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 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

No. CR 13-917-DMG

13 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
 HUNTER MOORE

14 v.

15 HUNTER MOORE and
 CHARLES EVENS,
 16 aka "Gary,"

17 Defendants.
 18

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

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
 28 provided by the Court, appear and plead guilty to count two and count

1 nine of the indictment in United States v. Hunter Moore and Charles
2 Evans, CR No. 13-917-DMG, which charge defendant with unauthorized
3 access to a protected computer to obtain information for purposes of
4 private financial gain in violation of 18 U.S.C. §§ 1030(a)(2)(C),
5 (c)(2)(B)(i), aggravated identity theft, in violation of 18 U.S.C.
6 § 1028A(a)(1), and causing an act to be done, in violation of 18
7 U.S.C. § 2.

8 b. Not contest facts agreed to in this agreement.

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

11 d. Appear for all court appearances, surrender as ordered
12 for service of sentence, obey all conditions of any bond, and obey
13 any other ongoing court order in this matter.

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

18 f. Be truthful at all times with Pretrial Services, the
19 United States Probation Office, and the Court.

20 g. Pay the applicable special assessments at or before
21 the time of sentencing unless defendant lacks the ability to pay and
22 prior to sentencing submits a completed financial statement on a form
23 to be provided by the USAO.

24 h. Agree to and not oppose the imposition of the
25 following conditions of probation or supervised release:

26 i. Before using a computer or computer-related
27 device capable or accessing the internet, screen name, password, e-
28 mail account or internet service provider ("ISP") for the first time,

1 defendant shall notify his Probation Officer. Computers and
2 computer-related devices include, but are not limited to, personal
3 computers, personal data assistants (PDAs), internet appliances,
4 electronic games, and cellular telephones, as well as their
5 peripheral equipment, that can access or can be modified to access
6 the internet, electronic bulletin boards, and other computers, or
7 similar media. After notifying his Probation Officer about a
8 particular computer, computer-related device, screen name, password,
9 e-mail account or ISP, defendant need not notify the officer about
10 subsequent use of that particular item.

11 ii. Defendant shall, however, notify his Probation
12 Officer of any additions to, removals from, upgrades of, updates of,
13 reinstallations of, repairs of, or other modifications of the
14 hardware or software on any computers, computer-related devices, or
15 peripheral equipment in the aforementioned items within one week of
16 the change.

17 iii. Defendant shall possess and use only the
18 computer(s) and computer-related devices, screen user names,
19 passwords, e-mail accounts, and ISPs that have been disclosed to his
20 Probation Officer.

21 iv. Defendant shall provide his Probation Officer
22 with all billing records for phone, cable, internet and satellite
23 services that he purchases, as requested by the Probation Officer, so
24 that his Probation Officer can verify his compliance with these
25 requirements.

26 v. All computers, computer-related devices and their
27 peripheral equipment used by defendant shall be subject to search and
28 seizure by making a mirror image of the device or searching the

1 computer on-site. The defendant shall not hide or encrypt files or
2 data without prior approval from the Probation Officer.

3 vi. Defendant shall not knowingly contact, or attempt
4 to contact any of the victims discussed in the indictment, including
5 victims L.B., V.E., K.L., P.K., T.G., S.M., and T.K. ("the Victims")
6 or their families, including but not limited to their parents,
7 siblings, other relatives, any spouse or significant other with whom
8 the Victims may share an intimate relationship (whether existing now
9 or during the pendency of any term of supervised release), and any
10 children of the Victims (whether existing now or during the pendency
11 of any term of supervised release) (collectively, "Victims'
12 Families"), directly or indirectly by any means, including but not
13 limited to in person, by mail, telephone, e-mail, text message, or
14 otherwise via the internet or other electronic means, or through a
15 third party.

16 vii. Defendant shall not attempt to locate the Victims
17 or the Victims' Families or attempt to obtain information concerning
18 the whereabouts, phone numbers, e-mail addresses, or other personal
19 identifiers of the Victims or the Victims' Families.

20 viii. Defendant shall remain at least 100 yards
21 away from the Victims at all times.

22 ix. Defendant shall not possess, or attempt to
23 possess, any materials, whether in hard copy, digital, electronic, or
24 any other form, that depict sexually explicit and/or nude images of
25 the Victims and/or that contain personal identifying information,
26 including any access devices and bank/credit card account numbers, of
27 the Victims.

