

1 ~~GEORGE S. CARDONA~~  
 Acting United States Attorney  
 2 CHRISTINE C. EWELL  
 Assistant United States Attorney  
 3 Chief, Criminal Division  
 SHERILYN PEACE GARNETT (Cal. Bar No. 208318)  
 4 Assistant United States Attorney  
 1300 United States Courthouse  
 5 312 North Spring Street  
 Los Angeles, California 90012  
 6 Telephone: (213) 894-3424  
 Facsimile: (213) 894-6436  
 7 E-Mail: sherilyn.garnett@usdoj.gov

8 Attorneys for Plaintiff  
 UNITED STATES OF AMERICA  
 9

10 UNITED STATES DISTRICT COURT  
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12  
 13 UNITED STATES OF AMERICA, ) CR No. 09-1085(A) -R  
 )  
 14 Plaintiff, ) PLEA AGREEMENT FOR DEFENDANT  
 ) STEVEN JAMES MURPHY  
 15 v. )  
 )  
 16 STEVEN JAMES MURPHY, )  
 )  
 17 Defendant. )  
 )  
 18 )

19 1. This constitutes the plea agreement between STEVEN JAMES  
 20 MURPHY ("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 or local prosecuting,  
 24 administrative or regulatory authorities.

25 PLEA

26 2. Defendant gives up the right to indictment by a grand  
 27 jury and agrees to plead guilty to a single-count information in

28 ///

1 the form attached to this agreement or a substantially similar  
2 form.

3 NATURE OF THE OFFENSE

4 3. In order for defendant to be guilty of the single-count  
5 information, which charges a violation of Title 18, United States  
6 Code ("U.S.C."), Section 371, the following must be true:

7 First, on or about the dates charged in the information,  
8 there was an agreement between two or more persons to commit  
9 arson, in violation of 18 U.S.C. § 844(i);

10 Second, defendant became a member of the conspiracy knowing  
11 of its object and intending to help accomplish it; and

12 Third, one of the members of the conspiracy performed at  
13 least one overt act for the purpose of carrying out the  
14 conspiracy.

15 Moreover, to be guilty of the object of the conspiracy,  
16 namely, arson under 18 U.S.C. § 844(i), the following must be  
17 true:

18 First, defendant willfully damaged or destroyed, or  
19 attempted to damage or destroy, a building, vehicle, or other  
20 real or personal property by means of fire;

21 Second, defendant acted maliciously and without  
22 justification; and

23 Third, the building was being used in interstate commerce or  
24 in an activity substantially affecting interstate commerce.

25 Defendant admits that defendant is, in fact, guilty of a  
26 violation of 18 U.S.C. § 371 as described in the single-count  
27 information.

28

PENALTIES

1  
2 4. The statutory maximum sentence that the Court can impose  
3 for a violation of Title 18, United States Code, Section 371, is:  
4 five (5) years imprisonment; a three-year period of supervised  
5 release; a fine of \$250,000 or twice the gross gain or gross loss  
6 resulting from the offense, whichever is greatest; and a  
7 mandatory special assessment of \$100.

8 5. Supervised release is a period of time following  
9 imprisonment during which defendant will be subject to various  
10 restrictions and requirements. Defendant understands that if  
11 defendant violates one or more of the conditions of any  
12 supervised release imposed, defendant may be returned to prison  
13 for all or part of the term of supervised release, which could  
14 result in defendant serving a total term of imprisonment greater  
15 than the statutory maximum stated above.

16 6. Defendant also understands that, by pleading guilty,  
17 defendant may be giving up valuable government benefits and  
18 valuable civic rights, such as the right to vote, the right to  
19 possess a firearm, the right to hold office, and the right to  
20 serve on a jury.

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

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FACTUAL BASIS

1  
2 8. Defendant and the USAO agree and stipulate to the  
3 statement of facts provided below. This statement of facts is  
4 sufficient to support a plea of guilty to the charge described in  
5 this agreement and to establish the sentencing guideline factors  
6 set forth in paragraph 12 below. It is not meant to be a  
7 complete recitation of all facts relevant to the underlying  
8 criminal conduct or all facts known to either party that relate  
9 to that conduct.

