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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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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,

13 Plaintiff,

14 v.

15 WILLIAM KYLE MORARITY,

16 Defendant.
17

No. CR

C R 16-0100

PLEA AGREEMENT FOR DEFENDANT
WILLIAM KYLE MORARITY

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

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. Give up the right to indictment by a grand jury and,
27 at the earliest opportunity requested by the USAO and provided by the
28 Court, appear and plead guilty to a single-count information in the

1 form attached to this agreement as Exhibit A or a substantially
2 similar form, which charges defendant with uploading copyrighted work
3 being prepared for commercial distribution, in violation of 17 U.S.C.
4 § 506(a)(1)(C) and 18 U.S.C. §§ 2319(a), (d)(1).

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

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

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

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

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

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

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

23 i. Before using any computer or computer-related
24 device capable of accessing the Internet, screen name, password, e-
25 mail account or Internet Service Provider ("ISP") for the first time,
26 defendant shall notify his Probation Officer. Computers and
27 computer-related devices include, but are not limited to, personal
28 computers, personal data assistants (PDAs), Internet appliances,

1 electronic games, and cellular telephones, as well as their
2 peripheral equipment, that can access or can be modified to access
3 the Internet, electronic bulletin boards, and other computers, or
4 similar media.

5 ii. After notifying his Probation Officer about a
6 particular computer, computer-related device, screen name, password,
7 e-mail account or ISP, defendant need not notify the officer about
8 subsequent use of that particular item. Defendant shall, however,
9 notify his Probation Officer of any additions to, removals from,
10 upgrades of, updates of, reinstallations of, repairs of, or other
11 modifications of the hardware or software on any computers, computer-
12 related devices, or peripheral equipment in the aforementioned items
13 within one week of the change.

14 iii. Defendant shall provide his Probation Officer
15 with all billing records for phone, cable, Internet, and satellite
16 services that he or someone in his household purchases, as requested
17 by the Probation Officer, so that his Probation Officer can verify
18 his compliance with these requirements.

19 iv. All computers, computer-related devices, and
20 their peripheral equipment used by defendant shall be subject to
21 search and seizure by making a mirror image of the device or
22 searching the computer on-site. The defendant shall not hide or
23 encrypt files or data without prior approval from the Probation
24 Officer.

25 i. Not seek the discharge of any restitution obligation,
26 in whole or in part, in any present or future bankruptcy proceeding.

27 THE USAO'S OBLIGATIONS

28 3. The USAO agrees to:

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

2 b. Abide by all agreements regarding sentencing contained
3 in this agreement.

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

10 d. Except for criminal tax violations (including
11 conspiracy to commit such violations chargeable under 18 U.S.C.
12 § 371), not further criminally prosecute defendant for violations of
13 17 U.S.C. § 506(a)(1)(C) and 18 U.S.C. §§ 2319(a), (d)(1), arising
14 out of defendant's conduct described in the agreed-to factual basis
15 set forth in paragraph 10 below. Defendant understands that the USAO
16 is free to criminally prosecute defendant for any other unlawful past
17 conduct or any unlawful conduct that occurs after the date of this
18 agreement. Defendant agrees that at the time of sentencing the Court
19 may consider the uncharged conduct in determining the applicable
20 Sentencing Guidelines range, the propriety and extent of any
21 departure from that range, and the sentence to be imposed after
22 consideration of the Sentencing Guidelines and all other relevant
23 factors under 18 U.S.C. § 3553(a).

24 e. Recommend that defendant be sentenced to a term of
25 imprisonment no higher than the low end of the applicable Sentencing
26 Guidelines range. For purposes of this agreement, the low end of the
27 Sentencing Guidelines range is that defined by the Sentencing Table
28 in U.S.S.G. Chapter 5, Part A.

NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged in the single-count information, that is, uploading copyrighted work being prepared for commercial distribution, in violation of 17 U.S.C. § 506(a)(1)(C) and 18 U.S.C. §§ 2319(a), (d)(1), the following must be true: (1) defendant willfully infringed a copyright by distributing a copyrighted work; (2) the copyrighted work was being prepared for commercial distribution -- that is, the work had not been made available in copies for sale to the general public in the United States in a format intended to permit viewing outside a motion picture exhibition facility; (3) defendant distributed the work by making it available on a computer network accessible to members of the public; and (4) defendant knew or should have known that the work was intended for commercial distribution. Defendant admits that defendant is, in fact, guilty of this offense as described in the information.

PENALTIES AND RESTITUTION

5. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 17 U.S.C. § 506(a)(1)(C) and 18 U.S.C. §§ 2319(a), (d)(1), is: three years' imprisonment; a one-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.

