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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,	)	CASE NO.
	)	
Plaintiff,	)	
	)	
v.	)	<b>PLEA AGREEMENT</b>
	)	
MATTHEW KEYS,	)	
	)	
Defendant.	)	
	)	
	)	
	)	
	)	

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**I.**

**INTRODUCTION**

**A. Scope of Agreement:** The information in this case charges the defendant with aiding and abetting the transmission of malicious code. This document contains the complete plea agreement between the United States Attorney's Office for the

1 Eastern District of California (the "government") and the  
2 defendant regarding this case. This plea agreement is limited to  
3 the United States Attorney's Office for the Eastern District of  
4 California and cannot bind any other federal, state, or local  
5 prosecuting, administrative, or regulatory authorities.

6 **B. Court Not a Party:** The Court is not a party to this plea  
7 agreement. Sentencing is a matter solely within the discretion of  
8 the Court, and the Court may take into consideration any and all  
9 facts and circumstances concerning the criminal activities of  
10 defendant, including activities which may not have been charged in  
11 the Indictment. The Court is under no obligation to accept any  
12 recommendations made by the government, and the Court may in its  
13 discretion impose any sentence it deems appropriate up to and  
14 including the statutory maximum stated in this plea agreement.

15 If the Court should impose any sentence up to the maximum  
16 established by the statute, the defendant cannot, for that reason  
17 alone, withdraw his guilty plea, and he will remain bound to  
18 fulfill all of the obligations under this plea agreement. The  
19 defendant understands that neither the prosecutor, defense  
20 counsel, nor the Court can make a binding prediction or promise  
21 regarding the sentence he will receive.

## 22 **II.**

### 23 **DEFENDANT'S OBLIGATIONS**

24 **A. Guilty Plea:** The defendant will plead guilty to aiding  
25 and abetting the transmission of malicious code in violation of 18  
26 U.S.C. §§ 1030(a)(5)(A) and (b)(4)(B), and 2. The defendant  
27 agrees that he is in fact guilty of these charges and that the  
28 facts set forth in the Factual Basis For Plea attached hereto as

1 Exhibit A are accurate.

2 The defendant agrees that this plea agreement will be filed  
3 with the Court and become a part of the record of the case. The  
4 defendant understands and agrees that he will not be allowed to  
5 withdraw his plea should the Court not follow the government's  
6 sentencing recommendations.

7 The defendant agrees that the statements made by him in  
8 signing this Agreement, including the factual admissions set forth  
9 in the factual basis, shall be admissible and useable against the  
10 defendant by the United States in any subsequent criminal or civil  
11 proceedings, even if the defendant fails to enter a guilty plea  
12 pursuant to this Agreement. The defendant waives any rights under  
13 Fed. R. Crim. P. 11(f) and Fed. R. Evid. 410, to the extent that  
14 these rules are inconsistent with this paragraph or with this  
15 Agreement generally.

16 **B. Waiver of Indictment:** The defendant understands that  
17 under the United States Constitution he is entitled to be indicted  
18 by a grand jury on the charges to which he is pleading guilty and  
19 that pursuant to Fed.R.Crim.P. 7(b) he agrees to waive any and all  
20 rights he has to being prosecuted by way of indictment to the  
21 charges set forth in the information. The defendant agrees that  
22 at a time set by the Court, he will sign a written waiver of  
23 prosecution by indictment and consent to proceed by information  
24 rather than by indictment.

25 **C. Restitution:** The Mandatory Victim Restitution Act  
26 requires the Court to order restitution to the victims of certain  
27 offenses. Defendant agrees that his conduct is governed by the  
28 Mandatory Restitution Act pursuant to 18 U.S.C. §

1 3663A(c) (1) (A) (ii) and agrees to pay the full amount of  
2 restitution to all victims affected by this offense, including,  
3 but not limited to, the victims covered in the factual basis, and  
4 other victims as a result of the defendant's conduct for the  
5 offenses charged from the periods of October 20, 2010 through  
6 January 2011. The amount of restitution will be no less than  
7 \$17,650.40 plus whatever KTXL Fox 40 is able to quantify as its  
8 loss resulting from the conduct described in Attachment A.

