

UNITED STATES DISTRICT COURT
for the
District of Columbia

United States of America

v.

John Earle Sullivan

Defendant

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Case No. CR21-78

ORDER SETTING CONDITIONS OF RELEASE

IT IS ORDERED that the defendant's release is subject to these conditions:

- (1) The defendant must not violate federal, state, or local law while on release.
- (2) The defendant must cooperate in the collection of a DNA sample if it is authorized by 34 U.S.C. § 40702.
- (3) The defendant must advise the court or the pretrial services office or supervising officer in writing before making any change of residence or telephone number.
- (4) The defendant must appear in court as required and, if convicted, must surrender as directed to serve a sentence that the court may impose.

The defendant must appear at: U.S. District Court for the District of Columbia, 333 Constitution Ave NW, WDC

Place

Judge Emmet G. Sullivan

on 2/18/2021 1:30 pm

Date and Time

The hearing will be conducted virtually; counsel will provide call-in information.

If blank, defendant will be notified of next appearance.

- (5) The defendant must sign an Appearance Bond, if ordered.

ADDITIONAL CONDITIONS OF RELEASE

IT IS FURTHER ORDERED that the defendant's release is subject to the conditions marked below:

- () (6) The defendant is placed in the custody of:

Person or organization _____

Address (only if above is an organization) _____

City and state _____

Tel. No. _____

who agrees to (a) supervise the defendant, (b) use every effort to assure the defendant's appearance at all court proceedings, and (c) notify the court immediately if the defendant violates a condition of release or is no longer in the custodian's custody.

Signed: _____

Custodian

Date

- (X) (7) The defendant must:

- (X) (a) submit to supervision by and report for supervision to the Pretrial Services District of Utah as directed, telephone number (801) 535-2700, no later than _____.

- (X) (b) actively seek employment or commence an educational program approved by pretrial supervising officer, and see (s).

- () (c) continue or start an education program.

- (X) (d) surrender any passport to: Pretrial Services Agency for the District of Utah

- (X) (e) not obtain a passport or other international travel document.

- (X) (f) abide by the following restrictions on personal association, residence, or travel: maintain and do not change residence without PSA permission. Do not travel outside Utah without PSA permission. Court must approve travel outside

- () (g) avoid all contact, directly or indirectly, with any person who is or may be a victim or witness in the investigation or prosecution, continental U.S. including: _____

- () (h) get medical or psychiatric treatment: _____

- () (i) return to custody each _____ at _____ o'clock after being released at _____ o'clock for employment, schooling, or the following purposes: _____

- () (j) maintain residence at a halfway house or community corrections center, as the pretrial services office or supervising officer considers necessary.

- (X) (k) not possess a firearm, destructive device, or other weapon.

- () (l) not use alcohol () at all () excessively.

- () (m) not use or unlawfully possess a narcotic drug or other controlled substances defined in 21 U.S.C. § 802, unless prescribed by a licensed medical practitioner.

- () (n) submit to testing for a prohibited substance if required by the pretrial services office or supervising officer. Testing may be used with random frequency and may include urine testing, the wearing of a sweat patch, a remote alcohol testing system, and/or any form of prohibited substance screening or testing. The defendant must not obstruct, attempt to obstruct, or tamper with the efficiency and accuracy of prohibited substance screening or testing.

- () (o) participate in a program of inpatient or outpatient substance abuse therapy and counseling if directed by the pretrial services office or supervising officer.

- () (p) participate in one of the following location restriction programs and comply with its requirements as directed.

- () (i) **Curfew.** You are restricted to your residence every day () from _____ to _____, or () as directed by the pretrial services office or supervising officer; or

- () (ii) **Home Detention.** You are restricted to your residence at all times except for employment; education; religious services; medical, substance abuse, or mental health treatment; attorney visits; court appearances; court-ordered obligations; or other activities approved in advance by the pretrial services office or supervising officer; or

- () (iii) **Home Incarceration.** You are restricted to 24-hour-a-day lock-down at your residence except for medical necessities and court appearances or other activities specifically approved by the court.

- () (q) submit to location monitoring as directed by the pretrial services office or supervising officer and comply with all of the program requirements and instructions provided.

- () You must pay all or part of the cost of the program based on your ability to pay as determined by the pretrial services office or supervising officer.

- () (r) report as soon as possible, to the pretrial services office or supervising officer, every contact with law enforcement personnel, including arrests, questioning, or traffic stops.

