

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

MICHAEL D. MIHALO,
a/k/a DALE MICHAEL MIHALO, JR.,

Defendant.

Case No. 22-00033-01-CR-W-DGK

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

1. The Parties. The parties to this agreement are the United States Attorney's Office for the Western District of Missouri, represented by Teresa A. Moore, United States Attorney, and Matthew A. Blackwood, Assistant United States Attorney, and the Computer Crime and Intellectual Property Section of the Criminal Division of the United States Department of Justice, represented by Kenneth A. Polite, Jr., Assistant Attorney General, and Louisa K. Becker, Trial Attorney (collectively referred to as "the Government"), and the defendant, MICHAEL D. MIHALO, a/k/a DALE MICHAEL MIHALO, JR. ("the defendant"), represented by Robert Kuchar and William Marc Ermine.

The defendant understands and agrees that this plea agreement is only between him and the Government, and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

2. Defendant's Guilty Plea. The defendant agrees to and hereby does plead guilty to: Count One, Conspiracy to Commit Access Device Fraud (18 U.S.C. § 1029(b)(2)); Count Two,

Access Device Fraud (18 U.S.C. § 1029(a)(2)); and Counts Four through Nine, Money Laundering (18 U.S.C. § 1957). The defendant also admits to Forfeiture Allegations 1 and 2 and agrees to forfeit the personal and real property described therein and in the Bill of Particulars as well as a money judgment in an amount to be determined at sentencing based on the total proceeds MIHALO personally obtained as a result of the count of conviction, but no less than \$4,500,000. By entering into this plea agreement, the defendant admits that he knowingly committed this offense, is in fact guilty of the offense, and that the facts set forth in the Factual Basis for Guilty Plea in Paragraph 3 below are accurate.

3. Factual Basis for Guilty Plea. The parties agree that the facts constituting the offense to which the defendant is pleading guilty are as follows:

Skynet/ggmcloud.com, AlphaBay, Hansa, and Wall Street Market (collectively, the “Markets”) were darknet markets that allowed users in the United States and elsewhere to buy and sell stolen and fraudulent financial information and payment cards using Bitcoin and other digital currencies. While operational, these sites enabled thousands of users to distribute illegal contraband over the Internet to buyers throughout the world.

Each Market existed on the Dark Web (or “darknet”), meaning that the Markets were accessible through the “Tor” network, an online network designed specifically to facilitate anonymous communication over the Internet. The use of the Tor network was intended to, and successfully made it difficult to, identify the true physical locations of the Markets’ underlying computer servers, as well as to identify and locate their administrators, moderators, and users.

Each Market operated much like a conventional e-commerce website, except that the goods sold on the Market were primarily criminal in nature. Each Market required users to transact in digital currencies, including Bitcoin, and did not permit transactions in official, government-backed currencies. The Markets and their users were able to bypass the traditional financial systems by only accepting digital currencies.

MIHALO, under the moniker ggmcloud1, and his co-conspirators operated on the darknet under aliases. MIHALO was a prominent “carding” (stolen financial information) vendor on multiple darknet markets. In addition to conducting his own sales, MIHALO assembled a team to help him sell stolen financial information on the darknet. Members of the conspiracy, including MIHALO, benefitted from this

arrangement by gaining access to stolen payment cards obtained by MIHALO, taking advantage of MIHALO's reputation as a "trusted" source for stolen payment card information, and being able to sell or contribute to the sale of more stolen financial information than each would have been able to sell individually—all in exchange for a share in the profits. The conspirators had various roles to advance the conspiracy, including computer coding, customer service, promotion, and sales. Between on or about February 22, 2016, and on or about October 1, 2019, MIHALO and his coconspirators conducted tens of thousands of illegal transactions (earning over \$1 million) on the Markets. MIHALO personally sold cards on Skynet/ggmcloud.com and AlphaBay, while his co-conspirators operated under the ggmcloud1 brand, often using cards procured by him, on Markets Hansa and Wall Street Market.

MIHALO entered into the conspiracy no later than on or about February 22, 2016. The defendant was fully aware of the criminal nature and the scope of the conspiracy he was joining, and intended and agreed to further its criminal purposes. Market, which was paid for and created by MIHALO, continued to operate until at least October of 2019.

During the course of the conspiracy, the defendant personally possessed, sent, and received the information associated with approximately 49,084 stolen payment cards with the intent that the payment card information would be trafficked on darknet sites, all in furtherance of the conspiracy.

