



U.S. Department of Justice

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January 28, 2020

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FEB 6 2019

AT GREENBELT  
CLERK U.S. DISTRICT COURT  
DISTRICT OF MARYLAND  
DEPUTY

Re: United States v. Eric Eoin Marques,  
Criminal No. TDC-19-200

Dear Counsel:

This letter, together with the Sealed Supplement, confirms the plea agreement (this "Agreement") that has been offered to your client, Eric Eoin Marques (hereinafter "Defendant"), by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have the Defendant execute it in the spaces provided below. If this offer has not been accepted by **5:00 p.m. on January 31, 2020**, it will be deemed withdrawn. **The plea agreement is entered into and will be submitted to the Court pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).** The terms of the Agreement are as follows:

Offense of Conviction

1. The Defendant agrees to plead guilty to Count One of the Indictment, which charges the Defendant with Conspiracy to Advertise Child Pornography, in violation of 18 U.S.C. § 2251(d)(1)(A) & (e). The Defendant admits that the Defendant is, in fact, guilty of the offense and will so advise the Court.

Elements of the Offense

2. The elements of the offense to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows: That on or about the time alleged in the Indictment, in the District of Maryland, (1) two or more persons entered into the unlawful agreement charged in Count one of the Indictment, that is an agreement to advertise child pornography; and (2) the Defendant knowingly and willfully became a member of that conspiracy.

Penalties

3. The maximum penalties provided by statute for the offense to which the Defendant is pleading guilty are as follows:

Count	Statute	Minimum Prison	Maximum Prison	Supervised Release	Maximum Fine	Special Assessment
1	18 U.S.C. § 2251(d) & (e)	15 years	30 years	At least 5 years and no more than life	\$250,000	\$100

a. **Prison:** If the Court orders a term of imprisonment, the Bureau of Prisons has sole discretion to designate the institution at which it will be served.

b. **Supervised Release:** If the Court orders a term of supervised release, and the Defendant violates the conditions of supervised release, the Court may order the Defendant returned to custody to serve a term of imprisonment as permitted by statute, followed by an additional term of supervised release.

c. **Restitution:** The Court may order the Defendant to pay restitution pursuant to 18 U.S.C. §§ 2259, 3663, 3663A, and 3664.

d. **Payment:** If a fine or restitution is imposed, it shall be payable immediately, unless the Court orders otherwise under 18 U.S.C. § 3572(d). The Defendant may be required to pay interest if the fine is not paid when due.

e. **Forfeiture:** The Court may enter an order of forfeiture of assets directly traceable to the offense, substitute assets, and/or a money judgment equal to the value of the property subject to forfeiture.

f. **Collection of Debts:** If the Court imposes a fine or restitution, this Office's Financial Litigation Unit will be responsible for collecting the debt. If the Court establishes a schedule of payments, the Defendant agrees that: (1) the full amount of the fine or restitution is nonetheless due and owing immediately; (2) the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment; and (3) the United States may fully employ all powers to collect on the total amount of the debt as provided by law. Until the debt is paid, the Defendant agrees to disclose all assets in which the Defendant has any interest or over which the Defendant exercises direct or indirect control. Until the money judgment is satisfied, the Defendant authorizes this Office to obtain a credit report in order to evaluate the Defendant's ability to pay, and to request and review the Defendant's federal and state income tax returns. The Defendant agrees to complete and sign a copy of IRS Form 8821 (relating to the voluntary disclosure of federal tax return information) and a financial statement in a form provided by this Office.

