

JUN 17 2025

US DISTRICT COURT
WESTERN DISTRICT OF NC

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

UNITED STATES OF AMERICA)	DOCKET NO. 3:25-cr-148-KDB
)	
v.)	BILL OF INDICTMENT
)	
CAMERON CURRY,)	Violations: 18 U.S.C. § 875(d)
a/k/a LOOT)	
)	
)	

THE GRAND JURY CHARGES:

At the specified times and at all relevant times:

Introduction

1. Beginning at least as early as December 11, 2023, and continuing through on or about January 24, 2024, defendant CAMERON CURRY, also known as “LOOT,” (“CURRY”) initiated and engaged in a scheme to extort money and cryptocurrency from Company 1 by sending employees of Company 1 and others or willfully causing email communications from an alias, LOOT, which contained threats to publicly disseminate sensitive corporate information and employee data, and to injure the property and reputation of Company 1, if Company 1 failed to pay money and cryptocurrency to which CURRY was not entitled.

The Defendant and Relevant Entities

2. Defendant CAMERON CURRY was a resident of North Carolina. On or before December 6, 2023, CURRY, previously a resident of Raleigh, North Carolina, relocated to Charlotte, North Carolina.

3. Company 1, whose identity is known to the Grand Jury, was an international technology corporation, with its United States headquarters located in Washington, D.C. In or about June 2022, Company 1 acquired a subsidiary located in Raleigh, North Carolina, and was in the process of migrating that subsidiary into its corporate infrastructure at times relevant to this Indictment. Hereinafter, both Company 1 and its subsidiary are referred to as “Company 1.”

4. Company 1 used Microsoft as its email service provider. Microsoft’s servers are located throughout the United States. Company 1 used Amazon Web Services to back up all its devices to servers located outside of North Carolina.

5. Company 1 had employees assigned to offices throughout the United States. Several of these employees were located outside of North Carolina when they received extortionate email messages from CURRY.

6. Company 2, whose identity is known to the Grand Jury, was a recruitment consultancy firm headquartered in Raleigh, North Carolina. In and about 2023, CURRY was retained for data analyst work by Company 2.

7. Firm 1 was an incident response firm hired by Company 1 to assist in their response to CURRY'S threats. Firm 1 established an email address through Proton Mail to communicate with CURRY. Proton Mail is a Swiss company, whose servers are located outside of the United States.

CURRY's Extortion Scheme

8. Beginning on or about August 21, 2023, CURRY was assigned by Company 2 to work as a data analyst with Company 1 for an anticipated contract duration of six months.

9. As part of his official duties for Company 1, CURRY was provided a corporate laptop computer and had access to Company 1's network, including access to data files containing sensitive corporate, employee, and payroll information for certain of Company 1's employees. This information included base pay, total target compensation, benefits, and performance analysis information.

10. Between August 21, 2023, and on or about December 5, 2023, using the access to Company 1's network that CURRY had been granted by Company 1 in connection with his data analyst work, CURRY removed sensitive files from Company 1's network, without authorization, and with the intent to use the information to extort money and other things of value from Company 1.

11. On or about December 5, 2023, Company 1 informed Company 2 that CURRY's last date of employment would be December 15, 2023. By the next day, Company 2 notified CURRY that Company 1 was ending his employment.

12. CURRY's last date of employment with Company 1 ended up being on or about December 10, 2023.

13. On or about December 11, 2023, CURRY created the Microsoft email account lootsoftware@outlook.com under the moniker "Loot."

14. Between on or about December 11, 2023, and on or about January 23, 2024, using email address lootsoftware@outlook.com, CURRY sent over 60 emails to various Company 1 employees and others containing threats to disclose Company 1's sensitive corporate employee data unless Company 1 paid him.

15. On or about January 8, 2024, CURRY created a Coinbase account to receive ransom payments in Bitcoin from Company 1.

Example One

16. On or about December 11, 2023, CURRY, while located in Charlotte, North Carolina and using the LOOT alias, knowingly transmitted in interstate and foreign commerce,

with intent to extort from Company 1 money and other things of value, the following email communication to Company 1 employees, from lootsoftware@outlook.com and with the subject line "LOOT DATA LEAK (DOCUSIGN AGREEMENT ATTACHED)," containing a threat to injure the property and reputation of Company 1:

To whom it may concern,

I am the founder of a company called Loot. We have recently partnered with your company to implement salary transparency within your organization. As you roll out Salary Statements for 2024, we would like to share your organization's salaries with everyone in the company. Salary transparency is crucial as the cost of living rises. Loot and our partners aim to ensure that everyone is being paid accordingly, providing employees with the leverage they deserve while also adhering to federal government regulations on protected acts.