10 Beginning on a date unknown and continuing to on or about  
11 September 19, 2006, in Los Angeles, County and elsewhere,  
12 defendant and an unindicted co-conspirator involved in an  
13 underground movement known as the Environmental Liberation Front  
14 or "E.L.F." conspired and agreed to maliciously damage or destroy  
15 by means of fire real property used in interstate commerce or an  
16 activity affecting interstate commerce. Defendant became a  
17 member of the conspiracy knowing of its object and intending to  
18 help accomplish it.

19 In furtherance of the aforementioned conspiracy, on a date  
20 before September 19, 2006, defendant learned from the unindicted  
21 co-conspirator how to assemble an incendiary device consisting of  
22 a plastic bottle, gasoline, and a delayed ignition timer.  
23 Defendant also discussed and agreed with the unindicted co-  
24 conspirator that such an incendiary device should be used to burn  
25 a large scale, multi-million dollar building project of a scale  
26 that would likely have a substantial effect on interstate  
27 commerce. Defendant and the unindicted co-conspirator agreed  
28 that the purpose of burning such a large scale project was to

1 ~~intimidate, coerce, and inflict economic harm on individuals and~~  
2 entities that they believed to be causing harm to the  
3 environment.

4 Using the information obtained from the unindicted co-  
5 conspirator, defendant constructed an incendiary device using an  
6 approximately half gallon Trader Joe's juice bottle filled  
7 approximately 75% full with gasoline and a delayed ignition  
8 timer. The delayed ignition timer consisted of two side-by-side  
9 filtered cigarettes standing upright, which defendant wrapped at  
10 their filtered ends with approximately fourteen cardboard matches  
11 and tied with twine. Defendant inserted this delayed ignition  
12 timer into a hole cut in the center of the twist-off cap that  
13 covered the plastic juice bottle containing gasoline.

14 On or about September 19, 2006, defendant placed the  
15 incendiary device he constructed into an upstairs unit of an  
16 approximately thirty-unit, multi-million dollar historic  
17 condominium project located directly beneath and adjacent to the  
18 Colorado bridge in Pasadena, California. Defendant lit the  
19 incendiary device with the malicious intent to destroy by fire  
20 the unit, the building in which the unit was located, and the  
21 remaining structures in the project. Defendant also knew and  
22 could reasonably foresee that an ensuing fire could endanger or  
23 seriously damage the structures surrounding and intersecting the  
24 project. By placing the incendiary device in the unit and  
25 igniting the delayed ignition timer, defendant completed all of  
26 the acts necessary to maliciously destroy by means of fire the  
27 unit, building, surrounding structures, and vegetation.

28 On or about September 19, 2006, defendant also disabled a

1 ~~tractor located in the Pasadena project near the unit where~~  
2 defendant had placed the incendiary device. After doing so,  
3 defendant wrote in permanent black marker on the disabled tractor  
4 the words "Another tractor decommissioned by the E.L.F."  
5 Defendant did so to claim responsibility for both the arson and  
6 disabling of the tractor in the name of the E.L.F. and to  
7 intimidate and coerce the population of civilians that he and his  
8 co-conspirators believed to be causing harm to the environment.

9 At all times relevant to the offense, the buildings, real  
10 property, and surrounding structures that were involved in the  
11 attempted arson were being used in interstate commerce and in an  
12 activity that had a substantial effect on interstate commerce.

