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7  
8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,

Case No. 20CR01182-BAS

11 Plaintiff,

PLEA AGREEMENT

12 v.

13 KIRILL VICTOROVICH FIRSOV,

14 Defendant.  
15

16  
17 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF AMERICA,  
18 through its counsel, Robert S. Brewer, Jr., United States Attorney, and Alexandra F. Foster,  
19 Assistant United States Attorney, and defendant, Kirill Victorovich Firsov, with the advice  
20 and consent of Igor Litvak, counsel for defendant, as follows:

21 I  
22 THE PLEA

23 Defendant agrees to plead guilty to the ~~XXXXXXXX~~ <sup>Information</sup> charging defendant with:

24 Beginning on a date unknown and continuing up to and including on or about  
25 March 4, 2020, in the Southern District of California, and elsewhere,  
26 defendant Kirill Victorovich FIRSOV, without the authorization of the issuer  
27 of access devices, to wit account names and passwords of Company A  
28 customers, knowingly and with intent to defraud, aided and abetted the  
solicitation of buyers through the DEER.IO platform with the purpose of  
offering and selling said access devices, said conduct affecting interstate and

Plea Agreement

Def. Initials KF

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1 foreign commerce, in that the access devices were offered and sold via the  
2 internet, in violation of 18 U.S.C. §§ 2, 1029(a)(6)(A) and 1029(c)(1)(A)(i).

3 In exchange for Defendant's guilty plea, the government agrees not to prosecute  
4 defendant thereafter on activity related to this count, unless Defendant breaches the plea  
5 agreement, or the guilty plea entered pursuant to this plea agreement is set aside for any  
6 reason. Defendant expressly waives all constitutional and statutory defenses to the  
7 reinstatement of any charges dismissed pursuant to this agreement.

8 **II**  
9 **NATURE OF THE OFFENSE**

10 **A. ELEMENTS EXPLAINED**

11 Defendant understands that the offense to which he is pleading guilty has the  
12 following elements:

- 13 1. Defendant knowingly aided and abetted the solicitation of a person for the  
14 purpose of offering an access device;
- 15 2. The criminal, whom Defendant aided and abetted, solicited that person  
16 without authorization of the issuer of the access device;
- 17 3. Defendant acted with the intent to defraud; and
- 18 4. Defendant's conduct in some way affected commerce between one state and  
19 another state, or between a state of the United States and a foreign country.

20 An "access device" means any card, plate, code, account number, electronic serial  
21 number, mobile identification number, personal identification number, or other  
22 telecommunications service, equipment, or instrument identifier, or other means of account  
23 access, that can be used alone or in conjunction with another access device, to obtain  
24 money, goods, services, or any other thing of value, or that can be used to initiate a transfer  
25 of funds (other than a transfer originated solely by paper instrument).

26 //  
27 //  
28 //

B. ELEMENTS UNDERSTOOD AND ADMITTED – FACTUAL BASIS

Defendant has fully discussed the facts of this case with defense counsel. Defendant has committed each of the elements of the crime, and admits that there is a factual basis for this guilty plea. The following facts are true and undisputed:

1. Up through March 7, 2020, Kirill Firsov was the administrator of a cyber platform, DEER.IO, which catered to cyber criminals. Firsov was well paid for his work administering and maintaining DEER.IO.
2. DEER.IO is a Russian-based platform that allows criminals to purchase access to cyber storefronts and sell illegal products or services through the DEER.IO platform.
3. DEER.IO started operations as of at least October 2013, and, as of March 2020, had approximately 3,000 active shops with sales exceeding \$17 million.
4. On March 1, 2019, when a person logged into DEER.IO, it looked like this:



5. The DEER.IO platform offered a turnkey online storefront design and hosting platform, from which cybercriminals could advertise and sell their products, such as

1 harvested credentials and hacked servers, and services, such as assistance  
2 performing a panoply of cyber hacking activities. As detailed above, a criminal  
3 could just "sign up," "configure wallets to receive funds," "upload products," and  
4 "get money."

5 6. Once shop access was purchased via the DEER.IO platform, the site then guided the  
6 newly-minted shop owner through an automated set-up to upload the products and  
7 services on offer through the shop and configure crypto-currency wallets to collect  
8 payments for the purchased products and/or services. A cybercriminal who wanted  
9 to sell contraband or offer criminal services through DEER.IO could purchase a  
10 storefront directly from the DEER.IO website for 800 Rubles (approximately  
11 \$12.50) per month. The monthly fee was payable by Bitcoin or a variety of online  
12 Russian payment methods such as WebMoney, a Russian based money transfer  
13 system similar to PayPal.