9 Defendant further agrees that he will not seek to discharge  
10 any restitution obligation or any part of such obligation in any  
11 bankruptcy proceeding.

12 Payment of restitution shall be by cashier's or certified  
13 check made payable to the Clerk of the Court.

14 **C. Fine:** The defendant reserves the right to argue  
15 inability to pay, but agrees to pay whatever criminal fine the  
16 Court might order.

17 **D. Special Assessment:** The defendant agrees to pay a  
18 special assessment of \$100 at the time of sentencing by delivering  
19 a check or money order payable to the United States District Court  
20 to the United States Probation Office immediately before the  
21 sentencing hearing. The defendant understands that this plea  
22 agreement is voidable at the option of the government if xxx fails  
23 to pay the assessment prior to that hearing.

24 **E. Violation of Plea Agreement by Defendant/Withdrawal of**  
25 **Plea:**

26 If the defendant, cooperating or not, violates this plea  
27 agreement in any way, withdraws his plea, or tries to withdraw his  
28 plea, this plea agreement is voidable at the option of the

1 government. The government will no longer be bound by its  
2 representations to the defendant concerning the limits on criminal  
3 prosecution and sentencing as set forth herein. One way a  
4 cooperating defendant violates the plea agreement is to commit any  
5 crime or provide any statement or testimony which proves to be  
6 knowingly false, misleading, or materially incomplete. Any post-  
7 plea conduct by a defendant constituting obstruction of justice  
8 will also be a violation of the agreement. The determination  
9 whether the defendant has violated the plea agreement will be  
10 under a probable cause standard.

11 If the defendant violates the plea agreement, withdraws his  
12 plea, or tries to withdraw his plea, the government shall have the  
13 right (1) to prosecute the defendant on any of the counts to which  
14 he/she pleaded guilty; (2) to reinstate any counts that may be  
15 dismissed pursuant to this plea agreement; and (3) to file any new  
16 charges that would otherwise be barred by this plea agreement.  
17 The defendant shall thereafter be subject to prosecution for any  
18 federal criminal violation of which the government has knowledge,  
19 including perjury, false statements, and obstruction of justice.  
20 The decision to pursue any or all of these options is solely in  
21 the discretion of the United States Attorney's Office.

22 By signing this plea agreement, the defendant agrees to waive  
23 any objections, motions, and defenses that the defendant might  
24 have to the government's decision. Any prosecutions that are not  
25 time-barred by the applicable statute of limitations as of the  
26 date of this plea agreement may be commenced in accordance with  
27 this paragraph, notwithstanding the expiration of the statute of  
28 limitations between the signing of this plea agreement and the

1 commencement of any such prosecutions. The defendant agrees not  
2 to raise any objections based on the passage of time with respect  
3 to such counts including, but not limited to, any statutes of  
4 limitation or any objections based on the Speedy Trial Act or the  
5 Speedy Trial Clause of the Sixth Amendment to any counts that were  
6 not time-barred as of the date of this plea agreement.

7 In addition, (1) all statements made by the defendant to the  
8 government or other designated law enforcement agents, or any  
9 testimony given by the defendant before a grand jury or other  
10 tribunal, whether before or after this plea agreement, shall be  
11 admissible in evidence in any criminal, civil, or administrative  
12 proceedings hereafter brought against the defendant; and (2) the  
13 defendant shall assert no claim under the United States  
14 Constitution, any statute, Rule 11(f) of the Federal Rules of  
15 Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or  
16 any other federal rule, that statements made by the defendant  
17 before or after this plea agreement, or any leads derived  
18 therefrom, should be suppressed. By signing this plea agreement,  
19 the defendant waives any and all rights in the foregoing respects.

20 **F. Forfeiture:** The defendant agrees to abandon all of his  
21 right title and interest to the FBI in an abandonment or  
22 forfeiture proceeding to the following listed items seized from  
23 his residence:

24 One MacBook Pro, Serial No. W880941MYJY, and power cable

25 One Toshiba hard drive, Serial No. zomcs367skm5, and cable

26 One Toshiba hard drive, Serial No. x83gfichsem8, and cable

27 The defendant agrees not to file a claim to any of the listed  
28 property in any civil proceeding, administrative or judicial,

1 which may be initiated. The defendant agrees to waive his right  
2 to notice of any abandonment or forfeiture proceeding involving  
3 this property, and agrees to not file a claim or assist others in  
4 filing a claim in that abandonment or forfeiture proceeding.

