

1 NICOLA T. HANNA
United States Attorney
2 PATRICK R. FITZGERALD
Assistant United States Attorney
3 Chief, National Security Division
ELLEN LANSDEN (Cal. Bar No. 274096)
4 Assistant United States Attorney
Cyber & Intellectual Property Crimes Section
5 1500 United States Courthouse
312 North Spring Street
6 Los Angeles, California 90012
Telephone: (213) 894-3176
7 Facsimile: (213) 894-0141
E-mail: ellen.lansden@usdoj.gov
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Attorneys for Plaintiff
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 TREVON MAURICE FRANKLIN,
aka "Tre-Von M. King,"

16 Defendant.
17

No. CR 17-206-JAK

PLEA AGREEMENT FOR DEFENDANT
TREVON MAURICE FRANKLIN

18
19 1. This constitutes the plea agreement between TREVON MAURICE
20 FRANKLIN ("defendant") and the United States Attorney's Office for
21 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. Give up the right to indictment by a grand jury, and
28 at the earliest opportunity requested by the USAO and provided by the

1 Court, appear and plead guilty to the sole count of the superseding
2 information in United States v. Trevon Maurice Franklin, CR No. 17-
3 206-JAK, in the form attached to this agreement as Exhibit A or a
4 substantially similar form, which charges defendant with Criminal
5 Infringement of a Copyright, in violation of 17 U.S.C.

6 § 506(a)(1)(B), 18 U.S.C. §§ 2319(a), (c)(3), a Class A misdemeanor.

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

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

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

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

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

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

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

25 i. Defendant shall possess and use only those
26 Digital Devices and Internet Accounts that have been disclosed to,
27 and approved by, the Probation Office upon commencement of
28 supervision. Any changes or additions to Digital Devices or Internet

1 Accounts are to be disclosed to, and approved by, the Probation
2 Officer prior to the first use of same. Disclosure shall include
3 both user names and passwords for all Digital Devices and Internet
4 Accounts. Digital Devices include, but are not limited to, personal
5 computers, tablet computers such as iPads, mobile/cellular
6 telephones, personal data assistants, digital storage media, devices
7 or media which provide access to electronic games, devices that can
8 access or can be modified to access the Internet, as well as any of
9 their peripheral equipment. Internet Accounts include, but are not
10 limited to, email accounts, social media accounts, electronic
11 bulletin boards, or other accounts on the Internet.

12 ii. After the Probation Officer has given defendant
13 approval to use a particular Digital Device or Internet Account,
14 defendant need not notify the Probation Officer about subsequent use
15 of that particular Digital Device or Internet Account. Defendant
16 shall, however, notify his Probation Officer of any additions to,
17 removals from, or other modifications of the hardware or software on
18 any Digital Device or Internet Account that defendant causes to
19 occur, within one week of that addition, removal or modification.
20 The defendant shall not hide or encrypt files or data without
21 specific prior approval from the Probation Officer.

22 iii. Defendant shall provide the Probation Officer
23 with all billing records for any service or good relating to any
24 Digital Device or Internet Account, including those for cellular
25 telephone, cable, Internet and satellite services, as requested by
26 the Probation Officer, so that the Probation Officer can verify
27 compliance with these requirements.

28

1 iv. Defendant shall comply with the rules and
2 regulations of the Computer Monitoring Program. Defendant shall pay
3 the cost of the Computer Monitoring Program, in an amount not exceed
4 \$32 per month per device connected to the internet.

5 THE USAO'S OBLIGATIONS

6 3. The USAO agrees to:

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

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

10 c. At the time of sentencing, move to dismiss the
11 indictment filed against defendant in United States v. Trevon Maurice
12 Frankin, CR No. 17-206-JAK, on April 11, 2017, in the Central
13 District of California. Defendant agrees, however, that at the time
14 of sentencing the Court may consider any dismissed charges in
15 determining the applicable Sentencing Guidelines range, the propriety
16 and extent of any departure from that range, and the sentence to be
17 imposed.