Waiver of Rights

4. The Defendant understands that by entering into this Agreement, the Defendant surrenders certain rights as outlined below:

a. If the Defendant had pled not guilty and persisted in that plea, the Defendant would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the Government would have the burden of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the Government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in defense, however, the Defendant would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in the Defendant's own defense if the Defendant so chose, and the Defendant would have the right to refuse to testify. If the Defendant chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from the Defendant's decision not to testify.

e. If the Defendant were found guilty after a trial, the Defendant would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that the Defendant may have to answer the Court's questions both about the rights being given up and about the facts of the case. Any statements that the Defendant makes during such a hearing would not be admissible against the Defendant during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, the Defendant will be giving up the right to file and have the Court rule on pretrial motions, and there will be no further

trial or proceeding of any kind in the above-referenced criminal case, and the Court will find the Defendant guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status, including possible denaturalization. The Defendant recognizes that if the Defendant is not a citizen of the United States, or is a naturalized citizen, pleading guilty may have consequences with respect to the Defendant's immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including the Defendant's attorney or the Court, can predict with certainty the effect of a conviction on immigration status. The Defendant is not relying on any promise or belief about the immigration consequences of pleading guilty. The Defendant nevertheless affirms that the Defendant wants to plead guilty regardless of any potential immigration consequences.

#### Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. § 3551-3742 (excepting 18 U.S.C. § 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

#### Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant stipulate and agree to the Statement of Facts set forth in Attachment A, which is incorporated by reference herein. This Office and the Defendant further agree that the following United States Sentencing Guidelines ("U.S.S.G.") apply:

- a. The applicable base offense level is **32**, pursuant to U.S.S.G. § 2G2.1(a).
- b. A **4-level** increase applies, pursuant to U.S.S.G. § 2G2.1(b)(1)(A), because the offense involved a victim who was a minor who had not attained the age of twelve years.
- c. A **2-level** increase applies, pursuant to U.S.S.G. § 2G2.1(b)(3), because the Defendant knowingly engaged in distribution of child pornography.
- d. A **4-level** increase applies, pursuant to U.S.S.G. § 2G2.1(b)(4), because the offense involved material portraying (A) sadistic or masochistic conduct or other depictions of violence; or (B) an infant or toddler.
- e. A **2-level** increase applies, pursuant to U.S.S.G. § 3C1.1, because the Defendant willfully obstructed or impeded, or attempted to obstruct or impede, the administration

of justice with respect to the investigation of the instant offense, and the obstructive conduct related to the Defendant's offense of conviction.

f. This Office does not oppose a 2-level reduction in the Defendant's adjusted offense level pursuant to U.S.S.G. § 3E1.1(a) based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for the Defendant's criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional 1-level decrease in recognition of the Defendant's timely notification of the Defendant's intention to enter a plea of guilty. This Office may oppose any adjustment for acceptance of responsibility under U.S.S.G. § 3E1.1(a), and may decline to make a motion pursuant to U.S.S.G. § 3E1.1(b), if the Defendant: (i) fails to admit each and every item in the factual stipulation; (ii) denies involvement in the offense; (iii) gives conflicting statements about the Defendant's involvement in the offense; (iv) is untruthful with the Court, this Office, or the United States Probation Office; (v) obstructs or attempts to obstruct justice prior to sentencing; (vi) engages in any criminal conduct between the date of this Agreement and the date of sentencing; (vii) attempts to withdraw the plea of guilty; or (viii) violates this Agreement in any way.

7. There is no agreement as to the Defendant's criminal history and the Defendant understands that the Defendant's criminal history could alter the Defendant's offense level. Specifically, the Defendant understands that the Defendant's criminal history could alter the final offense level if the Defendant is determined to be a career offender or if the instant offense was a part of a pattern of criminal conduct from which the Defendant derived a substantial portion of the Defendant's income.

8. Other than as set forth above, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines are in dispute or will be raised in calculating the advisory guidelines range.

#### Rule 11 (c)(1)(C) Plea

9. The parties stipulate and agree pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) that a sentence of **at least 180 months of imprisonment but no more than 252 months of imprisonment** in the custody of the Bureau of Prisons is the appropriate disposition of this case taking into consideration the nature and circumstances of the offense, the Defendant's criminal history, and all of the other factors set forth in 18 U.S.C. § 3553(a). This Agreement does not affect the Court's discretion to impose any lawful term of supervised release or fine or to set any lawful conditions of probation or supervised release. In the event that the Court rejects this Agreement, except under the circumstances noted below, either party may elect to declare the Agreement null and void. Should the Defendant so elect, the Defendant will be afforded the opportunity to withdraw his plea pursuant to the provisions of Federal Rule of Criminal Procedure 11(c)(5). The parties agree that if the Court finds that the Defendant engaged in obstructive or unlawful behavior and/or failed to acknowledge personal responsibility as set forth herein, neither the Court nor the Government will be bound by the specific sentence contained in this Agreement, and the Defendant will not be able to withdraw his plea.