6. Defendant understands that defendant will be required to pay full restitution to the victim(s) of the offense 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

1 the offenses to which defendant is pleading guilty and in amounts
2 greater than those alleged in the count to which defendant is
3 pleading guilty. In particular, defendant agrees that the Court may
4 order restitution to any victim of any of the following for any
5 losses suffered by that victim as a result: any relevant conduct, as
6 defined in U.S.S.G. § 1B1.3, in connection with the offense to which
7 defendant is pleading guilty. The parties currently believe that the
8 applicable amount of restitution is approximately \$1.12 million, but
9 recognize and agree that this amount could change based on facts that
10 come to the attention of the parties prior to sentencing.

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

20 8. Defendant understands that, by pleading guilty, defendant
21 may be giving up valuable government benefits and valuable civic
22 rights, such as the right to vote, the right to possess a firearm,
23 the right to hold office, and the right to serve on a jury.
24 Defendant understands that once the court accepts defendant's guilty
25 plea, it will be a federal felony for defendant to possess a firearm
26 or ammunition. Defendant understands that the conviction in this
27 case may also subject defendant to various other collateral
28 consequences, including but not limited to revocation of probation,

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

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

15 FACTUAL BASIS

16 10. Defendant admits that defendant is, in fact, guilty of the
17 offense to which defendant is agreeing to plead guilty. Defendant
18 and the USAO agree to the statement of facts provided below and agree
19 that this statement of facts is sufficient to support a plea of
20 guilty to the charge described in this agreement and to establish the
21 Sentencing Guidelines factors set forth in paragraph 12 below but is
22 not meant to be a complete recitation of all facts relevant to the
23 underlying criminal conduct or all facts known to either party that
24 relate to that conduct.

25 On or before December 16, 2015, defendant obtained copies of the
26 copyright-protected films The Revenant and The Peanuts Movie
27 (collectively the "Copyrighted Films"). Each of the films was a
28 "screener," a disc containing an advance screening copy of a film,

1 which defendant took without authorization while at work. Defendant
2 made copies of the Copyrighted Films and transported them home on a
3 portable USB drive.

4 In order to make the Copyrighted Films available for download by
5 the general public, between on or about December 17 and 19, 2015,
6 defendant, using the username "clutchit," uploaded the films to the
7 Internet website tls.passthepopcorn.me (the "Pass the Popcorn Site"),
8 by first using software to encode the Copyrighted Films into a format
9 for faster and easier download by others, and then placing them into
10 a shared folder on his computer hard drive thereby allowing others to
11 download the Copyrighted Films over the Internet using a BitTorrent
12 file sharing program. Specifically, defendant uploaded The Peanuts
13 Movie on or about December 17, 2015, and The Revenant on or about
14 December 19, 2015, from his residence in Lancaster, California.

15 Defendant willfully infringed the copyrights held by others when
16 he, without the authorization of the copyright holder, Twentieth
17 Century Fox Film Corporation ("Fox"), distributed the Copyrighted
18 Films by uploading them onto the Pass the Popcorn Site and making
19 them available over a computer network which was accessible to the
20 public. At that time, each of the Copyrighted Films was being
21 prepared for commercial distribution because each was not yet
22 available in DVD format for sale to the public, and, further,
23 defendant uploaded The Revenant six days before it was released on a
24 limited basis to the public in four U.S. theaters on December 25,
25 2015, and 20 days before its wide release on January 8, 2016.
26 Defendant knew that the Copyrighted Films were intended for such
27 commercial distribution.

28

Over one million people have downloaded from peer-to-peer networks the version of The Revenant that defendant uploaded to the Internet. Fox has suffered losses of at least \$1.12 million (based on estimated gross box office losses and assuming 40 percent of the persons who downloaded the movie would have purchased a movie ticket to watch it in the theater).

SENTENCING FACTORS

11. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible 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.

12. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	8	[U.S.S.G. § 2B5.3(a)]
Infringement Amount Exceeds \$550,000:	+14	[U.S.S.G. §§ 2B5.3(b)(1)(B), 2B1.1(b)(1)(H)]
Distribution of Work Being Prepared for Commercial Distribution:	+2	[U.S.S.G. § 2B5.3(b)(2)]
Uploading:	+2	[U.S.S.G. § 2B5.3(b)(3)]
No Financial Gain:	-2	[U.S.S.G. § 2B5.3(b)(4)]

1 The USAO agrees that, should the Court find that the offense level is
2 24, the USAO will agree, taking into account the factors listed in 18
3 U.S.C. § 3553(a)(1)-(7), to a downward variance of five levels. The
4 USAO will agree to a two-level downward adjustment for acceptance of
5 responsibility (and, if applicable, move for an additional one-level
6 downward adjustment under U.S.S.G. § 3E1.1(b)) only if the conditions
7 set forth in paragraph 2 above are met. Defendant and the USAO
8 reserve the right to argue that additional specific offense
9 characteristics, adjustments, and departures under the Sentencing
10 Guidelines are appropriate.

11 13. Defendant understands that there is no agreement as to
12 defendant's criminal history or criminal history category.