MIHALO earned at least \$1,000,000 worth of cryptocurrencies, including Bitcoin, Ethereum, and Monero, for his services. MIHALO knew, intended, and agreed that he and other members of the conspiracy would and did obtain over the equivalent of \$1000 in cryptocurrency and access to lines of credit during a one-year period by their participation in the conspiracy to commit access device fraud. The defendant's actions were with intent to defraud and affected interstate commerce.

The defendant agrees to forfeit the accounts and real property identified in the Indictment and the Bill of Particulars, which he admits are traceable to the offenses to which he is pleading guilty, and to the imposition of a money judgment in an amount to be determined at sentencing based on the total proceeds MIHALO obtained, but no less than \$4,500,000, which represents proceeds he personally obtained in connection with the conspiracy, including appreciation of the cryptocurrencies he earned on the darknet sites, and investments thereof.

MIHALO took extensive steps to conceal the criminal nature of the profits he earned on the darknet markets. MIHALO transferred the Bitcoin he earned from access device fraud from cryptocurrency wallets controlled by him through various exchanges and using techniques designed to make tracing on the blockchain difficult. MIHALO also traded his Bitcoin for other cryptocurrencies, to include Ethereum and Monero, in order to make tracing on a single blockchain impossible. MIHALO then converted these funds for U.S. dollars through several U.S. based

cryptocurrency exchanges. MIHALO invested his criminal derived funds into various other cryptocurrencies and securities in U.S. brokerage accounts.

On or about January 28, 2021, MIHALO made two transfers of \$25,000 from his Wells Fargo Account x-5368 to his Fidelity NA Account x-2836 (processed by UMB Bank NA in Kansas City, Missouri). This money was criminally derived from access device fraud. MIHALO subsequently made four transfers of \$100,000 on or about May 12, 13, 14, and 17, 2021, from his Fidelity NA Account x-2836 (again processed by UMB Bank NA in Kansas City, Missouri) to his Wells Fargo Account x-5368. This money was also criminally derived from access device fraud. These transfers were monetary transactions affecting interstate commerce between financial institutions in different states.

4. Use of Factual Admissions and Relevant Conduct. The defendant acknowledges, understands and agrees that the admissions contained in Paragraph 3 and other portions of this plea agreement will be used for the purpose of determining his guilt and advisory sentencing range under the United States Sentencing Guidelines (“U.S.S.G.”), including the calculation of the defendant’s offense level in accordance with U.S.S.G. §1B1.2(a). The defendant acknowledges, understands and agrees that all other uncharged related criminal activity may be considered as “relevant conduct” pursuant to U.S.S.G. §1B1.3 in calculating the offense level for the charge to which he is pleading guilty.

5. Statutory Penalties. The defendant understands that upon his plea of guilty to Count One of the Indictment charging him with conspiracy to commit access device fraud the maximum penalty the Court may impose is five (5) years imprisonment, a \$250,000 fine, not more than three (3) years of supervised release, and a \$100 mandatory special assessment which must be paid in full at the time of sentencing. The defendant further understands that Count One is a Class D felony.

The defendant understands that upon his plea of guilty to Count Two of the Indictment charging him with access device fraud the maximum penalty the Court may impose is ten (10) years imprisonment, a \$250,000 fine, not more than three (3) years of supervised release, and a

\$100 mandatory special assessment, which must be paid in full at the time of sentencing. The defendant further understands that Count Two is a Class C felony.

The defendant understands that upon his plea of guilty to Counts Four through Nine of the Indictment charging him with money laundering the maximum penalty the Court may impose is ten (10) years imprisonment, a \$250,000 fine, not more than three (3) years of supervised release, and a \$100 mandatory special assessment per count which must be paid in full at the time of sentencing. The defendant further understands that Counts Four through Nine are each a Class C felony.

6. Sentencing Procedures. The defendant acknowledges, understands and agrees to the following:

a. in determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Sentencing Guidelines, however, are advisory in nature, and the Court may impose a sentence either less than or greater than the defendant's applicable Sentencing Guidelines range, unless the sentence imposed is "unreasonable";

b. the Court will determine the defendant's applicable Sentencing Guidelines range at the time of sentencing;

c. in addition to a sentence of imprisonment, the Court may impose a term of supervised release of not more than three (3) years;

d. if the defendant violates a condition of his supervised release, the Court may revoke his supervised release and impose an additional period of imprisonment without credit for time previously spent on supervised release. In addition to a new term of imprisonment, the Court also may impose a new period of supervised release;

e. the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;

f. any sentence of imprisonment imposed by the Court will not allow for parole;

g. the Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Office; and

h. the defendant may not withdraw his guilty plea solely because of the nature or length of the sentence imposed by the Court.