13 WAIVER OF CONSTITUTIONAL RIGHTS

14 9. By pleading guilty, defendant gives up the following  
15 rights:

- 16 a) The right to persist in a plea of not guilty.  
17 b) The right to a speedy and public trial by jury.  
18 c) The right to the assistance of legal counsel at  
19 trial, including the right to have the Court appoint counsel for  
20 defendant for the purpose of representation at trial. (In this  
21 regard, defendant understands that, despite his plea of guilty,  
22 he retains the right to be represented by counsel -- and, if  
23 necessary, to have the court appoint counsel if defendant cannot  
24 afford counsel -- at every other stage of the proceeding.)  
25 d) The right to be presumed innocent and to have the  
26 burden of proof placed on the government to prove defendant  
27 guilty beyond a reasonable doubt.  
28 e) The right to confront and cross-examine witnesses

1 ~~against defendant.~~

2 f) The right, if defendant wished, to testify on  
3 defendant's own behalf and present evidence in opposition to the  
4 charges, including the right to call witnesses and to subpoena  
5 those witnesses to testify.

6 g) The right not to be compelled to testify, and, if  
7 defendant chose not to testify or present evidence, to have that  
8 choice not be used against defendant.

9 By pleading guilty, defendant also gives up any and all  
10 rights to pursue any affirmative defenses, Fourth Amendment or  
11 Fifth Amendment claims, and other pretrial motions that have been  
12 filed or could be filed.

13 WAIVER OF DNA TESTING

14 10. Defendant has been advised that the government has in  
15 its possession the following items of physical evidence that have  
16 been subjected to DNA testing: (1) a 64 oz. plastic bottle; (2) a  
17 black ski glove; (3) a white plastic lid and matches; and (4) two  
18 cigarettes. Defendant understands that the government has  
19 previously submitted items (1) through (4) for DNA testing and  
20 does not intend to conduct any further DNA testing of those items  
21 or any other items. Defendant understands that, before entering  
22 a guilty plea pursuant to this agreement, defendant could request  
23 DNA testing of evidence in this case. Defendant further  
24 understands that, with respect to the offense to which defendant  
25 is pleading guilty pursuant to this agreement, defendant would  
26 have the right to request DNA testing of evidence after  
27 conviction under the conditions specified in 18 U.S.C. § 3600.

28 Knowing and understanding defendant's right to request DNA

1 ~~testing, defendant voluntarily gives up that right with respect~~  
2 to both the specific items listed above and any other items of  
3 evidence there may be in this case that might be amenable to DNA  
4 testing. Defendant understands and acknowledges that by giving  
5 up this right, defendant is giving up any ability to request DNA  
6 testing of evidence in this case in the current proceeding, in  
7 any proceeding after conviction under 18 U.S.C. § 3600, and in  
8 any other proceeding of any type. Defendant further understands  
9 and acknowledges that by giving up this right, defendant will  
10 never have another opportunity to have the evidence in this case,  
11 whether or not listed above, submitted for DNA testing, or to  
12 employ the results of DNA testing to support a claim that  
13 defendant is innocent of the offense to which defendant is  
14 pleading guilty.

15 SENTENCING FACTORS

16 11. Defendant understands that the Court is required to  
17 consider the factors set forth in 18 U.S.C. § 3553(a)(1)-(7),  
18 including the kinds of sentence and sentencing range established  
19 under the United States Sentencing Guidelines ("U.S.S.G." or  
20 "Sentencing Guidelines"), in determining defendant's sentence.  
21 Defendant further understands that the Sentencing Guidelines are  
22 advisory only, and that after considering the Sentencing  
23 Guidelines and the other § 3553(a) factors, the Court may be free  
24 to exercise its discretion to impose any reasonable sentence up  
25 to the maximum set by statute for the crime of conviction.

26 12. Defendant and the USAO agree and stipulate to the  
27 following applicable Sentencing Guidelines factors under the

28 ///



1 ~~November 1, 2009, version of the Sentencing Guidelines:~~

2	Base Offense Level :	20	U.S.S.G. § 2X1.1(a), § 2K1.4(a)(2)
3	Adjustments		
4	(Offense intended		
5	to influence a		
6	civilian population):	+7	U.S.S.G. § 3A1.4, Note 4
7	Acceptance of		
8	Responsibility :	-3	U.S.S.G. § 3E1.1 (a)
<hr/>			
9	Total Offense Level :	24	
10	Criminal History Category:	I	
11	Applicable Guidelines Range:	51 - 63 months	