5 **III.**

6 **THE GOVERNMENT'S OBLIGATIONS**

7 **A. Dismissals:** The government agrees not to charge the  
8 defendant with any more crimes that are both complete as of the  
9 date of this agreement and based on the facts set forth in Exhibit  
10 A.

11 **B. Recommendations:**

12 **1. Incarceration Range:** The government will recommend  
13 that the defendant be sentenced to a term no longer than the low  
14 end of the applicable guideline range for the offense as  
15 determined by the Court.

16 **2. Acceptance of Responsibility:** The government will  
17 recommend a two-level reduction (if the offense level is less than  
18 16) or a three-level reduction (if the offense level reaches 16)  
19 in the computation of his offense level if the defendant clearly  
20 demonstrates acceptance of responsibility for his conduct as  
21 defined in U.S.S.G. § 3E1.1. This includes the defendant meeting  
22 with and assisting the probation officer in the preparation of the  
23 pre-sentence report, being truthful and candid with the probation  
24 officer, and not otherwise engaging in conduct that constitutes  
25 obstruction of justice within the meaning of U.S.S.G § 3C1.1,  
26 either in the preparation of the pre-sentence report or during the  
27 sentencing proceeding.

28 **IV.**

## **ELEMENTS OF THE OFFENSE**

At a trial, the government would have to prove beyond a reasonable doubt the following elements of the offense to which the defendant is pleading guilty, aiding and abetting the transmission of malicious code:

The Government would have to prove that someone, hereinafter referred to as "the Principal" committed the crime of transmission of code to cause damage to a protected computer. To do that, the Government would have to prove beyond a reasonable doubt:

First, that the Principal knowingly caused the transmission of a program, a code, a command, or information to a computer without authorization;

Second, as a result of the transmission, the Principal intentionally impaired the availability of data, a program, a system, or information;

Third, the impairment of the data, program, system, or information resulted in losses to one or more persons totaling at least \$5,000 in value at any time during the period charged in the indictment for that count,

Fourth, the computer damaged was used in interstate or foreign commerce or communication.

For the Defendant to be convicted as an aider and abetter, the Government would have to prove beyond a reasonable doubt:

First, someone committed the crime of transmission of a program, a code, a command, or information to a computer without authorization;

Second, the defendant knowingly and intentionally aided, counseled, commanded, induced or procured that person to commit



1 each element of transmission of malicious code; and

2 Third, the defendant acted before the crime was completed. It  
3 is not enough that the defendant merely associated with the person  
4 committing the crime, or unknowingly or unintentionally did things  
5 that were helpful to that person, or was present at the scene of  
6 the crime. The evidence must show beyond a reasonable doubt that  
7 the defendant acted with the knowledge and intention of helping  
8 that person commit transmission of malicious code.

9 The defendant fully understands the nature and elements of  
10 the crimes charged in the Indictment to which he is pleading  
11 guilty, together with the possible defenses thereto, and has  
12 discussed them with his attorney.

13 **V.**

14 **MAXIMUM SENTENCE**

15 **A. Maximum Penalty:** For each count to which the defendant is  
16 pleading guilty, the maximum sentence that the Court can impose is  
17 10 years of incarceration, a fine of \$250,000, a 3-year period of  
18 supervised release and a special assessment of \$100. By signing  
19 this Plea Agreement, the defendant also agrees that the Court can  
20 order the payment of restitution for the full loss caused by the  
21 defendant's wrongful conduct. The defendant agrees that the  
22 restitution order is not restricted to the amounts alleged in the  
23 specific counts to which the defendant is pleading guilty. The  
24 defendant further agrees that he will not attempt to discharge in  
25 any present or future bankruptcy proceeding any restitution  
26 imposed by the Court.

27 **B. Violations of Supervised Release:** The defendant  
28 understands that if he violates a condition of supervised release

1 at any time during the term of supervised release, the Court may  
2 revoke the term of supervised release and require the defendant to  
3 serve up to 2 additional years imprisonment.