14 7. The shop owner had the option to purchase a storefront name linked to DEER.IO or  
15 one its subdomains, like DEER.ST, DEER.IS or DEER.EE (e.g., [https://\[SHOP NAME\].deer.io](https://[SHOP NAME].deer.io), such as ONLYYFB.DEER.IO, SHIKISHOP.DEER.IO and  
16 SELLACCSS.DEER.IS), or a custom name (e.g., [https://\[SHOP NAME\]](https://[SHOP NAME]), such as  
17 SQLBAZAR.SHOP and ISIS.RENTS.HOUSE), which directed the prospective  
18 buyer to the storefront infrastructure hosted on DEER.IO.

19 8. Here was the storefront for SHIKISHOP.DEER.IO, one of the shops on DEER's  
20 platform:  
21  
22  
23  
24  
25  
26  
27  
28



1 Many of these victims were located in Europe and the United States --including  
2 victims in the Southern District of California.

3 12. On or about March 4, 2020, the FBI purchased approximately 1,100 gamer accounts  
4 from the DEER.IO store ACCOUNT-MARKET.DEER.IS for under \$20 in Bitcoin.  
5 Once payment was complete, the FBI obtained the gamer accounts, including the  
6 user name and password for each account. Out of the 1,100 gamer accounts, 249  
7 accounts were hacked Company A accounts. Company A confirmed that if a hacker  
8 gained access to the user name and password of the user account, that hacker could  
9 use that account. A gamer account provides access to the user's media library. The  
10 accounts also often have linked payment methods, so the hacker could use the linked  
11 payment method to make additional purchases on the account. Some users also have  
12 subscription-based services attached to their gamer accounts.

13 13. Company A is located in San Diego, California. It operates interactive video gaming  
14 platforms, and sells related products and services. Like other video gaming  
15 platforms, Company A users have individual gamer accounts protected by user  
16 names and passwords. Company A confirmed that the 249 accounts were actual  
17 accounts, and at least seven of them had been flagged for potentially fraudulent  
18 activity on the account.

19 14. Firsov was arrested upon arrival at JFK Airport in New York on March 7, 2020.  
20 Firsov waived his *Miranda* rights and signed an advice of rights (in Russian) and  
21 agreed to speak with FBI agents. Firsov told the agents that he was the administrator  
22 of DEER.IO. FIRSOV confirmed that he posted advertisements on cybercriminal  
23 forums recruiting both sellers and buyers to the DEER.IO platform. Firsov also  
24 explained that the advertised numbers -over \$17 million as of March 2020- was  
25 carefully calculated and updated to accurately reflect the amount of money that  
26 DEER.IO shopkeepers had been paid.

27 15. Firsov maintains that the bulk of the sales on DEER.IO were Russian accounts, but  
28 the parties agree that the government could show that shop owners on the DEER.IO

platform sold at least \$1.2 million in U.S.-based stolen information, to include the gamer accounts identified above.<sup>1</sup>

III  
PENALTIES

Defendant understands that the crime to which he is pleading guilty carries the following penalties:

- A. a maximum 10 years in prison;
- B. a maximum \$250,000 fine;
- C. a mandatory special assessment of \$100;
- D. a term of supervised release of no more than 3 years. Defendant understands that failure to comply with any of the conditions of supervised release may result in revocation of supervised release, requiring defendant to serve in prison, upon any such revocation, all or part of the statutory maximum term of supervised release for the offense that resulted in such term of supervised release;
- E. restitution to the victim of the offense for the full amount of its losses pursuant to 18 U.S.C. § 3663A; and
- F. Defendant has been advised by counsel and understands that because defendant is not a citizen of the United States, his conviction in this case will make it practically inevitable and a virtual certainty that defendant will be removed or deported from the United States. Defendant may also be denied United States citizenship and admission to the United States in the future.

IV  
DEFENDANT'S WAIVER OF TRIAL RIGHTS

Defendant understands that this guilty plea waives the right to:

- A. Continue to plead not guilty and require the Government to prove the elements of the crime beyond a reasonable doubt;

<sup>1</sup> Firsov further concedes that his behavior meets the jurisdictional requirements of 18 USC Sec. 1029(h), since the offense involved access devices issued, owned, managed and controlled by Company A, and he transported his laptop into the United States, which was an article used to assist in the commission of the offense.