- (X) (s) Defendant to stay away from Washington, DC except for court, meetings with attorney or PSA; verify address; comply with courtesy supervision in the District of Utah. Defendant to comply with District of Utah Computer and

Internet Monitoring Program Agreement under the Computer and Internet Monitoring Program under APPENDIX A (attached) and enter a co-payment plan that is based on Defendant's ability to pay. Defendant is prohibited from using any social media platform to incite a riot, promote or organize a violent or unlawful protest, armed conflict, or violence. Defendant must no longer do any work for Insurgence USA, including the promotion, affiliation with, marketing of, or communication through Insurgence USA, InsurgenceUSA.com, or Insurgence USA social media channels, accounts, or handles, or other iteration of the entity. All activity related to Insurgence USA is prohibited except for maintaining existing bank accounts and paying taxes.

ADVICE OF PENALTIES AND SANCTIONS

TO THE DEFENDANT:

YOU ARE ADVISED OF THE FOLLOWING PENALTIES AND SANCTIONS:

Violating any of the foregoing conditions of release may result in the immediate issuance of a warrant for your arrest, a revocation of your release, an order of detention, a forfeiture of any bond, and a prosecution for contempt of court and could result in imprisonment, a fine, or both.

While on release, if you commit a federal felony offense the punishment is an additional prison term of not more than ten years and for a federal misdemeanor offense the punishment is an additional prison term of not more than one year. This sentence will be consecutive (*i.e.*, in addition to) to any other sentence you receive.

It is a crime punishable by up to ten years in prison, and a \$250,000 fine, or both, to: obstruct a criminal investigation; tamper with a witness, victim, or informant; retaliate or attempt to retaliate against a witness, victim, or informant; or intimidate or attempt to intimidate a witness, victim, juror, informant, or officer of the court. The penalties for tampering, retaliation, or intimidation are significantly more serious if they involve a killing or attempted killing.

If, after release, you knowingly fail to appear as the conditions of release require, or to surrender to serve a sentence, you may be prosecuted for failing to appear or surrender and additional punishment may be imposed. If you are convicted of:

- (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more – you will be fined not more than \$250,000 or imprisoned for not more than 10 years, or both;
- (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years – you will be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (3) any other felony – you will be fined not more than \$250,000 or imprisoned not more than two years, or both;
- (4) a misdemeanor – you will be fined not more than \$100,000 or imprisoned not more than one year, or both.

A term of imprisonment imposed for failure to appear or surrender will be consecutive to any other sentence you receive. In addition, a failure to appear or surrender may result in the forfeiture of any bond posted.

Acknowledgment of the Defendant

I acknowledge that I am the defendant in this case and that I am aware of the conditions of release. I promise to obey all conditions of release, to appear as directed, and surrender to serve any sentence imposed. I am aware of the penalties and sanctions set forth above.

Acknowledged on the record on February 16, 2021 due to Global Pandemic.

Defendant's Signature

City and State

Directions to the United States Marshal

- (xx) The defendant is ORDERED released after processing.
- () The United States marshal is ORDERED to keep the defendant in custody until notified by the clerk or judge that the defendant has posted bond and/or complied with all other conditions for release. If still in custody, the defendant must be produced before the appropriate judge at the time and place specified.

Date: 02/16/2021 nunc pro tunc

Judicial Officer's Signature

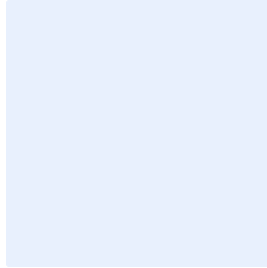
Robin M. Meriweather, U.S. Magistrate Judge

Printed name and title

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(05-2015)

UNITED STATES PROBATION AND PRETRIAL SERVICES OFFICE
DISTRICT OF UTAH

Computer and Internet Monitoring Program Agreement



NAME: Sullivan John Earle **CR21-78** **PACTS #:** Client ID

I understand I have been ordered, as a condition of **Pretrial Release Supervision**, to participate in the United States Probation and Pretrial Services Computer and Internet Monitoring Program under:

