el/2006R01362

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	**Hon.**
	:	
v.	:	**Criminal No. 06-**
	:	
YUNG-HSUN LIN,	:	**18 U.S.C. §§ 1030 and 2**
a/k/a "Andy Lin"	:	
	:	**I N D I C T M E N T**
	:	

The Grand Jury in and for the District of New Jersey, sitting in Newark, charges:

COUNT I

BACKGROUND

1. At various times relevant to this Indictment:

a. **Defendant Yung-Hsun Lin**: Defendant Yung-Hsun Lin, a/k/a "Andy Lin," ("Defendant Lin") resided in Montville, New Jersey and was employed as a computer system administrator at Medco Health Solutions, Inc. ("Medco"). Defendant Lin was proficient in the HP-Unix computer language designed to operate computer servers.

b. **Medco Health Solutions, Inc.**: Medco, with its principal place of business located in Franklin Lakes, New Jersey, was a wholly-owned subsidiary of Merck & Co. until it was spun-off in or about August 2003 in an initial public offering of stock. Medco was subsequently a publicly traded company engaging in pharmacy benefit management. Medco's core business was comprised of managing health insurance prescription benefit plans subscribed to by individuals throughout the United States. Medco administered these prescription benefit plans and maintained customer healthcare information on databases using an HP-Unix computer

system comprised of approximately 70 computer servers (the "Medco Servers"). Medco's databases operated from the Medco Servers, including the Drug Utilization Review database, were typically accessed by pharmacists to address the prescription drug needs of individual benefit plan subscribers. As a system administrator, Defendant Lin had access to the Medco servers to perform maintenance and run the server applications.

c. **The Drug Utilization Review Database**: Among the databases operated from the Medco Servers, Medco maintained and regularly updated a patient-specific drug interaction conflict database known as the Drug Utilization Review (the "DUR"). Prior to dispensing medication, pharmacists routinely examined the information contained in the DUR to determine whether conflicts existed between or among an individual's prescribed drugs.

d. **The Medco Servers**: The Medco Servers included numerous applications and databases. In addition to the DUR, the Medco Servers contained applications relating to clients' clinical analyses, rebate applications, billing, and managed care processing. Further, the Medco Servers handled new prescription call-ins from doctors and coverage determination applications. The Medco Servers also included numerous internal Medco applications, including the corporate financials, pharmacy maintenance tracking, web and pharmacy statistics reporting, and the employee payroll input.

e. **The Medco Corporate Unix Group**: The Medco information technology personnel consisted of, in part, computer system administrators, such as Defendant Lin, responsible for programming and maintaining the Medco Servers using the HP-Unix computer language. In or about September 2003, as part of a restructuring following the spin-off from Merck, the Medco Unix group was merged with the E-Commerce group to form the Corporate

Unix group (the "Corporate Unix Group"). As part of the formation of the Corporate Unix Group, Medco management announced layoffs of a number of computer system administrators on or about October 6, 2003.

The Destructive Computer Code Embedded in the Medco Servers

2. Beginning at least as early as in or about September 2003, e-mails were circulated among Defendant Lin and others discussing the anticipated layoffs of Medco computer system administrators.

3. On or about October 2, 2003, Defendant Lin sent an e-mail to an individual identified as T.W. indicating that he was unsure whether he would survive the anticipated layoffs at Medco.

4. On or about October 3, 2003, Defendant Lin modified existing computer code and inserted new computer code into pre-existing scripts on the Medco Servers, which collectively were designed to delete virtually all of the information on those servers once triggered (the "Destructive Code"). Among other information, the Destructive Code was designed to delete the DUR, as well as databases identifying subscribers, plan coverage, prescription administration, and billing data. Part of the new computer code Defendant Lin programmed and inserted included a script designed to deploy the Destructive Code automatically on April 23, 2004, Defendant Lin's birthday.

5. On or about October 6, 2003, Medco laid off four system administrators in the Unix group. Defendant Lin was not laid off.

6. On or about November 5, 2003, Defendant Lin edited the script triggering the Destructive Code, which was still set to deploy on April 23, 2004.

7. On or about April 23, 2004, the Destructive Code was triggered, but because of an error in the code, it failed to deploy and delete the information stored on the Medco Servers.

8. Between on or about September 20, 2004 and on or about September 22, 2004, Defendant Lin modified the Destructive Code to correct the error which prevented the code from executing as planned. After the correction, the Destructive Code was set to deploy on April 23, 2005.

9. On or about January 1, 2005, a Medco computer systems administrator investigating a system error discovered the Destructive Code embedded within other scripts on the Medco Servers. Medco Information Technology security personnel subsequently neutralized the Destructive Code.

10. From on or about October 3, 2003 to on or about September 22, 2004, in Bergen County, in the District of New Jersey and elsewhere, defendant

YUNG-HSUN LIN,
a/k/a "Andy Lin"

knowingly and willfully attempted to cause the transmission of a program, information, code, and command, and as a result of such conduct, intended to cause damage without authorization to a protected computer, that is, one which was used in interstate commerce and communication, and by such conduct, if completed, would have caused loss to one or more persons during a 1-year period aggregating at least $5,000 in value, contrary to Title 18, United States Code, Sections 1030(a)(5)(A)(i), 1030(a)(5)(B)(i), and 1030(c)(4)(A).

In violation of Title 18, United States Code, Sections 1030(b) and 2.

COUNT 2

1. The allegations contained in Paragraphs 1 through 9 of Count 1 are realleged and incorporated herein.

2. From on or about October 3, 2003 to on or about September 22, 2004, in Bergen County, in the District of New Jersey and elsewhere, defendant

YUNG-HSUN LIN,
a/k/a "Andy Lin"

knowingly and willfully attempted to cause the transmission of a program, information, code, and command, and as a result of such conduct, intended to cause damage without authorization to a protected computer, that is, one which was used in interstate commerce and communication, and by such conduct, if completed, would have caused the modification and impairment, or potential modification and impairment, of the medical examination, diagnosis, treatment, and care of one or more individuals, contrary to Title 18, United States Code, Sections 1030(a)(5)(A)(i), 1030(a)(5)(B)(ii), and 1030(c)(4)(A).

In violation of Title 18, United States Code, Sections 1030(b) and 2.

A TRUE BILL

_____
FOREPERSON

_____
CHRISTOPHER J. CHRISTIE
United States Attorney