i. The defendant agrees that the United States may institute civil, judicial or administrative forfeiture proceedings against all forfeitable assets in which the defendant has an interest, and that he will not contest any such forfeiture proceedings.

j. The defendant agrees to forfeit all interests he owns or over which he exercises control, directly or indirectly, in any asset that is subject to forfeiture to the United States either directly or as a substitute for property that was subject to forfeiture but is no longer available for the reasons set forth in 21 U.S.C. § 853(p), including but not limited to the following specific property: 1) the contents of USAA Federal Savings Bank, Account Number: x-5841, held in the name of Michael Mihalo; 2) the contents of Wells Fargo Bank, N.A., Account Numbers: x-5368 and x-6985, held in the name of Michael Mihalo; 3) the contents of Gemini Trust Company, LLC, User ID: x-18, held in the name of Michael Mihalo; 4) the contents of Social Finance Inc., Account Number: x-48-10, held in the name of Michael Mihalo; 5) the contents of Coinbase, Inc., User ID: x-7a15, held in the name of Michael Mihalo; 6) the contents of Fidelity Investments, Account Number: x-2836, held in the name of Michael Mihalo; 7) the Real Property known and numbered as 335 Colonial Circle, Geneva, Kane County, Illinois, with all improvements, appurtenances, and attachments thereon, described as: LOT 91 OF UNIT NO. 4, WILLIAMSBURG, GENEVA, KANE COUNTY, ILLINOIS, IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS; 8) the contents of Prime Trust Account Number x-7522 held in the name of Michael Mihalo; 9) the contents of Social Finance Inc. Account Number x1563 held in the name of Michael Mihalo; 10) the contents of TD Ameritrade Account Number x-3685 held in the name of Michael Mihalo; 11) any additional cryptocurrency identified prior to sentencing that is traceable to the conspiracy, and 12) a money judgment in an amount to be determined at sentencing based on the total proceeds Mihalo obtained as the result of the offenses of conviction, but no less than \$4,500,000. With respect to any asset which the defendant has agreed to forfeit, the defendant waives any constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this plea agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment under the Eighth Amendment to the United States Constitution.

k. The defendant agrees to fully and truthfully disclose the existence, nature and location of all assets forfeitable to the United States, either directly or as a substitute asset, in which he, his co-defendants and his co-conspirators have

or had any direct or indirect financial interest, or exercise or exercised control, directly or indirectly, during the period from May 26, 2016, to the present. The defendant also agrees to fully and completely assist the United States in the recovery and forfeiture of all such forfeitable assets.

1. The defendant agrees to take all necessary steps to comply with the forfeiture matters set forth herein before his sentencing.

7. **Government's Agreements.** Based upon evidence in its possession at this time, the Government, as part of this plea agreement, agrees not to bring any additional charges against defendant for any federal criminal offenses for which it has venue and which arose out of the defendant's conduct described above. Additionally, the Government agrees to dismiss the remaining count—Count Three—of the Indictment at sentencing.

The defendant understands that this plea agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts of violence or any criminal activity of which the Government has no knowledge.

The defendant recognizes that the Government's agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises made by the defendant in this agreement. If the defendant breaches this plea agreement, the Government retains the right to proceed with the original charges and any other criminal violations established by the evidence. The defendant expressly waives his right to challenge the initiation of the dismissed or additional charges against him if he breaches this agreement. The defendant expressly waives his right to assert a statute of limitations defense if the dismissed or additional charges are initiated against him following a breach of this agreement. The defendant further understands and agrees that if the Government elects to file additional charges against him following his breach of this plea agreement, he will not be allowed to withdraw his guilty plea.

8. Preparation of Presentence Report. The defendant understands the Government will provide to the Court and the United States Probation Office a government version of the offense conduct. This may include information concerning the background, character, and conduct of the defendant, including the entirety of his criminal activities. The defendant understands these disclosures are not limited to the count to which he has pleaded guilty. The Government may respond to comments made or positions taken by the defendant or the defendant's counsel and to correct any misstatements or inaccuracies. The Government further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this plea agreement. The Government and the defendant expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

9. Withdrawal of Plea. Either party reserves the right to withdraw from this plea agreement for any or no reason at any time prior to the entry of the defendant's plea of guilty and its formal acceptance by the Court. In the event of such withdrawal, the parties will be restored to their pre-plea agreement positions to the fullest extent possible. However, after the plea has been formally accepted by the Court, the defendant may withdraw his plea of guilty only if the Court rejects the plea agreement or if the defendant can show a fair and just reason for requesting the withdrawal. The defendant understands that if the Court accepts his plea of guilty and this plea agreement but subsequently imposes a sentence that is outside the defendant's anticipated Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like or agree with, he will not be permitted to withdraw his plea of guilty.