APPENDIX A : Computer and Internet Use, as approved

- 1) I acknowledge I am to comply with all program rules set forth in this appendix and the instructions U.S. Probation and Pretrial Services Office (USPO). I understand that this appendix is, by reference, part of the order setting conditions for my release. I acknowledge I am to comply with its provisions and the instructions of the USPO, failure to do so may be considered a violation of my supervision and may result in an adverse action. I agree to call the USPO if I have any questions about the rules of the program, or if I experience any problems that may hinder my compliance with this program.
- 2) I understand I must complete and provide the CIMP Questionnaire to my supervising officer as directed. I further understand I am to provide the USPO all previous, current, and future internet identifications (i.e. internet email addresses, logon identification, screen names, etc).
- 3) I shall possess and/or access only computer hardware and software (including operating system software) approved by the USPO. I shall obtain permission from the USPO prior to obtaining or accessing any additional computer hardware/software or making any alterations to my system.
- 4) I will not use any system settings, programs, or devices designed to hide, alter or delete records/logs of my computer use, Internet activities or files stored on my assigned computer(s). This includes the use of encryption, virtual machines, steganography, and cache/cookie removal software.
- 5) If the court has not prohibited my use or possession of a computer, I understand that I may only use computer(s) in my home or at my place of employment that have been approved by the USPO. I further understand I am responsible for the content, programs, and data that may be stored or accessed by a computer I am permitted to use

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(05-2015)

- 6) I agree to allow the USPO to inspect, configure, and/or install software/hardware designed to monitor computer activities on any computer I am authorized to use. I understand that the software may record any and all activity on my computer. I further understand that a notice may be placed on the computer at the time of installation to warn others of the existence of the monitoring software on my computer. I agree not to attempt to remove, tamper with, reverse engineer, or in any way circumvent the software/hardware.
- 7) I understand that the USPO may use measures to assist in monitoring compliance with these conditions such as adjusting of my computer, the configuration removal of programs and applications that may interfere with monitoring my compliance, and may apply tamper resistant tape over unused ports as well as seal my computer case.
- 8) I will notify all individuals that have access to my computer system that it is subject to monitoring and/or search/seizure.
- 9) I shall not create or assist directly or indirectly in the creation of any electronic bulletin board, ISP, or any other public or private network without the consent of the USPO. Any approval shall be subject to any condition set by the USPO or the Court with regard to that approval.
- 10) I understand the USPO may determine a program, application, website and/or material may be detrimental to my success in this program and therefore ask the Court to prohibit future access to same.
- 11) I understand that my officer will use telephone calls and unannounced personal visits to monitor my compliance. When I am at home, I agree to promptly answer my telephone and/or door.
- 12) I will provide copies of credit card billing records or other financial records as directed by the USPO to corroborate by use of the internet and purchases of electronic devices subject to the program.
- 13) The USPO utilizes commercially available software applications. While there are no known conflicts or defects in the software Office for any direct, indirect, incidental, special or consequential damage whatsoever including but not limited to loss of revenue or profit, lost or damaged packages, I indicate by my signature below that I accept all responsibility and risk for the computer intake and software installation and use on my computer(s). Further I agree to hold harmless the U.S. Probation data, other personal commercial or economic loss, or warranties voided as a result of computer inspection, search, and/or use of monitoring software.
- 14) All repairs to your authorized computer system must be pre-authorized by the USPO. Documentation indicating repairs done and reason for repairs may be required, and your authorized computer system may be subject to examination by the USPO prior to and after authorized repairs.
- 15) I will not access any computer(s) or online service(s) using someone else's account, name, designation, or alias. I understand I am to only access the Internet on a computer and account reported to and approved by the USPO. Furthermore, I will not utilize any service which conceals, spoofs, or anonymizes my Internet address, or computer use.

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(05-2015)