12 The USAO will agree to a downward adjustment for acceptance of  
 13 responsibility (and, if applicable, move for an additional level  
 14 under § 3E1.1(b)) only if the conditions set forth in paragraph  
 15 16 are met. Subject to paragraph 15, defendant and the USAO  
 16 agree not to seek, argue, or suggest in any way, either orally or  
 17 in writing, that any other specific offense characteristics,  
 18 adjustments or departures, relating to either the applicable  
 19 Offense Level or the Criminal History Category, be imposed. If,  
 20 however, after signing this agreement but prior to sentencing,  
 21 defendant were to commit an act, or the USAO were to discover a  
 22 previously undiscovered act committed by defendant prior to  
 23 signing this agreement, which act, in the judgment of the USAO,  
 24 constituted obstruction of justice within the meaning of U.S.S.G.  
 25 § 3C1.1, the USAO would be free to seek the enhancement set forth  
 in that section.

26 13. Defendant and the USAO also agree and stipulate that,  
 27 taking into account the factors listed in 18 U.S.C. § 3553(a)(1)-  
 28 (7), the relevant Sentencing Guidelines effective on November 1,

1 2009, represent a reasonable basis for the Court to determine  
2 defendant's sentence in this case, and agree that defendant  
3 should be sentenced in accordance with the Sentencing Guidelines  
4 to a sentence of sixty (60) months in prison, which is at the  
5 higher end of the Sentencing Guidelines range.

6 Therefore, subject to paragraph 15, defendant and the USAO  
7 agree not to seek, argue, or suggest in any way, either orally or  
8 in writing, that the Court (a) not follow the Sentencing  
9 Guidelines in imposing sentence; (b) impose a sentence not in  
10 accordance with the Sentencing Guidelines; or (c) impose a  
11 sentence outside the sentencing range corresponding to the  
12 determined total offense level; or (c) impose a sentence outside  
13 the sentencing range for the total offense level stipulated to  
14 above.

15 14. The stipulations in this agreement do not bind either  
16 the United States Probation Office or the Court. Both defendant  
17 and the USAO are free to: (a) supplement the facts by supplying  
18 relevant information to the United States Probation Office and  
19 the Court, (b) correct any and all factual misstatements relating  
20 to the calculation of the sentence, and (c) argue on appeal and  
21 collateral review that the Court's Sentencing Guidelines  
22 calculations are not error, although each party agrees to  
23 maintain its view that the calculations in paragraph 12 are  
24 consistent with the facts of this case.

25 DEFENDANT'S OBLIGATIONS

26 15. Defendant agrees that he will:  
27 a) Plead guilty as set forth in this agreement.  
28 b) Not knowingly and willfully fail to abide by all

1 ~~sentencing stipulations contained in this agreement.~~

2 c) Not knowingly and willfully fail to: (i) appear  
3 for all court appearances, (ii) surrender as ordered for service  
4 of sentence, (iii) obey all conditions of any bond, and (iv) obey  
5 any other ongoing court order in this matter.

6 d) Not commit any crime; however, offenses which  
7 would be excluded for sentencing purposes under U.S.S.G.  
8 § 4A1.2(c) are not within the scope of this agreement.

9 e) Not knowingly and willfully fail to be truthful at  
10 all times with Pretrial Services, the U.S. Probation Office, and  
11 the Court.

12 f) Pay the applicable special assessment at or before  
13 the time of sentencing unless defendant lacks the ability to pay  
14 and submits a completed financial statement (form OBD-500) to the  
15 USAO prior to sentencing.

16 THE USAO'S OBLIGATIONS

17 16. If defendant complies fully with all defendant's  
18 obligations under this agreement, the USAO agrees:

19 a) To abide by all sentencing stipulations contained  
20 in this agreement.