- 1 B. A speedy and public trial by jury;
- 2 C. The assistance of counsel at all stages of trial;
- 3 D. Confront and cross-examine adverse witnesses;
- 4 E. Testify and present evidence and to have witnesses testify on behalf of
- 5 defendant; and,
- 6 F. Not testify or have any adverse inferences drawn from the failure to testify.

V

**DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE  
PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE  
INFORMATION**

The Government represents that any information establishing the factual innocence of defendant known to the undersigned prosecutor in this case has been turned over to defendant. The Government will continue to provide such information establishing the factual innocence of defendant.

Defendant understands that if this case proceeded to trial, the Government would be required to provide impeachment information relating to any informants or other witnesses. In addition, if defendant raised an affirmative defense, the Government would be required to provide information in its possession that supports such a defense. Defendant acknowledges, however, that by pleading guilty defendant will not be provided this information, if any, and defendant also waives the right to this information. Finally, defendant agrees not to attempt to withdraw the guilty plea or to file a collateral attack based on the existence of this information.

VI

**DEFENDANT'S REPRESENTATION THAT GUILTY  
PLEA IS KNOWING AND VOLUNTARY**

Defendant represents that:

- 26 A. Defendant has had a full opportunity to discuss all the facts and circumstances
- 27 of this case with defense counsel and has a clear understanding of the charges
- 28 and the consequences of this plea. Defendant understands that, by pleading



1 guilty, defendant may be giving up, and rendered ineligible to receive,  
2 valuable government benefits and civic rights, such as the right to vote, the  
3 right to possess a firearm, the right to hold office, and the right to serve on a  
4 jury. Defendant further understands that the conviction in this case may  
5 subject defendant to various collateral consequences, including but not limited  
6 to deportation, removal or other adverse immigration consequences;  
7 revocation of probation, parole, or supervised release in another case;  
8 debarment from government contracting; and suspension or revocation of a  
9 professional license, none of which will serve as grounds to withdraw  
10 defendant's guilty plea.

11 B. No one has made any promises or offered any rewards in return for this  
12 guilty plea, other than those contained in this agreement or otherwise  
13 disclosed to the Court.

14 C. No one has threatened defendant or defendant's family to induce this guilty  
15 plea.

16 D. Defendant is pleading guilty because in truth and in fact defendant is guilty  
17 and for no other reason.

18 VII

19 AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE  
20 SOUTHERN DISTRICT OF CALIFORNIA

21 This plea agreement is limited to the United States Attorney's Office for the Southern  
22 District of California, and cannot bind any other federal, state or local prosecuting,  
23 administrative, or regulatory authorities, although the Government will bring this plea  
24 agreement to the attention of other authorities if requested by the defendant.

25 VIII

26 APPLICABILITY OF SENTENCING GUIDELINES

27 Defendant understands the sentence imposed will be based on the factors set forth  
28 in 18 U.S.C. § 3553(a). Defendant understands further that in imposing the sentence, the  
sentencing judge must consult the United States Sentencing Guidelines (Guidelines) and  
take them into account. Defendant has discussed the Guidelines with defense counsel and  
understands that the Guidelines are only advisory, not mandatory, and the Court may  
impose a sentence more severe or less severe than otherwise applicable under the

1 Guidelines, up to the maximum in the statute of conviction. Defendant understands further  
 2 that the sentence cannot be determined until a presentence report has been prepared by the  
 3 U.S. Probation Office and defense counsel and the Government have had an opportunity  
 4 to review and challenge the presentence report. Nothing in this plea agreement shall be  
 5 construed as limiting the Government's duty to provide complete and accurate facts to the  
 6 district court and the U.S. Probation Office.

7 **IX**

8 **SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE**

9 This plea agreement is made pursuant to Federal Rule of Criminal Procedure  
 10 11(c)(1)(B). Defendant understands that the sentence is within the sole discretion of the  
 11 sentencing judge. The Government has not made and will not make any representation as  
 12 to what sentence defendant will receive. Defendant understands that the sentencing judge  
 13 may impose the maximum sentence provided by statute, and is also aware that any estimate  
 14 of the probable sentence by defense counsel is a prediction, not a promise, and is not  
 15 binding on the Court. Likewise, the recommendation made by the Government is not  
 16 binding on the Court, and it is uncertain at this time what defendant's sentence will be.  
 17 Defendant also has been advised and understands that if the sentencing judge does not  
 18 follow any of the parties' sentencing recommendations, defendant nevertheless has no right  
 19 to withdraw the plea.