4 **VI.**

5 **SENTENCING DETERMINATION**

6 **A. Statutory Authority:** The defendant understands that the  
7 Court must consult the Federal Sentencing Guidelines and must take  
8 them into account when determining a final sentence. The  
9 defendant understands that the Court will determine a non-binding  
10 and advisory guideline sentencing range for this case pursuant to  
11 the Sentencing Guidelines. The defendant further understands that  
12 the Court will consider whether there is a basis for departure  
13 from the guideline sentencing range (either above or below the  
14 guideline sentencing range) because there exists an aggravating or  
15 mitigating circumstance of a kind, or to a degree, not adequately  
16 taken into consideration by the Sentencing Commission in  
17 formulating the Guidelines. The defendant further understands  
18 that the Court, after consultation and consideration of the  
19 Sentencing Guidelines, must impose a sentence that is reasonable  
20 in light of the factors set forth in 18 U.S.C. § 3553(a).

21 **B. Estimated Guideline Calculation:** The government and the  
22 defendant agree that the following is their present best estimate  
23 of the sentencing guidelines variables. These estimates shall not  
24 be binding on the Court, the Probation Office, or the parties:

- |    |                               |    |
|----|-------------------------------|----|
| 25 | <b>1. Base Offense Level:</b> | 6  |
| 26 | U.S.S.G. §2B1.1(a)(1)         |    |
| 27 | <b>2. Loss Enhancement:</b>   | +4 |
| 28 | U.S.S.G. §2B1.1(b)(1)(C)      |    |

1                   **3. Computer Fraud**

+2

2                   U.S.S.G. §2B1.1(b) (17) (C)

+4

3                   **4. Acceptance of Responsibility:** See paragraph

4                   III(B) (2) above

5                   **5. Departures or Other Enhancements or Reductions:**

6       Notwithstanding these estimates, the defendant is free to  
7       recommend to the Court whatever sentence he believes is  
8       appropriate under 18 U.S.C. § 3553(a).

9                   **VII.**

10                  **WAIVERS**

11               **A. Waiver of Constitutional Rights:** The defendant  
12       understands that by pleading guilty he is waiving the following  
13       constitutional rights: (a) to plead not guilty and to persist in  
14       that plea if already made; (b) to be tried by a jury; (c) to be  
15       assisted at trial by an attorney, who would be appointed if  
16       necessary; (d) to subpoena witnesses to testify on his behalf; (e)  
17       to confront and cross-examine witnesses against him; and (f) not  
18       to be compelled to incriminate himself.

19               **B. Waiver of Appeal and Collateral Attack:** The defendant  
20       understands that the law gives the defendant a right to appeal his  
21       guilty plea, conviction, and sentence. The defendant agrees as  
22       part of his plea, however, to give up the right to appeal the  
23       guilty plea, conviction, and the sentence imposed in this case as  
24       long as the sentence does not exceed the statutory maximum for the  
25       offense to which he is pleading guilty. The defendant  
26       specifically gives up the right to appeal any order of restitution  
27       the Court may impose.

28       Notwithstanding the defendant's waiver of appeal, the

1 defendant will retain the right to appeal if one of the following  
2 circumstances occurs: (1) the sentence imposed by the District  
3 Court exceeds the statutory maximum; and/or (2) the government  
4 appeals the sentence in the case. The defendant understands that  
5 these circumstances occur infrequently and that in almost all  
6 cases this Agreement constitutes a complete waiver of all  
7 appellate rights.

8 In addition, regardless of the sentence the defendant  
9 receives, the defendant also gives up any right to bring a  
10 collateral attack, including a motion under 28 U.S.C. § 2255 or  
11 § 2241, challenging any aspect of the guilty plea, conviction, or  
12 sentence, except for non-waivable claims.

13 Notwithstanding the non-prosecution agreement in Paragraph  
14 III A above, if the defendant ever attempts to vacate his  
15 conviction or his plea, dismiss the underlying charges, or modify  
16 or set aside his sentence on any of the counts to which the  
17 defendant is pleading guilty, the government shall have the rights  
18 set forth in Section II E herein.