28

1 between one state and another state or between a states of the United
2 States and a foreign country.

3 For defendant to be guilty of aiding and abetting the
4 unauthorized access to a protected computer to obtain information for
5 purposes of private financial gain, in violation of Title 18, United
6 States Code, Section 2(a), as charged in count 2, the following must
7 be true: (1) the crime of unauthorized access to a protected
8 computer to obtain information for purposes of private financial gain
9 was committed by someone; (2) defendant knowingly and intentionally
10 aided, counseled, commanded, induced, or procured that person to
11 commit each element of unauthorized access to a protected computer to
12 obtain information for purposes of private financial gain; and
13 (c) defendant acted before the crime was completed.

14 For defendant to be guilty of causing an act to be done, in
15 violation of Title 18, United States Code, Section 2(b), charged in
16 count 2 and count 9, the following must be true: Defendant willfully
17 caused an act to be done which, if directly performed by him or
18 another, would be an offense against the United States.

19 5. Defendant understands that for defendant to be subject to
20 the statutory maximum set forth below, the government must prove
21 beyond a reasonable doubt that defendant committed or caused to be
22 committed the offense of unauthorized access to a protected computer
23 without authorization and obtaining information for purposes of
24 private financial gain.

25 6. Defendant understands that for defendant to be guilty of
26 count nine of the indictment, which charges a violation of Title 18,
27 United States Code, Sections 1028A(a)(1), and 2, the following must
28 be true: (i) defendant knowingly possessed or used, or willfully

1 caused others to possess or use, a means of identification of another
2 person; (ii) defendant knew that the means of identification belonged
3 to another person; (iii) defendant acted without lawful authority;
4 and (iv) defendant did so during and relation to the felony violation
5 enumerated in count two of the indictment.

6 PENALTIES

7 7. Defendant understands that the statutory maximum sentence
8 that the Court can impose for a violation of 18 U.S.C.
9 §§ 1030(a)(2)(C), (c)(2)(B)(i) is: five years' imprisonment; a
10 three-year period of supervised release; a fine of \$250,000, or twice
11 the gross gain or gross loss resulting from the offense, whichever is
12 greatest; and a mandatory special assessment of \$100.

13 8. Defendant understands that the statutory mandatory minimum
14 sentence that the Court must impose for a violation of Title 18,
15 United States Code, Section 1028A(a)(1), as charged in count nine of
16 the indictment, is a two-year term of imprisonment, which must run
17 consecutive to any other sentence of imprisonment, and a mandatory
18 special assessment of \$100. The statutory maximum sentence that the
19 Court can impose for a violation of Title 18, United States Code,
20 Section 1028A(a)(1), is a two-year term of imprisonment, which must
21 run consecutive to any other sentence of imprisonment; a one-year
22 period of supervised release; a fine of \$250,000, or twice the gross
23 gain or gross loss resulting from the offense, whichever is greatest;
24 and a mandatory special assessment of \$100..

25 9. Defendant understands, therefore, that the total maximum
26 sentence for all offenses to which defendant is pleading guilty is:
27 seven years imprisonment; a three-year period of supervised release;
28 a fine of \$500,000, or twice the gross gain or gross loss resulting

1 from the offenses, whichever is greatest; and a mandatory special
2 assessment of \$200.

3 10. Defendant understands that supervised release is a period
4 of time following imprisonment during which defendant will be subject
5 to various restrictions and requirements. Defendant understands that
6 if defendant violates one or more of the conditions of any supervised
7 release imposed, defendant may be returned to prison for all or part
8 of the term of supervised release authorized by statute for the
9 offense that resulted in the term of supervised release, which could
10 result in defendant serving a total term of imprisonment greater than
11 the statutory maximum stated above.

12 11. Defendant understands that, by pleading guilty, defendant
13 may be giving up valuable government benefits and valuable civic
14 rights, such as the right to vote, the right to possess a firearm,
15 the right to hold office, and the right to serve on a jury.
16 Defendant understands that once the court accepts defendant's guilty
17 plea, it will be a federal felony for defendant to possess a firearm
18 or ammunition. Defendant understands that the conviction in this
19 case may also subject defendant to various other collateral
20 consequences, including but not limited to revocation of probation,
21 parole, or supervised release in another case and suspension or
22 revocation of a professional license. Defendant understands that
23 unanticipated collateral consequences will not serve as grounds to
24 withdraw defendant's guilty plea.