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

17 WAIVER OF CONSTITUTIONAL RIGHTS

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

- 20 a. The right to persist in a plea of not guilty.
21 b. The right to a speedy and public trial by jury.
22 c. The right to be represented by counsel -- and if
23 necessary have the court appoint counsel -- at trial. Defendant
24 understands, however, that, defendant retains the right to be
25 represented by counsel -- and if necessary have the court appoint
26 counsel -- at every other stage of the proceeding.

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

4 e. The right to confront and cross-examine witnesses
5 against defendant.

6 f. The right to testify and to present evidence in
7 opposition to the charges, including the right to compel the
8 attendance of witnesses to testify.

9 g. The right not to be compelled to testify, and, if
10 defendant chose not to testify or present evidence, to have that
11 choice not be used against defendant.

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

15 WAIVER OF RETURN OF DIGITAL DATA

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

23 WAIVER OF APPEAL OF CONVICTION

24 17. Defendant understands that, with the exception of an appeal
25 based on a claim that defendant's guilty plea was involuntary, by
26 pleading guilty defendant is waiving and giving up any right to
27 appeal defendant's conviction on the offense to which defendant is
28 pleading guilty.

WAIVER OF APPEAL AND COLLATERAL ATTACK

18. Defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court, provided it is within the statutory maximum; (c) the fine imposed by the court, provided it is within the statutory maximum; (d) the amount and terms of any restitution order, provided it requires payment of no more than \$1.2 million; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in General Orders 318, 01-05, and/or 05-02 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7); and any conditions of probation or supervised release agreed to by defendant in paragraph 2.h above.

19. Defendant also gives up any right to bring a post-conviction collateral attack on the conviction or sentence, including any order of restitution, except a post-conviction collateral attack based on a claim of ineffective assistance of counsel, a claim of newly discovered evidence, or an explicitly retroactive change in the applicable Sentencing Guidelines, sentencing statutes, or statutes of conviction.

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

1 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

17 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

18 22. Defendant agrees that if the count of conviction is
19 vacated, reversed, or set aside, both the USAO and defendant will be
20 released from all their obligations under this agreement

21 EFFECTIVE DATE OF AGREEMENT

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

25 BREACH OF AGREEMENT

26 24. Defendant agrees that if defendant, at any time after the
27 signature of this agreement and execution of all required
28 certifications by defendant, defendant's counsel, and an Assistant

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

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

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

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

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

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

7 COURT AND PROBATION OFFICE NOT PARTIES

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

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

27 28. Defendant understands that even if the Court ignores any
28 sentencing recommendation, finds facts or reaches conclusions

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

9 NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. 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

EILEEN M. DECKER
United States Attorney


JENNIE L. WANG
Assistant United States Attorney

2/26/2016
Date

WILLIAM KYLE MORARITY
Defendant

Date

MICHAEL D. GRAHN
Attorney for Defendant
WILLIAM KYLE MORARITY

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

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. 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

EILEEN M. DECKER
United States Attorney

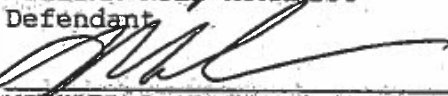
JENNIE L. WANG
Assistant United States Attorney

Date


WILLIAM KYLE MORARITY
Defendant

2/25/16

Date


MICHAEL D. GRAHN
Attorney for Defendant
WILLIAM KYLE MORARITY


2/24/16

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 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

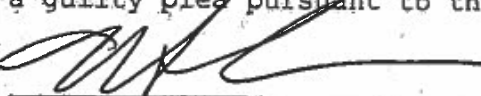
1 contained in this agreement. No one has threatened or forced me in
2 any way to enter into this agreement. I am satisfied with the
3 representation of my attorney in this matter, and I am pleading
4 guilty because I am guilty of the charges and wish to take advantage
5 of the promises set forth in this agreement, and not for any other
6 reason.

7 
8 WILLIAM KYLE MORARITY
9 Defendant

2/25/16
Date

10 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

25 
26 MICHAEL D. GRAHN
27 Attorney for Defendant
28 WILLIAM KYLE MORARITY

2/26/16
Date

CERTIFICATE OF SERVICE

I, Sandy Ear, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction the service by mail described in this Certificate was made; that on February 26, 2016, I deposited in the United States mail at the United States Courthouse in the above-titled action, in an envelope bearing the requisite postage, a copy of:

PLEA AGREEMENT FOR DEFENDANT WILLIAM KYLE MORARITY

service was:

<input type="checkbox"/> Placed in a closed envelope for collection and inter-office delivery, addressed as follows:	<input checked="" type="checkbox"/> Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:
--	--

<input type="checkbox"/> By hand delivery, addressed as follows:	<input type="checkbox"/> By facsimile, as follows:
--	--

<input type="checkbox"/> By messenger, as follows:	<input type="checkbox"/> By Federal Express, as follows:
--	--

Michael D. Grahn, Esq.
8749 Holloway Dr.
West Hollywood, CA 90069

at his last known address, at which place there is a delivery service by United States mail.

This Certificate is executed on February 26, 2016, at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.

Sandy Ear
SANDY EAR
Legal Assistant