing, or to
4 employ the results of DNA testing to support a claim that
5 defendant is innocent of the offense to which defendant is
6 pleading guilty.

7 SENTENCING FACTORS

8 12. Defendant understands that the Court is required to
9 consider the United States Sentencing Guidelines ("U.S.S.G." or
10 "Sentencing Guidelines") among other factors in determining
11 defendant's sentence. Defendant understands that the Sentencing
12 Guidelines are only advisory, and that after considering the
13 Sentencing Guidelines, the Court may be free to exercise its
14 discretion to impose any reasonable sentence up to the maximum
15 set by statute for the crimes of conviction.

16 13. Defendant and the USAO agree and stipulate to the
17 following applicable sentencing guideline factors:

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

19 Specific Offense
20 Characteristics

21 Loss : 4 [U.S.S.G. § 2B1.1(b)(1)(C)]
22 between \$10,001
and \$30,000]

23 Sophisticated
Means : 2 [U.S.S.G. § 2B1.1(b)(9)]

24 Intent to obtain
personal information: 2 [U.S.S.G. § 2B1.1(14)(A)(i)]

25 The USAO will agree to a downward adjustment for acceptance
26 of responsibility (and, if applicable, move for an additional
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1 level under § 3E1.1(b) only if the conditions set forth in
2 paragraph 16 are met. Defendant and the USAO agree not to seek,
3 argue, or suggest in any way, either orally or in writing, that
4 any other specific offense characteristics, adjustments or
5 departures, from either the applicable Offense Level or Criminal
6 History Category, be imposed except, the defendant retains his
7 right to argue for a sentence of probation pursuant to the
8 factors set forth in 18 U.S.C. § 3553(A). The parties hereby
9 stipulate and agree that after his eighteenth birthday, defendant
10 caused \$19,594 worth of loss and damage from his conduct and
11 that the loss amount (for guideline calculation purposes) should
12 not include any conduct that occurred while he was a juvenile.
13 If, however, after signing this agreement but prior to
14 sentencing, defendant were to commit an act, or the USAO were to
15 discover a previously undiscovered act committed by defendant
16 prior to signing this agreement, which act, in the judgment of
17 the USAO, constituted obstruction of justice within the meaning
18 of U.S.S.G. § 3C1.1, the USAO would be free to seek the
19 enhancement set forth in that section.

20 14. There is no agreement as to defendant's criminal
21 history or criminal history category.

22 15. The stipulations in this agreement do not bind either
23 the United States Probation Office or the Court. Both defendant
24 and the USAO are free to: (a) supplement the facts by supplying
25 relevant information to the United States Probation Office and
26 the Court, (b) correct any and all factual misstatements relating
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1 to the calculation of the sentence, and (c) argue on appeal and
2 collateral review that the Court's sentencing guidelines
3 calculations are not error, although each party agrees to
4 maintain its view that the calculations in paragraph 13 are
5 consistent with the facts of this case.

6 DEFENDANT'S OBLIGATIONS

7 _____16. Defendant agrees that he or she will:

8 a) Plead guilty as set forth in this agreement.

9 b) Not knowingly and willfully fail to abide by all
10 sentencing stipulations contained in this agreement.

11 c) Not knowingly and willfully fail to: (i) appear as
12 ordered for all court appearances, (ii) surrender as ordered for
13 service of sentence, (iii) obey all conditions of any bond, and
14 (iv) obey any other ongoing court order in this matter.

15 d) Not commit any crime; however, offenses which would
16 be excluded for sentencing purposes under U.S.S.G. § 4A1.2(c) are
17 not within the scope of this agreement.

18 e) Not knowingly and willfully fail to be truthful at
19 all times with Pretrial Services, the U.S. Probation Office, and
20 the Court.

21 f) Pay the applicable special assessment at or before
22 the time of sentencing unless defendant lacks the ability to pay.

23 17. Defendant further agrees to cooperate fully with the
24 USAO, the Federal Bureau of Investigation, and, as directed by
25 the USAO, any other federal, state, or local or foreign law
26 enforcement agency. This cooperation requires defendant to:

1 a) Respond truthfully and completely to all questions
2 that may be put to defendant, whether in interviews, before a
3 grand jury, or at any trial or other court proceeding.

4 b) Attend all meetings, grand jury sessions, trials
5 or other proceedings at which defendant's presence is requested
6 by the USAO or compelled by subpoena or court order.

7 c) Produce voluntarily all information, documents,
8 records, or other tangible evidence relating to matters about
9 which the USAO or the FBI, or their designee(s), inquires.

10 d) Defendant's obligation to cooperate includes during
11 any period of supervised release or probation imposed by the
12 court.