25 12. Defendant understands that, if defendant is not a United
26 States citizen, the felony conviction in this case may subject
27 defendant to: removal, also known as deportation, which may, under
28 some circumstances, be mandatory; denial of citizenship; and denial

1 of admission to the United States in the future. The court cannot,
2 and defendant's attorney also may not be able to, advise defendant
3 fully regarding the immigration consequences of the felony conviction
4 in this case. Defendant understands that unexpected immigration
5 consequences will not serve as grounds to withdraw defendant's guilty
6 plea.

7 FACTUAL BASIS

8 13. Defendant admits that defendant is, in fact, guilty of the
9 offenses to which defendant is agreeing to plead guilty. Defendant
10 and the USAO agree to the statement of facts provided below and agree
11 that this statement of facts is sufficient to support pleas of guilty
12 to the charges described in this agreement and to establish the
13 Sentencing Guidelines factors set forth in paragraph 16 below but is
14 not meant to be a complete recitation of all facts relevant to the
15 underlying criminal conduct or all facts known to either party that
16 relate to that conduct.

17 Beginning on an unknown date and continuing through on or about
18 May 2, 2012, in Los Angeles County and elsewhere, defendant operated
19 the website <http://isanyoneup.com>. On the website, defendant posted,
20 among other things, nude or sexually explicit photos of victims which
21 had submitted by other individuals for purposes of revenge without
22 the victim's permission. Defendant also posted nude or sexually
23 explicit photos of victims, which had been stolen from victims' e-
24 mail accounts. To help populate the site with nude photos, defendant
25 aided, abetted, and procured, and willfully caused co-defendant
26 Charles Evens ("Evens") to intentionally access, without
27 authorization, a computer used in interstate commerce belonging to
28 Google by accessing the victims' e-mail accounts. Defendant aided,

1 abetted, and procured, and willfully caused co-defendant Evens to
2 obtain information, including nude pictures, belonging to the victims
3 and stored on the victims' e-mail accounts. Defendant did so by
4 paying co-defendant Evens for the nude pictures and offering co-
5 defendant Evens additional money to obtain unlawfully additional nude
6 pictures, which defendant would post on his website,
7 <http://isanyoneup.com>, without the victims' authorization. Defendant
8 paid co-defendant Evens for photos, including nude pictures, of the
9 victims.

10 For example, on or about December 8, 2011, defendant sent to co-
11 defendant EVENS an e-mail stating he would like "as many [nude
12 pictures that co-defendant Evens had obtained by hacking into the
13 victims' accounts] as possible." On that same day, co-defendant
14 Evens accessed victim L.B.'s e-mail account without authorization and
15 obtained pictures, including a nude picture, of victim L.B. from
16 victim L.B.'s e-mail account. On or about December 11, 2011,
17 defendant received from co-defendant Evens pictures, including a nude
18 picture, of victim L.B. On December 14, 2011, defendant paid \$145.70
19 to defendant Evens using Paypal. On or about December 29, 2011,
20 defendant posted a nude picture of victim L.B. on his website,
21 <http://isanyoneup.com>.

22 Defendant caused co-defendant Evens to use a means of
23 identification, that is, victim L.B.'s username, during and in
24 relation to the unlawful computer access. Defendant did so without
25 lawful authority. Defendant knew that L.B.'s username did not belong
26 to co-defendant Evens and further knew that this information belonged
27 to another person.

28

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.

4 17. Defendant understands that the Court must sentence
5 defendant to a term of two years' imprisonment on count nine, which
6 must run consecutive to any term of imprisonment imposed for count
7 two.

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

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

14 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 17 a. The right to persist in a plea of not guilty.
18 b. The right to a speedy and public trial by jury.
19 c. The right to be represented by counsel - and if
20 necessary have the court appoint counsel -- at trial. Defendant
21 understands, however, that, defendant retains the right to be
22 represented by counsel - and if necessary have the court appoint
23 counsel - at every other stage of the proceeding.
24 d. The right to be presumed innocent and to have the
25 burden of proof placed on the government to prove defendant guilty
26 beyond a reasonable doubt.
27 e. The right to confront and cross-examine witnesses
28 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 21. 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 22. 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.