- 16) I will access email accounts, including web-mail accounts, via approved protocols (i.e. POP, IMAP, SMTP) and approved email clients (i.e. Outlook, Outlook Express).
- 17) I will not download, possess and/or install copyrighted material (for which I do not possess a license), which include but is not limited to protected audio files, video files, software applications, etc., that I did not legitimately purchase or obtain the legal authorization to utilize. Nor shall I download, possess and/or install applications which allow for the circumvention and/or decryption of copyright protection measures.
- 18) I will not purchase, download, possess, utilize, and/or install any unapproved anti-virus, anti-spyware, firewall, internet security applications, file password protection, encryption, cryptography, and/or steganography, including Secure Socket Layer ("SSL") and Virtual Private Networks (VPN) connections.
- 19) I will not view, possess, and/or compose any material that describes or promotes the unauthorized access to computer systems. This includes, but is not limited to, spoofing/defacing web sites, how to launch denial of service attacks, how to gain unauthorized access to information maintained by corporate, government, education computer systems, etc.
- 20) I will not purchase, download, possess, upload, and/or install freeware/shareware/software applications whose primary purpose is to cause damage to other computer systems (i.e. viruses, worms) and/or covertly install remote connection/back door applications not authorized by users of other computer systems (i.e. Trojan Horses (NetBus, Back Orifice)).
- 21) I will not use any freeware/shareware/software application or other device which wipes (secure file deletion) disk space, drives, media, etc. unless approved by the USPO.
- 22) I will not utilize network/internet storage, cloud computing, or other applications/methods which store data to any location other than my approved computer system(s), unless approved by the USPO.
- 23) I will not change or attempt to change, circumvent, or disable any restrictions and/or settings established by the Probation Department and my supervision officer, my Internet Service Provider, monitoring software/hardware, and/or biometric user authentication hardware/software. Nor shall I possess or use removable media (i.e. CD-R's, DVDs, External Hard Drives, USB flash drives) configured with bootable operating systems or stealth applications.
- 24) I will not change, re-install, or upgrade the current operating system (i.e. Windows, iOS, etc.) on any authorized computer without pre-approval and authorization by USPO. This includes but is not limited to utilizing the "system restore" function available in some operating systems.
- 25) I will not have another individual access the Internet on my behalf to obtain files, access websites, or other information/data which I am restricted from accessing myself.
- 26) Any computer and/or other device which allows Internet access and/or digital media storage within my residence, or otherwise accessible by me, is subject to random examinations/analysis/search by the USPO.

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(05-2015)

Sworn to on the record	2/16/21
Defendant	Date
U.S. Probation Officer	Date

UNITED STATES DISTRICT COURT

for the

District of Columbia

United States of America)

v.)

John Earle Sullivan) Case No. CR: 21-78 (EGS)

Defendant)

APPEARANCE BOND

Defendant's Agreement

I, John Earle Sullivan (*defendant*), agree to follow every order of this court, or any court that considers this case, and I further agree that this bond may be forfeited if I fail:

- (☒) to appear for court proceedings;
 (☒) if convicted, to surrender to serve a sentence that the court may impose; or
 (☒) to comply with all conditions set forth in the Order Setting Conditions of Release.

Type of Bond

- (☒) (1) This is a personal recognizance bond.
- (☐) (2) This is an unsecured bond of \$ _____.
- (☐) (3) This is a secured bond of \$ _____, secured by:
- (☐) (a) \$ _____, in cash deposited with the court.
- (☐) (b) the agreement of the defendant and each surety to forfeit the following cash or other property
(describe the cash or other property, including claims on it – such as a lien, mortgage, or loan – and attach proof of ownership and value):

If this bond is secured by real property, documents to protect the secured interest may be filed of record.

- (☐) (c) a bail bond with a solvent surety *(attach a copy of the bail bond, or describe it and identify the surety):*

Forfeiture or Release of the Bond

Forfeiture of the Bond. This appearance bond may be forfeited if the defendant does not comply with the above agreement. The court may immediately order the amount of the bond surrendered to the United States, including the security for the bond, if the defendant does not comply with the agreement. At the request of the United States, the court may order a judgment of forfeiture against the defendant and each surety for the entire amount of the bond, including interest and costs.

AO 98 (Rev. 12/11) Appearance Bond

Release of the Bond. The court may order this appearance bond ended at any time. This bond will be satisfied and the security will be released when either: (1) the defendant is found not guilty on all charges, or (2) the defendant reports to serve a sentence.

Declarations

Ownership of the Property. I, the defendant – and each surety – declare under penalty of perjury that:

- (1) all owners of the property securing this appearance bond are included on the bond;
- (2) the property is not subject to claims, except as described above; and
- (3) I will not sell the property, allow further claims to be made against it, or do anything to reduce its value while this appearance bond is in effect.

Acceptance. I, the defendant – and each surety – have read this appearance bond and have either read all the conditions of release set by the court or had them explained to me. I agree to this Appearance Bond.

I, the defendant – and each surety – declare under penalty of perjury that this information is true. (See 28 U.S.C. § 1746.)

Date: 02/16/2021

Defendant unable to sign due to Coronavirus pandemic

Defendant's signature

Surety/property owner – printed name

Surety/property owner – signature and date

Surety/property owner – printed name

Surety/property owner – signature and date

Surety/property owner – printed name

Surety/property owner – signature and date

CLERK OF COURT

Date: 02/16/2021


Signature of Clerk or Deputy Clerk

Approved.

Date: 02/16/2021



Judge's signature