18 d. At the time of sentencing, provided that defendant
19 demonstrates an acceptance of responsibility for the offense up to
20 and including the time of sentencing, recommend a two-level reduction
21 in the applicable Sentencing Guidelines offense level, pursuant to
22 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
23 additional one-level reduction if available under that section.

24 NATURE OF THE OFFENSE

25 4. Defendant understands that for defendant to be guilty of a
26 violation of 17 U.S.C. § 506(a)(1)(B), 18 U.S.C. §§ 2319(a), (c)(3),
27 a Class A misdemeanor, the following must be true: (a) there was a
28 copyright; (b) defendant infringed that copyright by reproduction or

1 distribution of one or more copies or phonorecords of the copyrighted
2 work within a 180-day period; (c) the total retail value of the
3 copyrighted work was more than \$1,000; and (d) defendant acted
4 willfully.

5 PENALTIES

6 5. Defendant understands that the statutory maximum sentence
7 that the Court can impose for a violation of 17 U.S.C.
8 § 506(a)(1)(B), 18 U.S.C. §§ 2319(a), (c)(3), a class A misdemeanor,
9 is: one year imprisonment followed by a one-year period of supervised
10 release, or five years probation; a fine of \$100,000; and a mandatory
11 special assessment of \$100.

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

21 7. Defendant understands that the conviction in this case may
22 also subject defendant to various other collateral consequences,
23 including but not limited to revocation of probation, parole, or
24 supervised release in another case and suspension or revocation of a
25 professional license. Defendant understands that unanticipated
26 collateral consequences will not serve as grounds to withdraw
27 defendant's guilty plea.

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FACTUAL BASIS

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2 8. Defendant admits that defendant is, in fact, guilty of the
3 offense to which defendant is agreeing to plead guilty. Defendant
4 and the USAO agree to the statement of facts provided below and agree
5 that this statement of facts is sufficient to support a plea of
6 guilty to the charge described in this agreement and to establish the
7 Sentencing Guidelines factors set forth in paragraph 100 below but is
8 not meant to be a complete recitation of all facts relevant to the
9 underlying criminal conduct or all facts known to either party that
10 relate to that conduct.

11 Between on or about February 20, 2016 and February 22,
12 2016, defendant willfully infringed the copyright of the motion
13 picture Deadpool by reproducing and distributing more than one
14 copy of that copyrighted work, which had a total retail value of
15 at least \$1,000.

16 Specifically, at some point before February 20, 2016, defendant
17 downloaded from the website www.putlocker.is an unauthorized copy of
18 the movie Deadpool, which defendant knew he was not authorized to
19 obtain. On February 20, 2016, using the moniker Tre-Von M. King,
20 defendant uploaded the unauthorized copy of Deadpool to his Facebook
21 account. Between February 20 and 22, 2016, while Deadpool was still
22 in theaters and had not yet been made available for purchase by the
23 public for home viewing, the copy of Deadpool defendant posted to his
24 Facebook page had been viewed over 6,386,456 times.

25 Defendant willfully infringed the copyright held by others when
26 he, without the authorization of the copyright holder, Twentieth
27 Century Fox Film Corporation ("Fox"), distributed and reproduced
28 Deadpool by uploading it to Facebook.

1 The total retail value of Deadpool exceeded \$1,000, as the
2 infringement amount totaled more than \$1,000 (based on a calculation
3 of the percentage of viewers who would have paid for a ticket to see
4 Deadpool in theaters but did not as a result of defendant's actions,
5 multiplied by the average ticket price).