24 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

25 23. Defendant agrees that, provided the Court, before
26 imposition of the mandatory consecutive sentence of two years'
27 imprisonment on count nine, imposes a total term of imprisonment on
28 count two of no more than 6 months, defendant gives up the right to

1 appeal all of the following: (a) the procedures and calculations used
2 to determine and impose any portion of the sentence; (b) the term of
3 imprisonment imposed by the Court; (c) the fine imposed by the court,
4 provided it is within the statutory maximum; d) the term of probation
5 or supervised release imposed by the Court, provided it is within the
6 statutory maximum; and (f) any of the following conditions of
7 probation or supervised release imposed by the Court: the conditions
8 set forth in General Orders 318, 01-05, and/or 05-02 of this Court;
9 the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and
10 3583(d); the alcohol and drug use conditions authorized by 18 U.S.C.
11 § 3563(b)(7); and any conditions of probation or supervised release
12 agreed to by defendant in paragraph 2 above.

13 24. The USAO agrees that, provided (a) all portions of the
14 sentence are at or above the statutory minimum and at or below the
15 statutory maximum specified above and (b) before imposition of the
16 mandatory consecutive sentence of two years' imprisonment on count
17 nine, the Court imposes a term of imprisonment on count two of no
18 less than 6 months, the USAO gives up its right to appeal any portion
19 of the sentence.

20 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

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

8 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

9 26. Defendant agrees that if any count of conviction is
10 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
11 resentence defendant on any remaining count of conviction, with both
12 the USAO and defendant being released from any stipulations regarding
13 sentencing contained in this agreement, (b) ask the Court to void the
14 entire plea agreement and vacate defendant's guilty plea on any
15 remaining count of conviction, with both the USAO and defendant being
16 released from all their obligations under this agreement, or
17 (c) leave defendant's remaining conviction, sentence, and plea
18 agreement intact. Defendant agrees that the choice among these three
19 options rests in the exclusive discretion of the USAO.

20 EFFECTIVE DATE OF AGREEMENT

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

24 BREACH OF AGREEMENT

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

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

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

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

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

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

1 the United States Constitution, any statute, Rule 410 of the Federal
2 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
3 Procedure, or any other federal rule, that the statements or any
4 evidence derived from the statements should be suppressed or are
5 inadmissible.

6 COURT AND PROBATION OFFICE NOT PARTIES

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

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

26 32. Defendant understands that even if the Court ignores any
27 sentencing recommendation, finds facts or reaches conclusions
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,
2 withdraw defendant's guilty pleas, and defendant will remain bound to
3 fulfill all defendant's obligations under this agreement. Defendant
4 understands that no one -- not the prosecutor, defendant's attorney,
5 or the Court -- can make a binding prediction or promise regarding
6 the sentence defendant will receive, except that it will be within
7 the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

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

14 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

18 AGREED AND ACCEPTED


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

21 STEPHANIE YONEKURA
22 Acting United States Attorney

23 

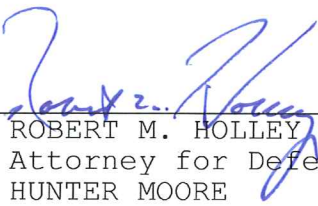
24 WENDY T. WU
Assistant United States Attorney

25 2/18/2015
Date

26 

27 HUNTER MOORE
Defendant

28 x 2/12/15
Date

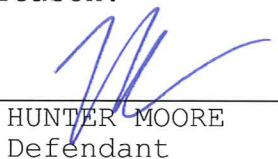


ROBERT M. HOLLEY
Attorney for Defendant
HUNTER MOORE

2-12-2015
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.

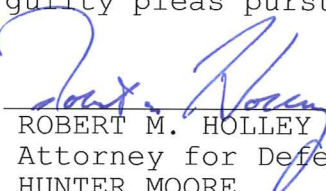


HUNTER MOORE
Defendant

2-12-15
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am HUNTER MOORE'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.



ROBERT M. HOLLEY
Attorney for Defendant
HUNTER MOORE

2-12-2015

Date