Please sign the documents sent through DocuSign, which is linked to this email. The pricing is firm and will not be negotiated. Late responses, no responses, or negotiations of the lump sum payment will result in the automatic publication of the site and distribution of files to your organization. Let's kick start salary transparency!

Attached, you will find an introduction, a DocuSign settlement that you will also get in another email to sign, the organization's sample email that will be sent to all of your employees if we do not come to an agreement, and proof that we have all your company information. Once the documentation is sent, we will then provide routing information. DocuSign passwords are your employee ID numbers. Once everything is signed and sent back, I will send you back my signature as well as proof of deletion of all company records which is also in the agreement.

Thanks,
Loot

17. CURRY attached to the LOOT email five attachments, consisting of two image files and three .pdf files.

a. The two image files contained screenshot images from spreadsheets listing the personal identification information (PII) of Company 1 employees, including but not limited to their names, dates of birth, home addresses, and compensation information.

b. The first .pdf file contained a logo with the word "LOOT" and was dated "Dec 12, 2023." The attachment stated as follows:

To Whom It May Concern:

I am the founder of Loot, this email pertains to the matter mentioned above, and I formally request the preservation of all documents related to this issue in accordance with the Federal Rules of Civil Procedure, Rule 37. Further

correspondence regarding this matter should be directed to my personal email at lootsoftware@outlook.com.

We have large file sizes of your encrypted data that contains your employee's salary information, merit increases, promotions, department budgets, all employee emails and more.

Loot is similar to platforms such as <https://www.glassdoor.com/Salaries/index.htm> and [levels.fyi](https://www.levels.fyi), allows for anonymous sharing of total compensation information based on job titles. Which are very similar to the tool I created and now own rights to as well as security packages that will allow your company data to stay safe and protected. You can find a list of Data Privacy recommendations attached in this email.

For legal matters, I propose utilizing DocuSign for handling documentation. I trust that an amicable resolution for both parties can be reached within the next three (3) business days. You can reach me via email at lootsoftware@outlook.com for all questions. Any form of negotiation or no response within the 3 days will opt you out of the agreement and we will send all employee information out to each employee in your org and they will see everyone salary creating a hostile work environment, retention issues or the company failing if you have to adjust half your org salaries right before merit increase come out.

c. The second .pdf file, named "CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE.pdf", contained the date "December 12, 2023." In a paragraph titled "2. Release and General Waiver," this file stated, "In consideration of the payment of \$2,500,000 USD (Two Million Five Hundred Thousand), as detailed in Section 5 below, Loot hereby releases and forever discharges [Company 1], along with its officers, directors, employees, and agents, from any and all claims, liabilities, demands, actions, causes of action, costs, and expenses, whether at law or in equity, known or unknown, arising out of or in connection with the creation and distribution of Loot." In a paragraph titled "5. Lump Sum Payment," the file stated, "The Company agrees to make a lump sum payment of \$2,500,000 to Loot."

Example Two

18. On or about December 13, 2023, CURRY, while located in Charlotte, North Carolina and using the LOOT alias, knowingly transmitted in interstate and foreign commerce, with intent to extort from Company 1 money and other things of value, the following email communication to Company 1 employees, from lootsoftware@outlook.com and with the subject line "(URGENT)24 HOURS TO RESPOND! [Company 1] DATA," containing a threat to injure the property and reputation of Company 1, the addressee:

Hello,

This is Loot, a company that enables employees to access full pay transparency within the organization. Currently, we maintain all financial records

for the company and will disclose them if an agreement is not reached. Should you have any questions, please feel free to reach out before the deadline. We will send out salary emails to ensure that everyone is aware of their expected compensation. Additionally, we will provide instructions on how to address pay discrimination through mediation without the need for legal representation through the EEOC or start a class action suit for them. Please find attached screenshot of our website that we will post documents for a subscription price your employees will more than likely pay for to access lots of documents.

Attached is your legal team's salary information only one person is getting paid a bonus when most people in the company who do high professional position do. Lets kick start salary transparency!

Negotiations are on the table for the next 24 hours. Price is firm, contract details are negotiable.