6 SENTENCING FACTORS

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

19 10. Defendant and the USAO agree to the following applicable
20 Sentencing Guidelines factors:

21 Base offense Level:	8	[U.S.S.G. § 2B5.3(a)]
22 Uploading:	+2	[U.S.S.G. § 2B5.3(b)(3)]
23 No Financial Gain	-2	[U.S.S.G. § 2B5.3(b)(4)]

24
25 Defendant and the USAO reserve the right to argue that additional
26 specific offense characteristics, adjustments, and departures under
27 the Sentencing Guidelines are appropriate.
28

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

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

7 WAIVER OF CONSTITUTIONAL RIGHTS

8 13. Defendant understands that by pleading guilty, defendant
9 gives up the following rights:

10 a. The right to persist in a plea of not guilty.

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

12 c. The right to be represented by counsel -- and if
13 necessary have the court appoint counsel -- at trial. Defendant
14 understands, however, that, defendant retains the right to be
15 represented by counsel -- and if necessary have the court appoint
16 counsel -- at every other stage of the proceeding.

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

20 e. The right to confront and cross-examine witnesses
21 against defendant.

22 f. The right to testify and to present evidence in
23 opposition to the charges, including the right to compel the
24 attendance of witnesses to testify.

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

28

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

4 WAIVER OF RETURN OF DIGITAL DATA

5 14. Understanding that the government has in its possession
6 digital devices and/or digital media seized from defendant, defendant
7 waives any right to the return of digital data contained on those
8 digital devices and/or digital media and agrees that if any of these
9 digital devices and/or digital media are returned to defendant, the
10 government may delete all digital data from those digital devices
11 and/or digital media before they are returned to defendant.

12 WAIVER OF APPEAL OF CONVICTION

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

18 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

19 16. Defendant gives up the right to appeal all of the
20 following: (a) the procedures and calculations used to determine and
21 impose any portion of the sentence; (b) the term of imprisonment
22 imposed by the Court, provided it is within the statutory maximum;
23 (c) the fine imposed by the court, provided it is within the
24 statutory maximum; (d) the term of probation or supervised release
25 imposed by the Court, provided it is within the statutory maximum;
26 and (e) any of the following conditions of probation or supervised
27 release imposed by the Court: the conditions set forth in General
28 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing

1 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and any
2 conditions of probation or supervised release agreed to by defendant
3 in paragraph 2 above, including the computer crime conditions listed
4 in paragraph 2.h above.

5 17. The USAO agrees that, provided (a) all portions of the
6 sentence are at or below the statutory maximum specified above and
7 (b) the Court imposes a term of imprisonment of no less than two
8 months' imprisonment, the USAO gives up its right to appeal any
9 portion of the sentence.

10 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

1 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

5 EFFECTIVE DATE OF AGREEMENT

6 20. This agreement is effective upon signature and execution of
7 all required certifications by defendant, defendant's counsel, and an
8 Assistant United States Attorney.

9 BREACH OF AGREEMENT

10 21. Defendant agrees that if defendant, at any time after the
11 signature of this agreement and execution of all required
12 certifications by defendant, defendant's counsel, and an Assistant
13 United States Attorney, knowingly violates or fails to perform any of
14 defendant's obligations under this agreement ("a breach"), the USAO
15 may declare this agreement breached. All of defendant's obligations
16 are material, a single breach of this agreement is sufficient for the
17 USAO to declare a breach, and defendant shall not be deemed to have
18 cured a breach without the express agreement of the USAO in writing.
19 If the USAO declares this agreement breached, and the Court finds
20 such a breach to have occurred, then: (a) if defendant has previously
21 entered a guilty plea pursuant to this agreement, defendant will not
22 be able to withdraw the guilty plea, and (b) the USAO will be
23 relieved of all its obligations under this agreement.

24 22. Following the Court's finding of a knowing breach of this
25 agreement by defendant, should the USAO choose to pursue any charge
26 that was either dismissed or not filed as a result of this agreement,
27 then:
28

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

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

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

20 COURT AND PROBATION OFFICE NOT PARTIES

21 23. Defendant understands that the Court and the United States
22 Probation Office are not parties to this agreement and need not
23 accept any of the USAO's sentencing recommendations or the parties'
24 agreements to facts or sentencing factors.