10. Agreed Guidelines Applications. With respect to the application of the Sentencing Guidelines to this case, the parties stipulate and agree as follows:

- a. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Sentencing Guidelines range, provided the sentence imposed is not "unreasonable";
- b. the applicable Sentencing Guidelines Manual is the one that took effect on November 1, 2021;
- c. the applicable Sentencing Guidelines section for money laundering is U.S.S.G. §2S1.1; and the applicable Sentencing Guidelines section for access device fraud is U.S.S.G. §2B1.1;
- d. the defendant has admitted guilt and clearly accepted responsibility for defendant's actions, and has assisted authorities in the investigation or prosecution of defendant's own misconduct by timely notifying authorities of defendant's intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently. Therefore, defendant is entitled to a three-level reduction pursuant to §3E1.1(b) of the Sentencing Guidelines. The Government, at the time of sentencing, will file a written motion with the Court to that effect, unless the defendant (1) fails to abide by all of the terms and conditions of this plea agreement and defendant's pretrial release; or (2) attempts to withdraw defendant's guilty pleas, violates the law, or otherwise engages in conduct inconsistent with defendant's acceptance of responsibility;
- e. there is no agreement between the parties regarding the defendant's criminal history category. The parties agree that the Court will determine his applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office;
- f. the defendant understands that any recommendations of the parties with respect to the Sentencing Guidelines computation presented to the Court and United States Probation Office in advance of sentencing would not bind the Court or the United States Probation Office with respect to the appropriate Sentencing Guidelines levels. Additionally, the failure of the Court to accept these recommendations, or the imposition of any sentence authorized by law, including any sentence outside the applicable Guidelines range that is not "unreasonable," would not, as outlined in Paragraph 9 of this plea agreement, provide the defendant with a basis to withdraw his plea of guilty;
- g. the defendant consents to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendant's sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other enhancement or adjustment), and any legally authorized increase above the normal statutory maximum. The defendant waives any right to a jury determination beyond

a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waives any right to have those facts alleged in the Indictment. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay;

h. the defendant understands and agrees that the factual admissions contained in Paragraph 3 of this plea agreement, and any admissions that he will make during his plea colloquy, support the imposition of the agreed-upon Sentencing Guidelines calculations contained in this agreement;

i. nothing in the plea agreement prevents the parties from arguing for any applicable sentencing enhancements;

j. the government agrees not to request consecutive sentences for any of the Counts.

11. Effect of Non-Agreement on Guidelines Applications. The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in Paragraph 10, and its subsections. As to any other Sentencing Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

12. Change in Guidelines Prior to Sentencing. The defendant agrees that if any applicable provision of the Sentencing Guidelines changes after the execution of this plea agreement, then any request by defendant to be sentenced pursuant to the new Sentencing Guidelines will make this plea agreement voidable by the Government at its option. If the Government exercises its option to void the plea agreement, the Government may charge, reinstate, or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

13. Government's Reservation of Rights. The defendant understands that the Government expressly reserves the right in this case to:

- a. oppose or take issue with any position advanced by defendant at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;
- b. comment on the evidence supporting the charge in the Indictment;
- c. oppose any arguments and requests for relief the defendant might advance on an appeal from the sentences imposed;
- d. on appeal or collateral proceedings, defend the legality and propriety of the sentence actually imposed, even if the Court chooses not to follow any recommendation made by the Government; and
- e. oppose any post-conviction motions for reduction of sentence, or other relief.

14. Waiver of Constitutional Rights. The defendant, by pleading guilty, acknowledges that he has been advised of, understands, and knowingly and voluntarily waives the following rights:

- a. the right to plead not guilty and to persist in a plea of not guilty;
- b. the right to be presumed innocent until his guilt has been established beyond a reasonable doubt at trial;
- c. the right to a speedy jury trial;
- d. the right to be represented by counsel—and if necessary have the court appoint counsel—at trial and at every other stage of the proceeding;
- e. the right to confront and cross-examine the witnesses who testify against him;
- f. the right to testify and present evidence, and to compel or subpoena witnesses to appear on his behalf; and
- h. the right to be protected against self-incrimination, including the right to remain silent at trial, in which case his silence may not be used against him.