13 SUPERVISED RELEASE CONDITIONS RELATED TO COMPUTER USAGE

14 18. Defendant agrees to abide by the following supervised
15 release conditions:

16 a) Defendant shall not possess or use a device with
17 access to any online service at any location without the prior
18 approval of the Probation Officer. This includes access through
19 any Internet service provider, bulletin board system, or any
20 public or private computer network system. Further, defendant
21 shall not have another individual access the Internet on
22 defendant's behalf to obtain files or information that defendant
23 is restricted from accessing personally, or accept restricted
24 files or information from another person;

25 b) Defendant shall use only those computers, computer-
26 related devices, screen/user names, passwords, e-mail accounts,
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1 and Internet Service Providers (ISPs) approved by the Probation
2 Officer. Computer and computer-related devices include, but are
3 not limited to, personal computers, personal data assistants
4 (PDAs), Internet appliances, electronic games, and cellular
5 telephones, as well as peripheral equipment, that can access, or
6 can be modified to access, the Internet, electronic bulletin
7 boards, other computers, or similar media. Defendant shall use
8 any approved computers only within the scope of his employment.
9 Defendant shall not access a computer for any other purpose.
10 Defendant shall immediately report any changes in defendant's
11 employment affecting defendant's access and/or use of computers
12 or the Internet, including e-mail;

13 c) All computers, computer-related devices, computer
14 storage media, and peripheral equipment used by defendant shall
15 be subject to search and seizure, and subject to the installation
16 of search and/or monitoring software and/or hardware, including
17 unannounced seizure for the purpose of search. Defendant shall
18 not add, remove, upgrade, update, reinstall, repair, or otherwise
19 modify the hardware or software on any computers, computer-
20 related devices, or peripheral equipment without the prior
21 approval of the Probation Officer, nor shall defendant hide or
22 encrypt files or data. Further, defendant shall, as requested by
23 the Probation Officer, provide all billing records, including
24 telephone, cable, Internet, satellite, and similar records.

25 THE USAO'S OBLIGATIONS

26 19. If defendant complies fully with all defendant's
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1 obligations under this agreement, the USAO agrees:

2 a) To abide by all sentencing stipulations contained in
3 this agreement.

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

11 c) To recommend that defendant be sentenced at the
12 low end of the applicable Sentencing Guideline.

13 d) Not to offer as evidence in its case-in-chief in the
14 above-captioned case or any other prosecution that may be brought
15 against defendant by the USAO, or in connection with any
16 sentencing proceeding in any case that may be brought against
17 defendant by the USAO, any statements made by defendant or
18 documents, records, or tangible evidence provided by defendant
19 pursuant to this agreement. Defendant agrees, however, that the
20 USAO may use such statements, documents, records, and tangible
21 evidence: (1) to obtain and pursue leads to other evidence, which
22 evidence may be used for any purpose, including any prosecution
23 of defendant, (2) to cross-examine defendant should defendant
24 testify, or to rebut any evidence, argument or representations
25 made by defendant or a witness called by defendant in any trial,
26 sentencing hearing, or other court proceeding, and (3) in any

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1 prosecution of defendant for false statement, obstruction of
2 justice, or perjury.

3 e) Not to use any information provided by defendant
4 pursuant to this agreement against defendant at sentencing for
5 the purpose of determining the applicable guideline range,
6 including the appropriateness of an upward departure, and to
7 recommend to the Court that such information not be used in
8 determining the sentence to be imposed. Defendant understands,
9 however, that information provided by defendant pursuant to this
10 agreement will be disclosed to the probation office and the
11 Court, and that the Court may use this information for the
12 purposes set forth in U.S.S.G. § 1B1.8(b) and for determining the
13 sentence to be imposed.

14 g) Not to charge defendant with aggravated identity
15 theft in violation of 18 U.S.C. § 1028A in connection with the
16 scheme described in the statement of facts at Attachment A.

17 DEFENDANT'S UNDERSTANDINGS REGARDING SUBSTANTIAL ASSISTANCE

18 20. Defendant understands the following:

19 a) Any knowingly false or misleading statement by
20 defendant will subject defendant to prosecution for false
21 statement, obstruction of justice, and perjury and will
22 constitute a breach by defendant of this agreement.

23 b) Nothing in this agreement requires the USAO or any
24 other prosecuting or law enforcement agency to accept any
25 cooperation or assistance that defendant may offer, or to use it
26 in any particular way.

1 c) Defendant cannot withdraw defendant's guilty plea
2 if the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1
3 or 18 U.S.C. § 3553(e) for a reduced guideline range or if the
4 USAO makes such a motion and the Court does not grant it or if
5 the Court grants such a USAO motion but elects to sentence above
6 the reduced range.

7 d) At this time the USAO makes no agreement or
8 representation as to whether any cooperation that defendant has
9 provided or intends to provide constitutes substantial
10 assistance. The decision whether defendant has provided
11 substantial assistance rests solely within the discretion of the
12 USAO.

13 e) The USAO's determination of whether defendant has
14 provided substantial assistance will not depend in any way on
15 whether the government prevails at any trial or court hearing in
16 which defendant testifies.