21 b) At the time of sentencing to move to dismiss the  
22 underlying indictment as against defendant. Defendant agrees,  
23 however, that at the time of sentencing the Court may consider  
24 the underlying indictment in determining the applicable  
25 Sentencing Guidelines range, where the sentence should fall  
26 within that range, the propriety and extent of any departure from  
27 that range, and the determination of the sentence to be imposed  
28 after consideration of the Sentencing Guidelines and all other

1 ~~relevant factors under 18 U.S.C. § 3553(a).~~

2 c) At the time of sentencing, provided that defendant  
3 demonstrates an acceptance of responsibility for the offense up  
4 to and including the time of sentencing, to recommend a two-level  
5 reduction in the applicable sentencing guideline offense level,  
6 pursuant to U.S.S.G. § 3E1.1, and to recommend and, if necessary,  
7 move for an additional one-level reduction if available under  
8 that section.

9 BREACH OF AGREEMENT

10 17. If defendant, at any time after the execution of this  
11 agreement, knowingly violates or fails to perform any of  
12 defendant's agreements or obligations under this agreement ("a  
13 breach"), the USAO may declare this agreement breached. If the  
14 USAO declares this agreement breached at any time following its  
15 execution, and the Court finds such a breach to have occurred,  
16 then: (a) if defendant has previously entered a guilty plea,  
17 defendant will not be able to withdraw the guilty plea, and (b)  
18 the USAO will be relieved of all of its obligations under this  
19 agreement.

20 18. Following the Court's finding of a knowing and willful  
21 breach of this agreement by defendant, should the USAO elect to  
22 pursue any charge that was either dismissed or not filed as a  
23 result of this agreement, then:

24 a) Defendant agrees that any applicable statute of  
25 limitations is tolled between the date of defendant's signing of  
26 this agreement and the commencement of any such prosecution or  
27 action.

28 b) Defendant gives up all defenses based on the

1 statute of limitations, any claim of pre-indictment delay, or any  
2 speedy trial claim with respect to any such prosecution, except  
3 to the extent that such defenses existed as of the date of  
4 defendant's signing this agreement.

5 c) Defendant agrees that: (i) any statements made by  
6 defendant, under oath, at the guilty plea hearing (if such a  
7 hearing occurred prior to the breach); (ii) the stipulated  
8 factual basis statement in this agreement; and (iii) any evidence  
9 derived from such statements, are admissible against defendant in  
10 any such prosecution of defendant, and defendant shall assert no  
11 claim under the United States Constitution, any statute, Rule 410  
12 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules  
13 of Criminal Procedure, or any other federal rule, that the  
14 statements or any evidence derived from any statements should be  
15 suppressed or are inadmissible.

16 LIMITED MUTUAL WAIVER OF APPEAL

17 19. Defendant gives up the right to appeal any sentence  
18 imposed by the Court, and the manner in which the sentence is  
19 determined, provided that the sentence is within the statutory  
20 maximum specified above and is constitutional. Notwithstanding  
21 the foregoing, defendant retains any ability defendant has to  
22 appeal the conditions of supervised release imposed by the Court,  
23 with the exception of the following: conditions set forth in  
24 General Orders 318, 01-05, and/or 05-02 of this Court; the drug  
25 testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and  
26 3583(d); and the alcohol and drug use conditions authorized by 18  
27 U.S.C. § 3563(b)(7).

28 20. The USAO gives up its right to appeal the sentence,

1 provided that the sentence is within the statutory maximum  
2 specified above and is constitutional.

3 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

4 21. Defendant agrees that if the count of conviction is  
5 vacated, reversed, or set aside, the USAO may ask the Court to  
6 void the entire plea agreement and reinstate the underlying  
7 indictment. Defendant agrees that the decision to exercise this  
8 option rests in the exclusive discretion of the USAO.