The defendant understands that by pleading guilty, he waives or gives up those rights and that there will be no trial. The defendant further understands that if he pleads guilty, the Court may ask him questions about the offense or offenses to which he pleaded guilty, and if the defendant

answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making a false statement. The defendant also understands that by pleading guilty to a felony offense, he will, as a result, lose his right to possess a firearm or ammunition and might be deprived of other rights, such as the right to vote or register to vote, hold public office, or serve on a jury.

15. Waiver of Appellate and Post-Conviction Rights.

The defendant acknowledges, understands and agrees that by pleading guilty pursuant to this plea agreement he waives his right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement, except on grounds of (1) ineffective assistance of counsel; or (2) prosecutorial misconduct.

The defendant expressly waives his right to appeal his sentence, directly or collaterally, on any ground except claims of (1) ineffective assistance of counsel; (2) prosecutorial misconduct; or (3) an illegal sentence. The defendant further waives any pretrial motions he might otherwise be entitled to raise and litigate if this case were to proceed to trial. An “illegal sentence” includes a sentence imposed in excess of the statutory maximum, but does *not* include less serious sentencing errors, such as a misapplication of the Sentencing Guidelines, an abuse of discretion, or the imposition of an unreasonable sentence. However, if the Government exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government’s appeal, cross-appeal his sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

16. Financial Obligations. By entering into this plea agreement, the defendant represents that he understands and agrees to the following financial obligations:

a. The Court may order restitution to the victims of the offense to which the defendant is pleading guilty. The defendant agrees that the Court may order restitution in connection with the conduct charged in any counts of the Indictment which are to be dismissed and all other uncharged related criminal activity.

b. The Government may use the Federal Debt Collection Procedures Act and any other remedies provided by law to enforce any restitution order that may be entered as part of the sentence in this case and to collect any fine.

c. The Court may order forfeiture of assets pursuant to 18 U.S.C. § 982(a)(2)(B). The defendant agrees to forfeit to the United States voluntarily and immediately all of his right, title, and interest to any and all assets subject to forfeiture pursuant to 18 U.S.C. § 982(a)(2)(B), including but not limited to a money judgment in the amount of \$21,000, as further described in Paragraphs 6(i) to 6(l), above. The defendant knowingly and voluntarily waives his right to a jury trial on the forfeiture of assets. The defendant knowingly and voluntarily waives all constitutional, legal and equitable defenses to the forfeiture of these assets in any proceeding. The defendant agrees to waive any jeopardy defense, and agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of the assets by the United States, the State of Missouri or its subdivisions. The defendant waives defenses or defects that may pertain to the forfeiture.

d. The defendant reserves the right to argue to Probation and at sentencing that he is unable to pay a fine, and that no fine should be imposed. The defendant understands that it is his burden to affirmatively prove that he is unable to pay a fine, and agrees to provide a financial statement under penalty of perjury to the Probation Officer and the government in advance of the issuance of the draft Presentence Investigation Report, along with supporting documentation. The government retains the right to oppose the waiver of a fine. If the Court imposes a fine, the defendant agrees to pay such fine if and as ordered by the Court, up to the statutory maximum fine for the defendant's offense.

e. The defendant will fully and truthfully disclose all assets and property in which defendant has any interest, or over which the defendant exercises control directly or indirectly, including assets and property held by a spouse, nominee or other third party. The defendant's disclosure obligations are ongoing, and are in force from the execution of this agreement until the defendant has satisfied the restitution order in full.

f. Within 10 days of the execution of this plea agreement, at the request of the USAO, the defendant agrees to execute and submit: (1) a Tax Information Authorization form; (2) an Authorization to Release Information; (3) a completed financial disclosure statement; and (4) copies of financial information that the defendant submits to the U.S. Probation Office. The defendant understands that compliance with these requests will be taken into account when the Government

makes a recommendation to the Court regarding the defendant's acceptance of responsibility.

g. At the request of the Government, the defendant agrees to undergo any polygraph examination the Government might choose to administer concerning the identification and recovery of substitute assets and restitution.

h. The defendant hereby authorizes the Government to obtain a credit report pertaining to defendant, which will be used by the Government to evaluate the defendant's ability to satisfy any financial obligations imposed as part of the sentence.