20 **X**

21 **PARTIES' SENTENCING RECOMMENDATIONS**

22 **A. SENTENCING GUIDELINE CALCULATIONS**

23 Although the parties understand that the Guidelines are only advisory and just one  
 24 of the factors the Court will consider under 18 U.S.C. § 3553(a) in imposing a sentence,  
 25 the Government will recommend the following Base Offense Level, Specific Offense  
 Characteristics, Adjustments and Departures:

26	Base offense level	6	(2B1.1)
27	Loss (\$550K-\$1.5 million)	+14	(2B1.1(b)(1)(H))
28	10 or more victims	+2	(2B1.1(b)(2)(A))

RSP	+2	(2B1.1(b)(4))
Outside the US/soph. means	+2	(2B1.1(b)(10)(B) or (C))
<u>Acceptance of Responsibility</u>	<u>-3</u>	<u>(3E1.1)</u>
Adjusted Offense Level	23	

**B. ACCEPTANCE OF RESPONSIBILITY**

Notwithstanding the above paragraph, the Government will not be obligated to recommend any adjustment for Acceptance of Responsibility if defendant engages in conduct inconsistent with acceptance of responsibility including, but not limited to, the following:

1. Fails to truthfully admit a complete factual basis as stated in the plea at the time the plea is entered, or falsely denies, or makes a statement inconsistent with, the factual basis set forth in this agreement;
2. Falsely denies prior criminal conduct or convictions;
3. Is untruthful with the Government, the Court or probation officer; or
4. Materially breaches this plea agreement in any way.

**C. FURTHER ADJUSTMENTS AND SENTENCE REDUCTIONS INCLUDING THOSE UNDER 18 U.S.C. § 3553**

The parties agree that defendant may request or recommend additional downward adjustments, departures, including criminal history departures under USSG § 4A1.3, or sentence reductions under 18 U.S.C. § 3553. The Government will oppose any such downward adjustments, departures, and sentence reductions not set forth in Section X, paragraph A above.

**D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY**

The parties have no agreement as to defendant's Criminal History Category.

**E. "FACTUAL BASIS" AND "RELEVANT CONDUCT" INFORMATION**

The parties agree that the facts in the "factual basis" paragraph of this agreement are true, and may be considered as "relevant conduct" under USSG § 1B1.3 and as the nature and circumstances of the offense under 18 U.S.C. § 3553(a)(1).

//

1 F. PARTIES' RECOMMENDATIONS REGARDING CUSTODY

2 The parties agree that the Government will recommend that defendant be sentenced  
3 at the low end of the advisory guideline range as calculated by the Government pursuant  
4 to this agreement.

5 G. SPECIAL ASSESSMENT/FINE/RESTITUTION

6 1. Special Assessment.

7 The parties will jointly recommend that defendant pay a special assessment in the  
8 amount of \$100.00 per felony count of conviction to be paid forthwith at time of  
9 sentencing. The special assessment shall be paid through the office of the Clerk of the  
10 District Court by bank or cashier's check or money order made payable to the "Clerk,  
11 United States District Court."

12 2. Fine and Restitution.

13 The parties have reached no agreement on the issue of restitution and fines. Each  
14 party is free to argue for or against restitution and/or fines at the time of sentencing.

15 3. Forfeiture.

16 Defendant consents and agrees to the forfeiture of all property seized in connection  
17 with this case, except that Defendant's cell phone and laptop will be wiped and provided  
18 to Defendant's counsel for return to Defendant upon completion of his prison term.

19 H. SUPERVISED RELEASE

20 If the Court imposes a term of supervised release, defendant agrees that he will not  
21 later seek to reduce or terminate early the term of supervised release until he has served at  
22 least 2/3 of his term of supervised release and has fully paid and satisfied any special  
23 assessments, fine, criminal forfeiture judgment and restitution judgment.

24 XI

DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

25 In exchange for the Government's concessions in this plea agreement, Defendant  
26 waives, to the full extent of the law, any right to appeal or to collaterally attack the  
27 conviction and any lawful restitution order, except a post-conviction collateral attack based  
28

1 on a claim of ineffective assistance of counsel. Defendant also waives, to the full extent of  
2 the law, any right to appeal or to collaterally attack the sentence, except a post-conviction  
3 collateral attack based on a claim of ineffective assistance of counsel, unless the Court  
4 imposes a custodial sentence above the high end of the guideline range recommended by  
5 the Government pursuant to this agreement at the time of sentencing, excluding any  
6 recommended variance. If the custodial sentence is greater than the high end of that range,  
7 Defendant may appeal, but the Government will be free to support on appeal the sentence  
8 actually imposed. If Defendant believes the Government's recommendation is not in  
9 accord with this plea agreement, Defendant will object at the time of sentencing; otherwise  
10 the objection will be deemed waived.