### Obligations of the Parties

10. At the time of sentencing, this Office and the Defendant will recommend a sentence within the stipulated range of **at least 180 months of imprisonment but no more than 252 months of imprisonment**. The parties agree that this recommendation already takes into account the time from July 29, 2013 to March 23, 2019 that the Defendant spent in custody in Ireland due to his arrest by Irish authorities and/or for the time the Defendant spent in Irish custody while he was fighting extradition to the United States. The parties agree to jointly recommend a condition of supervised release permitting Defendant to depart the United States to reside in Ireland immediately upon the completion of any term of imprisonment. Defendant must adhere to all requirements governing the registration of sex offenders in Ireland including registration with Irish authorities and any required monitoring. If the defendant departs the United States, the term of supervision shall be a non-reporting term of supervised release. If the defendant re-enters the United States during the term of supervised release, the defendant shall report in person within 72 hours to the nearest U.S. Probation Office.

11. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the Defendant's background, character and conduct, including the conduct that is the subject of any open counts that this Office has agreed to dismiss at sentencing.

### Sex Offender Registration

12. The Defendant understands and agrees that, as a consequence of the Defendant's conviction for the crimes to which the Defendant is pleading guilty, the Defendant will be required to register as a sex offender in the place where the Defendant resides, is an employee, and is a student, pursuant to the Sex Offender Registration and Notification Act (SORNA), and the laws of the state of the Defendant's residence. Failure to do so may subject the Defendant to new charges pursuant to 18 U.S.C. § 2250.

### Restitution

13. The Defendant agrees that, pursuant to 18 U.S.C. §§ 2259, 3663 and 3663A, and 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation. The total amount of restitution shall be due immediately and shall be ordered to be paid forthwith. Any payment schedule imposed by the Court establishes only a minimum obligation. Defendant will make a good faith effort to pay any restitution. Regardless of Defendant's compliance, any payment schedule does not limit the United States' ability to collect additional amounts from Defendant through all available collection remedies at any time. The Defendant further agrees that the Defendant will fully disclose to this Office, the probation officer, and to the Court, subject to the penalty of perjury, all information (including but not limited to copies of all relevant bank and financial records) regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the

Defendant does not fulfill this provision, it will be considered a material breach of this Agreement, and this Office may seek to be relieved of its obligations under this

Forfeiture

14. The Defendant understands that the Court may enter an Order of Forfeiture as part of the Defendant's sentence, and that the Order of Forfeiture may include assets directly traceable to the offense, substitute assets, and/or a money judgment equal to the value of the property derived from, or otherwise involved in, the offenses.

15. Specifically, but without limitation on the Government's right to forfeit all property subject to forfeiture as permitted by law, the Defendant agrees to forfeit to the United States all of the Defendant's right, title, and interest in the following items that the Defendant agrees constitute money, property, and/or assets derived from or obtained by the Defendant as a result of, or used to facilitate the commission of, the Defendant's illegal activities: (a) \$154,422.61 in U.S. currency in the form of a money judgment, with credit given for the funds administratively forfeited by the FBI on or about March 13, 2015 (Asset IDs 13-FBI-006178 and 13-FBI-006179); and (b) any and all electronic devices containing child pornography recovered during Irish law enforcement's execution of search warrants on July 29, 2013 from the Defendant's residence, the Defendant's vehicle, or the Defendant's mother's residence.

16. The Defendant further agrees to forfeit any visual depiction described in Title 18, U.S.C. § 2251, or any book, magazine, periodical, film, videotape, electronic media, or other matter which contains any such visual depiction, which was produced, transported, mailed, shipped or received in violation of Title 18, United States Code, Chapter 110.