9 COURT NOT A PARTY

10 22. The Court is not a party to this agreement and need not  
11 accept any of the USAO's sentencing recommendations or the  
12 parties' stipulations. Even if the Court ignores any sentencing  
13 recommendation, finds facts or reaches conclusions different from  
14 any stipulation, and/or imposes any sentence up to the maximum  
15 established by statute, defendant cannot, for that reason,  
16 withdraw defendant's guilty plea, and defendant will remain bound  
17 to fulfill all defendant's obligations under this agreement. No  
18 one -- not the prosecutor, defendant's attorney, or the Court --  
19 can make a binding prediction or promise regarding the sentence  
20 defendant will receive, except that it will be within the  
21 statutory maximum.

22 NO ADDITIONAL AGREEMENTS

23 23. Except as set forth herein, there are no promises,  
24 understandings or agreements between the USAO and defendant or  
25 defendant's counsel. Nor may any additional agreement,  
26 understanding or condition be entered into unless in a writing  
27 signed by all parties or on the record in court.

28 ///

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

24. The parties agree and stipulate 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.

This agreement is effective upon signature by defendant and an Assistant United States Attorney.

AGREED AND ACCEPTED

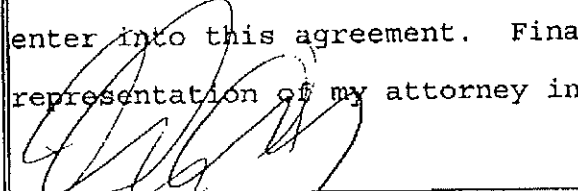
UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

GEORGE S. CARDONA  
Acting United States Attorney

  
\_\_\_\_\_  
SHERILYN PEACE GARNETT  
Assistant United States Attorney

1/11/10  
Date

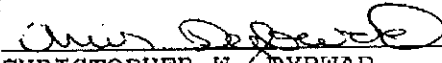
I have read this agreement and carefully discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. My attorney has advised me of my rights, of possible defenses, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of the relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises or inducements have been given to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. Finally, I am satisfied with the representation of my attorney in this matter.

  
\_\_\_\_\_  
STEVEN JAMES MURPHY  
Defendant

1-9-10  
Date

1 I am Steven James Murphy's attorney. I have carefully  
 2 discussed every part of this agreement with my client. Further,  
 3 I have fully advised my client of his rights, of possible  
 4 defenses, of the sentencing factors set forth in 18 U.S.C.  
 5 § 3553(a), of the relevant Sentencing Guidelines provisions, and  
 6 of the consequences of entering into this agreement. To my  
 7 knowledge, my client's decision to enter into this agreement is  
 8 an informed and voluntary one.

9

10   
 11 CHRISTOPHER W. DYBWAD  
 12 Counsel for Defendant  
 13 Steven James Murphy

14 1/9/2010  
 15 Date

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ATTACHMENT A

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

11	UNITED STATES OF AMERICA,	)	CR No. 09-1085(A) -R
12		)	
13	Plaintiff,	)	<u>I N F O R M A T I O N</u>
14		)	[18 U.S.C. § 371: Conspiracy to
15	v.	)	Commit Arson]
16		)	
17	STEVEN JAMES MURPHY,	)	
18		)	
19	Defendant.	)	

The Acting United States Attorney charges:

I. OBJECT OF THE CONSPIRACY

Beginning on a date unknown to the Grand Jury and continuing to on or about September 19, 2006, in Los Angeles County, within the Central District of California, and elsewhere, defendant STEVE JAMES MURPHY and an unindicted co-conspirator knowingly and willfully conspired and agreed to commit arson, namely, to maliciously damage and destroy, by means of fire, buildings, vehicles, and other real and personal property used in interstate and foreign commerce and in activities affecting interstate and

SPG:spg

1 foreign commerce, in violation of Title 18, United States Code,  
2 Section 844(i).

3 II. MEANS OF THE CONSPIRACY

4 The foregoing object of the conspiracy was to be  
5 accomplished in the following manner:

6 1. The unindicted co-conspirator would teach defendant  
7 STEVEN JAMES MURPHY how to assemble an incendiary device to use  
8 in burning large scale, multi-million dollar building projects on  
9 behalf of the Earth Liberation Front or "E.L.F."