i. The defendant understands that a Special Assessment will be imposed as part of the sentence in this case. The defendant promises to pay the Special Assessment of \$100.00 for each count of conviction by submitting a satisfactory form of payment to the Clerk of the Court prior to appearing for the sentencing proceeding in this case. The defendant agrees to provide the Clerk's receipt as evidence of defendant's fulfillment of this obligation at the time of sentencing.

j. The defendant certifies that defendant has made no transfer of assets or property for the purpose of (1) evading financial obligations created by this Agreement; (2) evading obligations that may be imposed by the Court; nor (3) hindering efforts of the Government to enforce such financial obligations. Moreover, the defendant promises that defendant will make no such transfers in the future.

k. In the event the Government learns of any misrepresentation in the financial disclosure statement, or of any asset in which the defendant had an interest at the time of this plea agreement that is not disclosed in the financial disclosure statement, and in the event such misrepresentation or nondisclosure changes the estimated net worth of the defendant by ten thousand dollars (\$10,000.00) or more, the Government may at its option: (1) choose to be relieved of its obligations under this plea agreement; or (2) let the plea agreement stand, collect the full forfeiture, restitution, and fines imposed by any criminal or civil judgment, and also collect 100% (one hundred percent) of the value of any previously undisclosed assets. The defendant agrees not to contest any collection of such assets. In the event the Government opts to be relieved of its obligations under this plea agreement, the defendant's previously entered plea of guilty shall remain in effect and cannot be withdrawn.

17. **Waiver of FOIA Request.** The defendant waives all of his rights, whether asserted directly or by a representative, to request or receive, or to authorize any third party to request or receive, from any department or agency of the United States any records pertaining to the

investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

18. Waiver of Claim for Attorney's Fees. The defendant waives all of his claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

19. Defendant's Breach of Plea Agreement. If the defendant commits any crimes, violates any conditions of release, or violates any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or otherwise breaches this plea agreement, the Government will be released from its obligations under this agreement. The defendant, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw his plea of guilty.

The defendant also understands and agrees that in the event he violates this plea agreement, all statements made by him to law enforcement agents subsequent to the execution of this plea agreement, any testimony given by him before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against him in any and all criminal proceedings. The defendant waives any rights that he might assert under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any statements made by him subsequent to this plea agreement.

20. Defendant's Representations. The defendant acknowledges that he has entered into this plea agreement freely and voluntarily after receiving the effective assistance, advice and

approval of counsel. The defendant acknowledges that he is satisfied with the assistance of counsel, and that counsel has fully advised him of his rights and obligations in connection with this plea agreement. The defendant further acknowledges that no threats or promises, other than the promises contained in this plea agreement, have been made by the Government, the Court, his attorneys or any other party to induce him to enter his plea of guilty.

21. No Undisclosed Terms. The Government and defendant acknowledge and agree that the above-stated terms and conditions, together with any written supplemental agreement that might be presented to the Court in camera, constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in this agreement or any written supplemental agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

22. Standard of Interpretation. The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this plea agreement should be interpreted according to general contract principles and the words employed are to be given their normal and ordinary meanings. The parties further agree that, in interpreting this agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

Teresa A. Moore
United States Attorney
United States Attorney's Office for the Western
District of Missouri

Kenneth A. Polite, Jr.
Assistant Attorney General
Criminal Division
U.S. Department of Justice

Dated: 5/9/2023

/s/ Matthew Blackwood
Matthew Blackwood
Assistant United States Attorney

/s/ Louisa Becker
Louisa Becker
Senior Counsel
USDOJ, Criminal Division
Computer Crime & Intellectual Property Section

I have consulted with my attorneys and fully understand all of my rights with respect to the offense charged in the Indictment. Further, I have consulted with my attorneys and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorneys. I understand this plea agreement and I voluntarily agree to it.

Dated: 5/15/23

Michael D. Mihalo
Michael D. Mihalo
Defendant

I am defendant Michael D. Mihalo's attorney. I have fully explained to him his rights with respect to the offense charged in the Indictment. Further, I have reviewed with him the provisions of the Sentencing Guidelines, which might apply in this case. I have carefully reviewed every part of this plea agreement with him. To my knowledge, Mihalo's decision to enter into this plea agreement is an informed and voluntary one.

Dated: 5/15/23

Robert Kuchar
Robert Kuchar, Attorney for Defendant

Dated: _____

William Marc Ermine, Attorney for Defendant