17. The Defendant agrees to consent to the entry of orders of forfeiture for the property described herein and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. This Office agrees to seek the Attorney General's approval to apply forfeited assets to the Defendant's Restitution Order.

18. The Defendant agrees to assist fully in the forfeiture of the property described above. The Defendant agrees to disclose all assets and sources of income, to consent to all requests for access to information related to assets and income, and to take all steps necessary to pass clear title to the forfeited assets to the United States, including executing all documents necessary to transfer such title, assisting in bringing any assets located outside of the United States within the jurisdiction of the United States, and taking whatever steps are necessary to ensure that assets subject to forfeiture are made available for forfeiture.

19. The Defendant waives all challenges to any forfeiture carried out in accordance with this Agreement on any grounds, including any and all constitutional, legal, equitable, statutory, or administrative grounds brought by any means, including through direct appeal, habeas corpus petition, or civil complaint. The Defendant will not challenge or seek review of any civil or administrative forfeiture of any property subject to forfeiture under this Agreement, and will not assist any third party with any challenge or review or any petition for remission of forfeiture.

Waiver of Appeal

20. In exchange for the concessions made by this Office and the Defendant in this Agreement, this Office and the Defendant waive their rights to appeal as follows:

a. The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or any other statute or constitutional provision, to appeal the Defendant's conviction on any ground whatsoever. This includes a waiver of all right to appeal the Defendant's conviction on the ground that the statute to which the Defendant is pleading guilty is unconstitutional, or on the ground that the admitted conduct does not fall within the scope of the statute, to the extent that such challenges legally can be waived.

b. If the Court imposes a sentence within the agreed-upon range of **180 months to 252 months of imprisonment**, the Defendant and this Office knowingly and expressly waive all rights conferred by 18 U.S.C. § 3742 to appeal whatever sentence is imposed (including any term of imprisonment, fine, term of supervised release, or order of restitution) for any reason (including the establishment of the advisory sentencing guidelines range, the determination of the Defendant's criminal history, the weighing of the sentencing factors, and any constitutional challenges to the calculation and imposition of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release).

c. The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

Defendant's Conduct Prior to Sentencing and Breach

21. Between now and the date of the sentencing, the Defendant will not engage in conduct that constitutes obstruction of justice under U.S.S.G. § 3C1.1; will not violate any federal, state, or local law; will acknowledge guilt to the probation officer and the Court; will be truthful in any statement to the Court, this Office, law enforcement agents, and probation officers; will cooperate in the preparation of the presentence report; and will not move to withdraw from the plea of guilty or from this Agreement.

22. If the Defendant engages in conduct prior to sentencing that violates the above paragraph of this Agreement, and the Court finds a violation by a preponderance of the evidence, then: (i) this Office will be free from its obligations under this Agreement; (ii) this Office may make sentencing arguments and recommendations different from those set out in this Agreement, even if the Agreement was reached pursuant to Rule 11(c)(1)(C); and (iii) in any criminal or civil proceeding, this Office will be free to use against the Defendant all statements made by the Defendant and any of the information or materials provided by the Defendant, including statements, information, and materials provided pursuant to this Agreement, and statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure. A determination that this Office is released from its obligations under this Agreement will not permit the Defendant to withdraw the guilty plea. The Defendant acknowledges that the Defendant may not withdraw the Defendant's guilty plea—even if made pursuant to Rule



11(c)(1)(C)—if the Court finds that the Defendant breached the Agreement. In that event, neither the Court nor the Government will be bound by the specific sentence or sentencing range agreed and stipulated to herein pursuant to Rule 11(c)(1)(C).

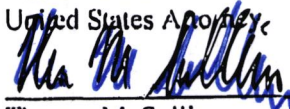
Entire Agreement

23. This letter, together with the Sealed Supplement, constitutes the complete plea agreement in this case. This letter, together with the Sealed Supplement, supersedes any prior understandings, promises, or conditions between this Office and the Defendant. There are no other agreements, promises, undertakings, or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement. No changes to this Agreement will be effective unless in writing, signed by all parties and approved by the Court.