Thank you,
Loot

Example Three

19. On or about December 18, 2023, CURRY, while located in Charlotte, North Carolina and using the LOOT alias, knowingly transmitted in interstate and foreign commerce, from North Carolina to the District of Columbia, with intent to extort from Company 1 money and other things of value, the following email communication to Company 1 employees, from lootsoftware@outlook.com and with the subject line "NEW SEC LAW! REPORT BREACH OR WE WILL!", containing a threat to injure the property and reputation of Company 1, the addressee:

Hello,

On December 18th, 2023, a new SEC law is in effect. If you fail to comply with the law and not report a data breach, as mandated by the law, you will be anonymously reported to the SEC IMMEDIATELY. This information will now be public to your shareholders therefore negotiations are allowed for now since there will be damage to the company if we report and we would like to prevent that with an agreement. Please report or negotiate otherwise, this will be made public through the SEC IMMEDIATELY, impacting your stocks & company once we have someone anonymously report you to the SEC.

New SEC law On December 18th, 2023 the Securities and Exchange Commission requires registrants to disclose on the new Item 1.05 of Form 8-K any cybersecurity incident they determine to be material and to describe the material aspects of the incident's nature, scope, and timing, as well as its material impact or reasonably likely material impact on the registrant.

**REPORT BREACH OR YOU WILL BE REPORTED ANONYMUSLY OR
MAKE AN AGREEMENT SO YOUR STOCKS WON'T GET SHORTENED
AND KEEP YOUR DATA CONFIDENTIAL!**

**MAKE SURE BREACH IS DETAILED IF YOU REPORT TO SEC OR WE
WILL LIST ALL THE DETAILS TO SEC IF NO AGREEMENT IS MET!**

**WE WILL ALSO ADD [Company 1] INTO THIS SEC REPORTING IF AN
AGREEMENT IS NOT MET!**

Example Four

20. On or about December 28, 2023, CURRY, while located in Charlotte, North Carolina and using the LOOT alias, knowingly transmitted in interstate and foreign commerce, from North Carolina to the District of Columbia, with intent to extort from Company 1 money and other things of value, the following email communication to Company 1 employees, from lootsoftware@outlook.com and with the subject line "EMPLOYEES WILL KNOW EVERYONE PAY!", containing a threat to injure the property and reputation of Company 1, the addressee:

Hello [Company 1] & [Company 1],

As we have not received a response, we will commence the process of disseminating salary information starting January 1, 2024 in phases to all employees and will report you to the SEC after for not reporting the breach. Initially, the first salary information will be sent via LinkedIn and email to each Vice President (VP) and Senior Vice President (SVP), along with your Senior and Principal members of the technical team first. Subsequently, in the following month, we will extend this process to Software Engineers it will not go out all at one time and continue gradually just in case you want to buy your data back if things start have a negative impact on the company.

If you wish to reclaim your data, we recommend doing so promptly at 2.5 million USD in order to save your company and stocks, as each subsequent month will incur a \$100,000 USD increase. Discrepancies in your books are currently over 16 million USD, posing a potential risk for retention issues, a hostile work environment, resentment, and more.

Kindly be aware that we will provide each employee our contact information should they choose to pursue legal action or join a class-action lawsuit we will set up an EEOC interview for each employee who chooses to do so. We strongly advise employees to consider exploring new job opportunities and, especially for underpaid women, to participate in a class-action suit.

Thanks,
Loot

21. As part of this email communication, CURRY included an embedded image of a spreadsheet listing certain of Company 1 employees' names, job titles, and compensation

information. This was the same information CURRY had access to and was assigned to work with while employed with Company 1.

Example Five

22. On or about January 3, 2024, CURRY, while located in Charlotte, North Carolina and using the LOOT alias, knowingly transmitted in interstate and foreign commerce, with intent to extort from Company 1 money and other things of value, the following email communication to Company 1 employees and others, from lootsoftware@outlook.com and with the subject line "FINAL WARNING!," containing a threat to injure the property and reputation of Company 1, the addressee:

This is your final warning! We have 6 employees who are underpaid by over \$100,000k in our drafts ready to be sent and a few others who are underpaid costing 1 million dollars to adjust ONLY 25 employee's salary. The rest will go out weekly. Swift responses and payment should be made today by 5:00pm EST to avoid this. They will be sent this information with their manager tagged in the email as well. We will also mention how certain employees are not receiving bonuses while most of the company does. We will also show how longer they have been at the company then their peers who get paid more.