11 If at any time Defendant files a notice of appeal, appeals or collaterally attacks the  
12 conviction or sentence in violation of this plea agreement, said violation shall be a material  
13 breach of this agreement as further defined below.

14 XII  
BREACH OF THE PLEA AGREEMENT

15 Defendant acknowledges, understands and agrees that if defendant violates or fails  
16 to perform any of defendant's obligations under this agreement, such violation or failure to  
17 perform may constitute a material breach of this agreement.

18 Defendant acknowledges, understands and agrees further that the following non-  
19 exhaustive list of conduct by defendant unquestionably constitutes a material breach of this  
20 plea agreement:

- 21 1. Failing to plead guilty pursuant to this agreement;
- 22 2. Failing to fully accept responsibility as established in Section X, paragraph  
23 B, above;
- 24 3. Failing to appear in court;
- 25 4. Attempting to withdraw the plea;
- 26 5. Failing to abide by any lawful court order related to this case;
- 27 6. Appealing or collaterally attacking the sentence or conviction in violation of  
28 Section XI of this plea agreement; or
- 7. Engaging in additional criminal conduct from the time of arrest until the time  
of sentencing.

1 In the event of Defendant's material breach of this plea agreement, defendant will  
2 not be able to enforce any of its provisions, and the Government will be relieved of all its  
3 obligations under this plea agreement. For example, the Government may pursue any  
4 charges including those that were dismissed, promised to be dismissed, or not filed as a  
5 result of this agreement (defendant agrees that any statute of limitations relating to such  
6 charges is tolled as of the date of this agreement; defendant also waives any double  
7 jeopardy defense to such charges). In addition, the Government may move to set aside  
8 defendant's guilty plea. Defendant may not withdraw the guilty plea based on the  
9 Government's pursuit of remedies for defendant's breach.

10 Additionally, defendant agrees that in the event of his material breach of this plea  
11 agreement: (i) any statements made by defendant, under oath, at the guilty plea hearing  
12 (before either a Magistrate Judge or a District Judge); (ii) the stipulated factual basis  
13 statement in this agreement; and (iii) any evidence derived from such statements, are  
14 admissible against defendant in any prosecution of, or any action against, defendant. This  
15 includes the prosecution of the charge(s) that is the subject of this plea agreement or any  
16 charge(s) that the prosecution agreed to dismiss or not file as part of this agreement, but  
17 later pursues because of a material breach by the defendant. Additionally, defendant  
18 knowingly, voluntarily, and intelligently waives any argument under the United States  
19 Constitution, any statute, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the  
20 Federal Rules of Criminal Procedure, and/or any other federal rule, that the statements or  
21 any evidence derived from any statements should be suppressed or are inadmissible.

22 XIII

ENTIRE AGREEMENT

23 This plea agreement embodies the entire agreement between the parties and  
24 supersedes any other agreement, written or oral.

25 XIV

MODIFICATION OF AGREEMENT MUST BE IN WRITING

26 No modification of this plea agreement shall be effective unless in writing signed by  
27 all parties.  
28

XV

DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this agreement, defendant certifies that defendant has read it (or that it has been read to him in defendant's native language). Defendant has discussed the terms of this agreement with defense counsel and fully understands its meaning and effect.

XVI

DEFENDANT SATISFIED WITH COUNSEL

Defendant has consulted with counsel and is satisfied with counsel's representation. This is defendant's independent opinion, and his counsel did not advise him about what to say in this regard.

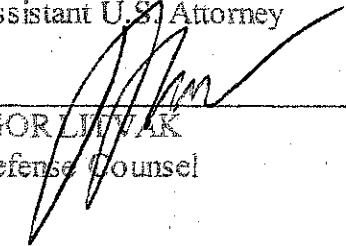
ROBERT S. BREWER, JR.  
United States Attorney



12/11/20

DATED


ALEXANDRA F. FOSTER  
Assistant U.S. Attorney



12/10/2020


DATED

IGOR LIYVAK  
Defense Counsel

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION ABOVE ARE TRUE. 

12/10/2020

DATED

  
KIRILL FIRSOV  
Defendant