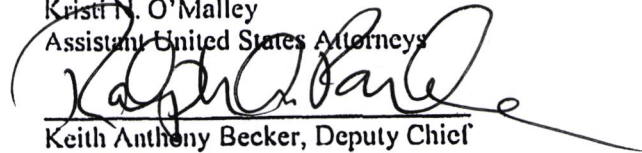
If the Defendant fully accepts each and every term and condition of this Agreement, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours.

Robert K. Hur  
United States Attorney



Thomas M. Sullivan  
Kristi N. O'Malley  
Assistant United States Attorneys

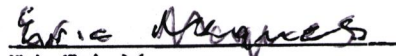


Keith Anthony Becker, Deputy Chief  
Ralph Paradiso, Trial Attorney  
Child Exploitation and Obscenity Section  
Department of Justice

I have read this Agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

1/24/2020

Date

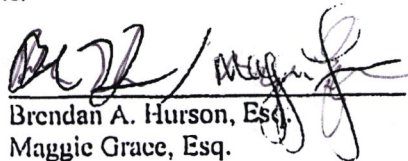


Eric Eoin Marques

I am the Defendant's attorney. I have carefully reviewed every part of this Agreement, including the Sealed Supplement with the Defendant. The Defendant advises me that the Defendant understands and accepts its terms. To my knowledge, the Defendant's decision to enter into this Agreement is an informed and voluntary one.

1/27/2020

Date



Brendan A. Hurson, Esq.  
Maggie Grace, Esq.

**ATTACHMENT A**  
**STIPULATION OF FACTS**

*The undersigned parties stipulate and agree that if this case had proceeded to trial, this Office would have proven the following facts beyond a reasonable doubt. The undersigned parties also stipulate and agree that the following facts do not encompass all of the evidence that would have been presented had this matter proceeded to trial.*

Between on or about July 24, 2008 and on or about July 29, 2013, the Defendant, **ERIC EOIN MARQUES** (“**MARQUES**”), did knowingly combine, conspire, confederate, and agree with other persons, to make, print, and publish, and cause to be made, printed, and published, any notice and advertisement seeking and offering to receive, exchange, buy, produce, display, distribute, and reproduce, any visual depiction, the production of which visual depiction involved the use of a minor engaging in sexually explicit conduct and such visual depiction was of such conduct; knowing and having reason to know that such notice and advertisement would be transported in interstate and foreign commerce by any means, including by computer, and such notice and advertisement was transported in interstate and foreign commerce by any means, including by computer.

**MARQUES** created an anonymous hosting service called “Freedom Hosting” that operated on the Tor anonymity network and contracted for its use with an internet service provider. **MARQUES** conspired to advertise child exploitation materials (“CEM”) with various site administrators and users who hosted and used CEM websites through Freedom Hosting, which **MARQUES** controlled. **MARQUES** provided a web server, Freedom Hosting, to host CEM websites which allowed his coconspirators to communicate with one another while uploading and downloading child pornography. **MARQUES**’ server provided his coconspirators with security from law enforcement detection while they conducted their unlawful activities. **MARQUES** encrypted Freedom Hosting and created and used an authentication key password to limit access to the network.

In 2011, the Federal Bureau of Investigation (“FBI”) discovered that Freedom Hosting hosted a large majority of hidden services on the Tor network containing CEM. The FBI reviewed a large number of the websites hosted by Freedom Hosting and found that many were dedicated to the advertisement and distribution of CEM, consisting of hundreds of thousands of images and videos depicting the rape and torture of children, to include infants. The FBI determined that over 200 websites hosted on Freedom Hosting were involved in the advertisement and distribution of CEM.