19 **C. Waiver of Attorneys' Fees and Costs:** The defendant  
20 agrees to waive all rights under the "Hyde Amendment," Section  
21 617, P.L. 105-119 (Nov. 26, 1997), to recover attorneys' fees or  
22 other litigation expenses in connection with the investigation and  
23 prosecution of all charges in the above-captioned matter and of  
24 any related allegations (including without limitation any charges  
25 to be dismissed pursuant to this plea agreement and any charges  
26 previously dismissed).

27 **VIII.**

28 **ENTIRE PLEA AGREEMENT**

1 Other than this plea agreement, no agreement, understanding,  
2 promise, or condition between the government and the defendant  
3 exists, nor will such agreement, understanding, promise, or  
4 condition exist unless it is committed to writing and signed by  
5 the defendant, counsel for the defendant, and counsel for the  
6 United States.

7 **IX.**

8 **APPROVALS AND SIGNATURES**

9 **A. Defense Counsel:** I have read this plea agreement and  
10 have discussed it fully with my client. The plea agreement  
11 accurately and completely sets forth the entirety of the  
12 agreement. I concur  
13 in my client's decision to plead guilty as set forth in this plea  
14 agreement.

15 DATED:

16 MARK REICHEL  
17 Attorney for Defendant

18 **B. Defendant:** I have read this plea agreement and carefully  
19 reviewed every part of it with my attorney. I understand it, and  
20 I voluntarily agree to it. Further, I have consulted with my  
21 attorney and fully understand my rights with respect to the  
22 provisions of the Sentencing Guidelines that may apply to my case.  
23 No other promises or inducements have been made to me, other than  
24 those contained in this plea agreement. In addition, no one has

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26 //

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28 //

1 threatened or forced me in any way to enter into this plea  
2 agreement. Finally, I am satisfied with the representation of my  
3 attorney in this case.

4  
5 DATED:

MATTHEW KEYS, Defendant

6 **C. Attorney for United States:** I accept and agree to this  
7 plea agreement on behalf of the government.  
8

9  
10 DATED:

BENJAMIN B. WAGNER  
United States Attorney

11  
12 By:

MATTHEW D. SEGAL  
Assistant U.S. Attorney

13  
14  
15 DATED:

LANNY A. BREUER  
AAG, Criminal Division

16  
17  
18 By:

JAMES A. SILVER  
Assistant U.S. Attorney

1 **EXHIBIT "A"**

2 **Factual Basis for Plea**

3 Since approximately 2008, computer hackers purporting to act  
4 on behalf of a loose association known as "Anonymous" have claimed  
5 responsibility for numerous computer hacking attacks targeting,  
6 entities such as the governments of Australia, Egypt, Sweden, and  
7 Tunisia; financial and consumer business such as Amazon, PayPal,  
8 MasterCard, and Visa; the Church of Scientology; and HBGary, a  
9 computer security business in Sacramento, California. "LulzSec"  
10 was a related, smaller group of like-minded hackers.

11 Between June 9, 2008 October 28, 2010, MATTHEW KEYS was  
12 employed as a web producer for Fox 40 television news in  
13 Sacramento, California. As Fox 40 news's web producer, KEYS  
14 controlled the Fox40 news's Twitter and Facebook accounts.

15 Fox 40 terminated KEYS on October 28, 2010. Shortly  
16 thereafter, KEYS changed the passwords on the Twitter and Facebook  
17 accounts and deleted approximately 6,000 followers from Fox 40's  
18 Twitter account. KEYS also used Fox 40's Twitter account to post  
19 headlines from its competition. Within four days, Fox 40 was able  
20 to regain control over its Facebook and Twitter accounts.

21 On December 12, 2010, KEYS sent his former supervisor at Fox  
22 40 an e-mail. In this e-mail, KEYS told the Producer that he had  
23 infiltrated the group Anonymous. KEYS further stated he had  
24 access to future Anonymous operations including operations against  
25 PayPal, Amazon, the Los Angeles Times, Fox News and others. KEYS  
26 elaborated on this claim in a telephone conversation on the same  
27 day.