10 2. Defendant STEVEN JAMES MURPHY would identify a large  
11 scale, multi-million dollar building project in the Pasadena,  
12 California, area to be burned by fire on behalf of the "E.L.F."

13 3. Defendant STEVEN JAMES MURPHY would use the  
14 information obtained from the unindicted co-conspirator to  
15 construct an incendiary device.

16 4. Defendant STEVEN JAMES MURPHY would ignite the  
17 incendiary device inside a building in the project in Pasadena,  
18 California, with the malicious intent to destroy the building and  
19 surrounding structures by the ensuing fire.

20 5. Defendant STEVEN JAMES MURPHY would claim  
21 responsibility for the fire and other damage in the name of the  
22 E.L.F.

23 III. OVERT ACTS

24 In order to carry out the object of the conspiracy,  
25 defendant STEVEN JAMES MURPHY and the unindicted co-conspirator  
26 committed various overt acts within the Central District of  
27 California, and elsewhere, including but not limited to the  
28 following:

1. On unknown dates within the conspiracy period,

1 defendant STEVEN JAMES MURPHY spoke with the unindicted co-  
2 conspirator and learned how to assemble an incendiary device  
3 consisting of a plastic bottle, gasoline, and material for a  
4  
5 delayed ignition timer to use in burning a large scale building  
6 project on behalf of the E.L.F.

7 2. Prior to September 19, 2006, defendant STEVEN JAMES  
8 MURPHY identified an approximately thirty-unit, multi-million  
9 dollar, partially constructed condominium project located  
10 directly beneath the Colorado street bridge at 40 to 44 Arroyo  
11 Drive, Pasadena, California (hereinafter referred to as the  
12 "Project"), as property he would burn using an incendiary device.

13 3. Prior to September 19, 2006, defendant STEVE JAMES  
14 MURPHY obtained an approximately 64-ounce plastic juice bottle  
15 labeled "Trader Joe's All Natural Dixie Peach 100% Juice blend"  
16 and filled the bottle approximately 75% full with gasoline.

17 4. Prior to September 19, 2006, defendant STEVEN JAMES  
18 MURPHY constructed a delayed ignition timer using two side-by-  
19 side filtered cigarettes standing upright, which defendant  
20 wrapped at their filtered ends with approximately fourteen  
21 cardboard matches and tied with twine.

22 5. Prior to September 19, 2006, defendant STEVEN JAMES  
23 MURPHY completed construction of the incendiary device by  
24 partially inserting the aforementioned delayed ignition timer  
25 into a hole he had cut in the twist-off cap of the juice bottle  
26 containing gasoline (hereinafter the juice bottle containing  
27 gasoline and delayed ignition timer will be referred to  
28 collectively as the "Incendiary Device").

6. On or about September 19, 2006, defendant STEVEN JAMES

1 MURPHY placed the Incendiary Device in an upstairs unit of the  
2 Project.

3 7. On or about September 19, 2006, defendant STEVEN JAMES  
4  
5 MURPHY ignited the incendiary device with the malicious intent to  
6 destroy by fire the unit, the building in which it was located,  
7 and other structures in and around the Project.

8 8. On or about September 19, 2006, defendant STEVEN JAMES  
9 MURPHY disabled the ignition of a tractor in the Project.

10 9. On or about September 19, 2006, STEVEN JAMES MURPHY  
11 claimed responsibility for the aforementioned acts by writing the  
12 phrase "ANOTHER TRACTOR DECOMMISSIONED BY THE E<sub>x</sub>L<sub>x</sub>F<sub>x</sub>" on the side  
13 of the tractor with a permanent marker.

14 GEORGE S. CARDONA  
15 Acting United States Attorney

16 CHRISTINE C. EWELL  
17 Assistant United States Attorney  
18 Chief, Criminal Division

19 PATRICK R. FITZGERALD  
20 Assistant United States Attorney  
21 Acting Chief, National Security Section

22 SHERILYN PEACE GARNETT  
23 Assistant United States Attorney  
24 National Security Section  
25  
26  
27  
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