For example, during the investigation, FBI Special Agents operating in the District of Maryland connected to the Tor Network and accessed a website titled “Hurt 2 the Core” which was hosted on **MARQUES**’ server, Freedom Hosting. “Hurt 2 the Core” appeared to be a bulletin board the primary purpose of which was the advertisement and distribution of CEM. “Hurtcore” refers to images or videos depicting violent sexual abuse and is a term frequently associated with CEM depicting violent child sexual abuse. The bulletin board’s primary purpose was for the advertisement and distribution of files containing CEM. Statistics posted on the site revealed the site had 7,712 members, 22,230 posts, and 2,192 topics.

Under the “Hurtcore” topic section of the bulletin board was a video that depicted an adult female forcing an infant female to perform oral sex on her and exposing the infant’s genital area in a lewd and lascivious fashion. The topic itself is four (4) web pages in length. Numerous individuals posted messages on that topic while utilizing avatars that contained CEM.

Under the topic “Boy Images/Male Babies & Toddlers” was a post titled “Bondage babies and toddler!” that was started on May 28, 2013 and provided a thumbnail image of a clothed female child with her hands and feet tied and duct tape over her mouth and the comment “You can do so much with them, if they are tied up!”

FBI agents in Maryland also accessed “Lolita City,” another CEM website hosted on the Freedom Hosting server. “Lolita City” was a website with the primary purpose of advertisement and distribution of files containing CEM. As of July of 2013, there were almost 1.4 million files that were uploaded and accessible by individuals who visited “Lolita City.” During 2012 and 2013, FBI agents and employees downloaded more than 1 million files from “Lolita City” from computers located in the District of Maryland. Nearly all of the files depict children who are engaging in sexually explicit conduct with adults or other children, posed nude and/or in such a manner as to expose their genitals, in various stages of undress, or child erotica. A substantial majority of the images downloaded by the FBI depict prepubescent minor children who are fully or partially nude or engaged in sexually explicit conduct.

In December 2012 and January 2013, the FBI identified a possible Internet Protocol (“IP”) address for the Freedom Hosting server and certain child pornography websites hosted on that server. The IP address resolved to an internet service provider (“ISP-1”), with a data center in France.

Pursuant to a mutual legal assistance request to France to obtain information and Pen Register/Trap and Trace (“PRTT”) data related to ISP-1, the FBI confirmed the location of the Freedom Hosting server and identified evidence that the subscriber to the Freedom Hosting server account at ISP-1 was Eric **MARQUES** with a Las Vegas, Nevada billing address. FBI agents learned that **MARQUES’** Las Vegas address was actually a mailbox rental store that physically forwarded mail to Dublin, Ireland, per **MARQUES’** instructions. In addition, access logs to the ISP hosting account for the Freedom Hosting server pointed to a U.S.-based Virtual Private Server (“VPS”) account associated with **MARQUES**.

On July 29, 2013, Irish law enforcement executed search warrants at **MARQUES’** residence, his mother’s residence, and his vehicle. **MARQUES** was found in his residence and his computer was on, but the screen saver password was enabled. When agents entered the home, **MARQUES** moved toward his computer but was subdued by agents before he could turn the computer off. An on-scene technical review of the computer and network revealed that **MARQUES’** computer had an active secure shell (“SSH”)<sup>1</sup> connection to his Freedom Hosting

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<sup>1</sup> Secure Shell (“SSH”) is a cryptographic network protocol that allows a user to operate network services securely over an unsecured network. SSH software permits the transfer of encrypted data between computers and/or servers. Typical applications include remote command execution, and logins.

server in France. **MARQUES'** computer was found to contain 24 gigabytes of RAM and the forensic tools could only capture 3 gigabytes before the computer shut down. The remaining RAM was encrypted and law enforcement was not able to access it. A review of the accessible RAM data showed that **MARQUES** had administrative control over Freedom Hosting and the websites on it.