28 On or about December 14, 2010, two days after KEYS predicted  
that the LA Times might be a target of Anonymous, the FBI in  
Sacramento learned that a server belonging to Tribune Media  
(parent company of both the Los Angeles Times and Fox 40) was  
compromised and at least one headline was altered. According to  
an internal investigation conducted by employees of Tribune Media,  
the person or persons who committed the computer intrusion had  
utilized the Tribune Media accounts "Anon1234" and "Arseface,"  
each of which were identified as unauthorized users on the Tribune  
Media server. Further, it was reported to the FBI in Sacramento  
that an employee of the Tribune observed in Anonymous IRC channels  
a user by the name of "sharpie" claiming involvement in the LA  
Times defacement.

According to a representative of Tribune Media with  
knowledge, approximately 333 man hours were spent by Tribune  
employees responding to the compromise of Tribune Media's server  
on December 14, 2010, at an estimated labor cost of \$17,650.40.  
This estimate did not include costs relating to hardware and/or  
service upgrades implemented by Tribune following the intrusion,  
costs relating to the stolen e-mail list affecting Fox 40 News in  
Sacramento, nor ad revenue losses taken as a result of the attack.

1 In the spring and summer of 2011, KEYS began to write on the  
2 Internet about his online contact with hackers associated with  
3 Anonymous and LulzSec. He claimed that he had been in an online  
4 chatroom known as "InternetFeds."

5 As part of the FBI's investigation into a hacking attack on  
6 HBGary, agents reviewed a chatlog by a hacker known as "Kayla," in  
7 which Kayla stated to his confederates that KEYS had used the  
8 online moniker "AESCracked" and given Kayla and others "passwords  
9 for LA times, fox40 and some others." Kayla indicated that KEYS,  
10 "had superuser on alot (sic) of media."

11 This claim was corroborated by an InternetFeds chatlog  
12 recovered from a computer seized in Toledo, Ohio as part of the  
13 FBI's investigation into Anonymous. The log reflects a  
14 conversation between AESCracked (KEYS), Sabu (Hector X. Monsegur),  
15 and "sharpie." This conversation happened at a time when Monsegur  
16 was not acting as an FBI source. At the time of this  
17 conversation, KEYS was in the State and Eastern District of  
18 California.

19 Dec 08 20:55:12 Sabu that would be nice to get access  
20 to fox. let me know if I can get  
21 access. I want to see if I can  
22 get further in

23 ...  
24 Dec 08 20:59:20 AESCracked i'm not a hacker.  
25 Dec 08 20:59:23 AESCracked i'm an ex-employee

26 ...  
27 Dec 08 21:00:47 AESCracked user: anon1234  
28 Dec 08 21:00:50 AESCracked pass: common2  
29 Dec 08 21:01:23 AESCracked go fuck some shit up!  
30 Dec 08 21:01:29 sharpie thanks very much  
31 Dec 08 21:01:32 Sabu AESCracked: thank you.

32 The username and password combination granted access to the  
33 three Content Management Systems controlling the content contained  
34 on the websites of Tribune's subsidiaries Fox 40, based in  
35 Sacramento, California, and the Los Angeles Times, based in Los  
36 Angeles, California.

37 KEYS provided screenshots of this InternetFeds chatlog to an  
38 author who was writing a book about Anonymous. She credited him  
39 in her book and stated that he had used the moniker AESCracked.  
40 KEYS promoted her book on Twitter as the book that he was in.

41 KEYS moved to New Jersey to work for another media company.  
42 On October 4, 2012, FBI agents executed a search warrant at KEYS's  
43 Seacacus, New Jersey residence and interviewed KEYS. KEYS  
44 admitted that he was "AESCracked" and admitted that he provided  
45 the information to hackers about Tribune Media, Fox 40 News, and  
46 the Los Angeles Times because he was angry with them for firing  
47 him from his job with Fox 40. He further admitted that at the  
48 time he was in contact with Anonymous, he was aware of their  
49 attacks on MasterCard, PayPal, and Visa and he viewed them as



1 hackers who could do significant damage in their attacks.

2 A forensic examination of KEYS's laptop computer revealed  
3 saved screenshots of his login as AESCracked and his conversations  
4 with Anonymous hackers, including with sharpie. Sharpie bragged  
5 about editing the LA Times's web page and stated that he had had a  
6 front page layout for the LA Times for a half an hour but the  
7 system administrators had been too good. KEYS offered to help  
8 Sharpie get back into the system, but then discovered that he,  
9 too, had been locked out of the system.  
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