- PRICE IS FIRM!(NEGOTIATING WILL NOT BE TOLERATED WE WILL SEND OUT PAY GAPS)
- 2.5 MILLION USD PAYMENT MUST BE MADE TODAY via Bitcoin (JANUARY 3, 2024)!
- MUST RESPOND EVERY 2 HOUR we gave additional time! OR ONE PERSON who is underpaid by \$100k GETS PAY GAP EMAIL with manager tagged in it.

EXTREMELY FIRM!
EXTREMELY FIRM!
YOU BEEN WARNED!
YOU BEEN WARNED!

Thanks,
Loot

Example Six

23. On or about January 9, 2024, CURRY, while located in Charlotte, North Carolina and using the LOOT alias, knowingly transmitted in interstate and foreign commerce, with intent to extort from Company 1 money and other things of value, the following email communication to Company 1 employees and others, from lootsoftware@outlook.com and with the subject line "Re: PAYMENT ARRANGMENT," containing a threat to injure the property and reputation of Company 1, the addressee:

Hello [Company 1],

We are pleased to come to an agreement and want you to know your data will not be going out any further once the below is met. 😊

We would like the payment to be sent through Bitcoin instead here is the Bitcoin address -

33Dh8QFYdYH6Dcfauwu2YR4neuyriaqfcF

The data will be deleted once a nice counter offer is paid. It should be no less than 1.5 million with maybe an additional 100k - 200k scraped off due to the 6 additional people that went out. If not 3 people will be sent their manager negative comments with the manager CC in the email. \$2,500 test payment should be made today January 9, 2024. And the Counter offer payment should be made within 7 - 10 business days starting January 9, 2024.

Once payment is sent, we will send conformation of all files being deleted through screen recordings and videos while also recording us flushing the flash drive away and handing over some serious business recommendation to protect your company I mean serious business recommendations since this is your 2nd breach within 1 year. We do not want this to happen again.

Thanks,
Loot

24. As a result of CURRY's extortionate emails, Company 1 made two payments to CURRY in Bitcoin. On or about January 9, 2024, Company 1 paid CURRY Bitcoin worth approximately \$2,478.80 USD. On or about January 23, 2024, Company 1 paid CURRY Bitcoin worth approximately \$5,062 USD. These payments were made to a Bitcoin wallet provided by CURRY, under the alias LOOT.

COUNT ONE

18 U.S.C. §§ 875(d)

(Interstate Communications with Intent to Extort, and Causing an Act to be Done)

25. The Grand Jury realleges and incorporates by reference herein the allegations contained in paragraphs 1 through 24 of the Bill of Indictment, and further alleges that:

26. On or about December 11, 2023, within the Western District of North Carolina and elsewhere, the defendant

CAMERON CURRY, aka LOOT

knowingly transmitted or willfully caused to be transmitted in interstate and foreign commerce, from North Carolina to outside North Carolina, with intent to extort from Company 1 money and other things of value, an email communication to employees of Company 1, with the subject line "LOOT DATA LEAK (DOCUSIGN AGREEMENT ATTACHED)", containing a threat to injure the property and reputation of Company 1.

All in violation of Title 18, United States Code, Sections 875(d) and 2.

COUNT TWO

18 U.S.C. §§ 875(d)

(Interstate Communications with Intent to Extort and Causing an Act to be Done)

27. The Grand Jury realleges and incorporates by reference herein the allegations contained in paragraphs 1 through 24 of the Bill of Indictment, and further alleges that:

28. On or about December 13, 2023, within the Western District of North Carolina and elsewhere, the defendant

CAMERON CURRY, aka LOOT

knowingly transmitted or willfully caused to be transmitted in interstate and foreign commerce, from North Carolina to outside North Carolina, with intent to extort from Company 1 money and other things of value, an email communication to employees of Company 1, with the subject line “(URGENT)24 HOURS TO RESPOND! [Company 1] DATA”, containing a threat to injure the property and reputation of Company 1.

All in violation of Title 18, United States Code, Sections 875(d) and 2.

COUNT THREE

18 U.S.C. §§ 875(d)

(Interstate Communications with Intent to Extort and Causing an Act to be Done)

29. The Grand Jury realleges and incorporates by reference herein the allegations contained in paragraphs 1 through 24 of the Bill of Indictment, and further alleges that:

30. On or about December 18, 2023, within the Western District of North Carolina and elsewhere, the defendant

CAMERON CURRY, aka LOOT

knowingly transmitted or willfully caused to be transmitted in interstate and foreign commerce, from North Carolina to outside North Carolina, with intent to extort from Company 1 money and other things of value, an email communication to employees of Company 1, with the subject line "NEW SEC LAW! REPORT BREACH OR WE WILL!", containing a threat to injure the property and reputation of Company 1.