FBI review of the 3 GB memory capture from **MARQUES'** home computer showed **MARQUES** had visited four Tor hidden services associated with CEM, three of which were hosted on **MARQUES'** server, Freedom Hosting. In his computer's RAM, URLs (Uniform Resource Locators, or web addresses) for "Lolita City" were found over 400 times. This evidence indicates frequent access by a user of that computer, which was found in **MARQUES'** home, to those URLs, demonstrating knowledge of its content. Numerous of those URLs were observed to contain CEM involving prepubescent children. URLs for two other CEM sites were also seen in the memory. The domain associated with "Hoarders Hell" was seen in memory three times and the domain associated with "The Love Zone" was found in memory two times. "Hoarders Hell" and "The Love Zone" were restricted sites that require the distribution of child exploitation material to gain access. The fourth hidden service, Onion Pedo Video Archive ("OPVA"), was not hosted on Freedom Hosting. OPVA was a very large video archive site hosting content of prepubescent children being sexually abused and put on display. The review revealed that **MARQUES** viewed pages on OPVA 1,534 times. When visiting OPVA, **MARQUES** visited not only the public pages, but also the administrator pages that are not publicly advertised on the site. This indicates that **MARQUES** has administrative access on this site.

**MARQUES** was detained by Irish authorities and was released on or about July 30, 2013. **MARQUES** was told by Irish authorities not to make contact and/or access the servers upon his release from custody. On or about August 1, 2013, FBI agents noticed that **MARQUES** logged into his server and locked the FBI and other law enforcement agencies out. Irish law enforcement officers went to **MARQUES'** home and observed a new computer at the home.

A review of the Freedom Hosting server discovered over 8.5 million images of and videos of CEM or suspected CEM. At the time of **MARQUES'** arrest, the FBI determined that 1.97 million of the CEM images and/or videos were not known to law enforcement authorities. CEM on the site was categorized by age such as 0-2 [years old], 3-5 [years old], etc. Over 65,000 images and/or videos involved the sexual abuse of infants and/or toddlers. Over 33,000 images and/or videos involved torture or the sadomasochistic sexual abuse of children.

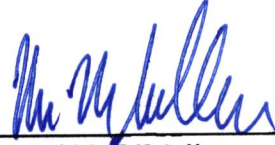
The United States requested that **MARQUES** be extradited to the United States to face the charges outlined in the Criminal Complaint. On August 2, 2013, during a hearing to fight this extradition request, **MARQUES** admitted to hosting his server, stating that the business has been very successful and he has earned a substantial amount of money from his endeavors. **MARQUES**

also admitted that when was originally released by Irish authorities, he went to a local computer store and purchased a laptop computer wherein he then logged into ISP-1 and rebooted his server.

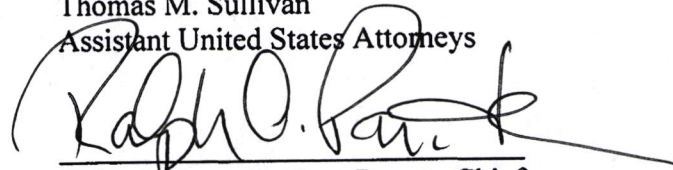
**MARQUES** now accepts responsibility and admits that between on or about July 24, 2008 and on or about July 29, 2013, he knowingly conspired to advertise child pornography, in violation of 18 U.S.C. § 2251(d)(1)(A) & (e). Furthermore, **MARQUES** admits that this offense involved the distribution of child pornography, which involved minors who were less than twelve years old, to include infants and toddlers, and sadistic or masochistic material or depictions of violence. **MARQUES** further admits that these incidents occurred within the District of Maryland and elsewhere. **MARQUES** acknowledges that he willfully obstructed or impeded the administration of justice with respect to the investigation into this offense.

The \$154,422.51 in U.S. currency seized from **MARQUES** and administratively forfeited by the FBI on or about March 13, 2015 was used or intended to be used to commit or to promote the commission of **MARQUES**'s offense, or traceable thereto.

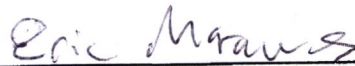
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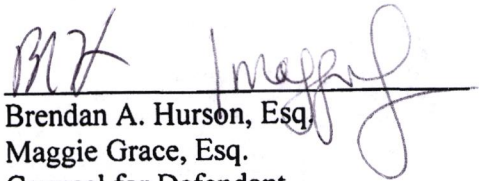
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