17 BREACH OF AGREEMENT

18 21. If defendant, at any time between the execution of this
19 agreement and the completion of defendant's cooperation pursuant
20 to the agreement or defendant's sentencing on a non-custodial
21 sentence or surrender for service on a custodial sentence,
22 whichever is later, knowingly violates or fails to perform any of
23 defendant's obligations under this agreement ("a breach"), the
24 USAO may declare this agreement breached. For example, if the
25 defendant knowingly in an interview, before a grand jury, or at
26 trial, falsely accuses another person of criminal conduct or
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1 falsely minimizes his own role, or the role of another, in
2 criminal conduct, he will have breached this agreement. If the
3 USAO declares this agreement breached, and the Court finds such a
4 breach to have occurred, defendant will not be able to withdraw
5 defendant's guilty plea, and the USAO will be relieved of all of
6 its obligations under this agreement. In particular:

7 a) The USAO will no longer be bound by any agreements
8 concerning sentencing and will be free to seek any sentence up to
9 the statutory maximum for the crime to which defendant has
10 pleaded guilty.

11 b) The USAO will no longer be bound by any agreements
12 regarding criminal prosecution, and will be free to prosecute
13 defendant for any crime, including charges that the USAO would
14 otherwise have been obligated not to prosecute pursuant to this
15 agreement.

16 c) The USAO will be free to prosecute defendant for
17 false statement, obstruction of justice, and perjury based on any
18 knowingly false or misleading statement by defendant.

19 d) The USAO will no longer be bound by any agreement
20 regarding the use of statements, documents, records, tangible
21 evidence, or information provided by defendant, and will be free
22 to use any of those in any way in any investigation, prosecution,
23 or civil or administrative action. Defendant will not be able to
24 assert either (1) that those statements, documents, records,
25 tangible evidence, or information were obtained in violation of
26 the Fifth Amendment privilege against compelled self-

1 the Court determines that the total offense level is 14 or above
2 prior to any departure under U.S.S.G. § 5K1.1, and (c) the Court
3 imposes a sentence within or above the range corresponding to the
4 determined total offense level (after any downward departure
5 under U.S.S.G. § 5K1.1) and criminal history category.

6 COURT NOT A PARTY

7 25. The Court is not a party to this agreement and need not
8 accept any of the USAO's sentencing recommendations or the
9 parties' stipulations. Even if the Court ignores any sentencing
10 recommendation, finds facts or reaches conclusions different from
11 any stipulation, and/or imposes any sentence up to the maximum
12 established by statute, defendant cannot, for that reason,
13 withdraw defendant's guilty plea, and defendant will remain bound
14 to fulfill all defendant's obligations under this agreement. No
15 one - not the prosecutor, defendant's attorney, or the Court -
16 can make a binding prediction or promise regarding the sentence
17 defendant will receive, except that it will be within the
18 statutory maximum.

19 NO ADDITIONAL AGREEMENTS

20 26. Except as set forth herein, there are no promises,
21 understandings or agreements between the USAO and defendant or
22 defendant's counsel. Nor may any additional agreement,
23 understanding or condition be entered into unless in a writing
24 signed by all parties or on the record in court.

25 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

26 27. The parties agree and stipulate that this Agreement
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1 will be considered part of the record of defendant's guilty plea
2 hearing as if the entire Agreement had been read into the record
3 of the proceeding.

4 This agreement is effective upon signature by defendant and
5 an Assistant United States Attorney.

6 AGREED AND ACCEPTED

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

9 THOMAS P. O'BRIEN
10 United States Attorney

11
12 _____ Date _____
13 MICHAEL ZWEIBACK
14 Assistant United States Attorney
15 Chief, Cyber & Intellectual Property Crimes Section

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1 I have read this agreement and carefully discussed every
2 part of it with my attorney. I understand the terms of this
3 agreement, and I voluntarily agree to those terms. My attorney
4 has advised me of my rights, of possible defenses, of the
5 Sentencing Guideline provisions, and of the consequences of
6 entering into this agreement. No promises or inducements have
7 been made to me other than those contained in this agreement. No
8 one has threatened or forced me in any way to enter into this
9 agreement. Finally, I am satisfied with the representation of my
10 attorney in this matter.

11
12

13 _____ Date _____
14 JASON MICHAEL MILMONT
Defendant

15 I am Jason Michael Milmont's attorney. I have carefully
16 discussed every part of this agreement with my client. Further,
17 I have fully advised my client of his/her rights, of possible
18 defenses, of the Sentencing Guidelines' provisions, and of the
19 consequences of entering into this agreement. To my knowledge,
20 my client's decision to enter into this agreement is an informed
21 and voluntary one.

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24 _____ Date _____
25 ROBERT ROSE
Counsel for Defendant
Jason Michael Milmont

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