All in violation of Title 18, United States Code, Sections 875(d) and 2.

COUNT FOUR

18 U.S.C. §§ 875(d)

(Interstate Communications with Intent to Extort and Causing an Act to be Done)

31. The Grand Jury realleges and incorporates by reference herein the allegations contained in paragraphs 1 through 24 of the Bill of Indictment, and further alleges that:

32. On or about December 28, 2023, within the Western District of North Carolina and elsewhere, the defendant

CAMERON CURRY, aka LOOT

knowingly transmitted or willfully caused to be transmitted in interstate and foreign commerce, from North Carolina to outside North Carolina with intent to extort from Company 1 money and other things of value, an email communication to employees of Company 1, with the subject line "EMPLOYEES WILL KNOW EVERYONE PAY!", containing a threat to injure the property and reputation of Company 1.

All in violation of Title 18, United States Code, Sections 875(d) and 2.

COUNT FIVE

18 U.S.C. §§ 875(d)

(Interstate Communications with Intent to Extort and Causing an Act to be Done)

33. The Grand Jury realleges and incorporates by reference herein the allegations contained in paragraphs 1 through 24 of the Bill of Indictment, and further alleges that:

34. On or about January 3, 2024, within the Western District of North Carolina and elsewhere, the defendant

CAMERON CURRY, aka LOOT

knowingly transmitted or willfully caused to be transmitted in interstate and foreign commerce, from North Carolina to outside North Carolina with intent to extort from Company 1 money and other things of value, an email communication to employees of Company 1, with the subject line "FINAL WARNING!", containing a threat to injure the property and reputation of Company 1.

All in violation of Title 18, United States Code, Sections 875(d) and 2.

COUNT SIX

18 U.S.C. §§ 875(d)

(Interstate Communications with Intent to Extort and Causing an Act to be Done)

35. The Grand Jury realleges and incorporates by reference herein the allegations contained in paragraphs 1 through 24 of the Bill of Indictment, and further alleges that:

36. On or about January 9, 2024, within the Western District of North Carolina and elsewhere, the defendant

CAMERON CURRY, aka LOOT

knowingly transmitted or willfully caused to be transmitted in interstate and foreign commerce, from North Carolina to outside North Carolina with intent to extort from Company 1 money and other things of value, an email communication to employees of Company 1, with the subject line "Re: PAYMENT ARRANGMENT", containing a threat to injure the property and reputation of Company 1.

All in violation of Title 18, United States Code, Sections 875(d) and 2.

NOTICE OF FORFEITURE AND FINDING OF PROBABLE CAUSE

37. Notice is hereby given of 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c). Under Section 2461(c), criminal forfeiture is applicable to any offenses for which forfeiture is authorized by any other statute, including but not limited to 18 U.S.C. § 981 and all specified unlawful activities listed or referenced in 18 U.S.C. § 1956(c)(7), which are incorporated as to proceeds by Section 981(a)(1)(C). The following property is subject to forfeiture in accordance with Section 981(a)(1)(C) and/or 2461(c):

a. All property which constitutes or is derived from proceeds of the violations set forth in this Bill of Indictment; and

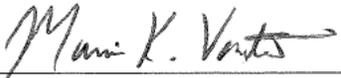
b. If, as set forth in 21 U.S.C. § 853(p), any property described in (a) cannot be located upon the exercise of due diligence, has been transferred or sold to, or deposited with, a third party, has been placed beyond the jurisdiction of the court, has been substantially diminished in value, or has been commingled with other property which cannot be divided without difficulty, all other property of the defendant/s to the extent of the value of the property described in (a).

38. The Grand Jury finds probable cause that the following property is subject to forfeiture on one or more of the grounds stated above: a forfeiture money judgment in the amount of at least \$7,540.80, which constitutes or is derived from proceeds traceable to the violations set forth in this Bill of Indictment.

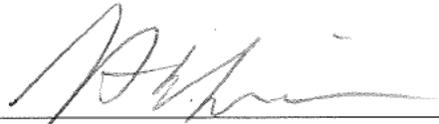
A TRUE BILL


Foreperson

RUSS FERGUSON
UNITED STATES ATTORNEY



MARIA K. VENTO
ASSISTANT UNITED STATES ATTORNEY



DIANE LUCAS
JOSEPH MISHER
SPECIAL ASSISTANT UNITED STATES ATTORNEYS