25 24. Defendant understands that both defendant and the USAO are
26 free to: (a) supplement the facts by supplying relevant information
27 to the United States Probation Office and the Court, (b) correct any
28 and all factual misstatements relating to the Court's Sentencing

1 Guidelines calculations and determination of sentence, and (c) argue
2 on appeal and collateral review that the Court's Sentencing
3 Guidelines calculations and the sentence it chooses to impose are not
4 error, although each party agrees to maintain its view that the
5 calculations in paragraph 10 are consistent with the facts of this
6 case. While this paragraph permits both the USAO and defendant to
7 submit full and complete factual information to the United States
8 Probation Office and the Court, even if that factual information may
9 be viewed as inconsistent with the facts agreed to in this agreement,
10 this paragraph does not affect defendant's and the USAO's obligations
11 not to contest the facts agreed to in this agreement.

12 25. Defendant understands that even if the Court ignores any
13 sentencing recommendation, finds facts or reaches conclusions
14 different from those agreed to, and/or imposes any sentence up to the
15 maximum established by statute, defendant cannot, for that reason,
16 withdraw defendant's guilty plea, and defendant will remain bound to
17 fulfill all defendant's obligations under this agreement. Defendant
18 understands that no one -- not the prosecutor, defendant's attorney,
19 or the Court -- can make a binding prediction or promise regarding
20 the sentence defendant will receive, except that it will be within
21 the statutory maximum.

22 NO ADDITIONAL AGREEMENTS

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

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. 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

NICOLA T. HANNA
United States Attorney

Ellen E. Lansden

ELLEN E. LANSDEN
Assistant United States Attorney

5/15/18
Date

Trevon M. Franklin

TREVON MAURICE FRANKLIN
Defendant

5-3-2018
Date

Summer Lacey

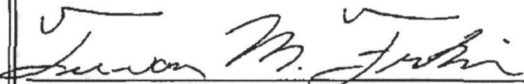
SUMMER LACEY
Attorney for Defendant
TREVON MAURICE FRANKLIN

5-3-2018
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

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

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9 TREVON MAURICE FRANKLIN
Defendant

5-3-2018
Date

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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am TREVON MAURICE FRANKLIN'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
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1 agreement is an informed and voluntary one; and the factual basis set
2 forth in this agreement is sufficient to support my client's entry of
3 a guilty plea pursuant to this agreement.

4 
5 _____
6 SUMMER LACEY
7 Attorney for Defendant
8 TREVON MAURICE FRANKLIN
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5-3-2018

Date

EXHIBIT A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

TREVON MAURICE FRANKLIN,
aka "Tre-Von M. King,"

Defendant.

CR No. 17-206-JAK

F I R S T
S U P E R S E D I N G
I N F O R M A T I O N

[17 U.S.C. § 506(a)(1)(B) and 18
U.S.C. § 2319(a), (c)(3): Criminal
Infringement of a Copyright]

The United States Attorney charges:

[17 U.S.C. § 506(a)(1)(B) and 18 U.S.C. § 2319(a), (c)(3)]

Between on or about February 20, 2016 and February 22, 2016, in
Los Angeles County, within the Central District of California, and
elsewhere, defendant TREVON MAURICE FRANKLIN, also known as "Tre-Von
M. King," did willfully infringe the copyright of a copyrighted work,
namely the motion picture Deadpool, by the reproduction and
distribution, including by electronic means, during a 180-day period,

//

1 of at least one copy and phonorecord of Deadpool, which had a total
2 retail value of at least \$1,000.

3
4 NICOLA T. HANNA
5 United States Attorney

6
7 PATRICK R. FITZGERALD
8 Assistant United States Attorney
9 Chief, National Security Division

10 RYAN D. WHITE
11 Assistant United States Attorney
12 Chief, Cyber & Intellectual
13 Property Crimes Section

14 ELLEN E. LANSDEN
15 Assistant United States Attorney
16 Cyber & Intellectual Property
17 Crimes Section
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