

1 TODD BLANCHE
 Deputy Attorney General
 2 BILAL A. ESSAYLI
 First Assistant United States Attorney
 3 IAN V. YANNIELLO
 Assistant United States Attorney
 4 Chief, National Security Division
 LAUREN RESTREPO (Cal. Bar No. 319873)
 5 Assistant United States Attorney
 National Security Division
 6 1500 United States Courthouse
 312 North Spring Street
 7 Los Angeles, California 90012
 Telephone: (213) 894-3825
 8 Email: lauren.restrepo@usdoj.gov

9 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
 12

13 UNITED STATES OF AMERICA,
 14 Plaintiff,
 15 v.
 16 AHMED HOSSAM ELDIN ELBADAWY, et
 al.
 17 Defendants.
 18

No. 24-CR-00595-JWH-5
PLEA AGREEMENT FOR DEFENDANT
TYLER ROBERT BUCHANAN

20 1. This constitutes the plea agreement between Tyler Robert
 21 Buchanan ("defendant") and the United States Attorney's Office for
 22 the Central District of California ("the USAO") in the above-
 23 captioned case. This agreement is limited to the USAO and cannot
 24 bind any other federal, state, local, or foreign prosecuting,
 25 enforcement, administrative, or regulatory authority.

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:
 28

1 a. At the earliest opportunity requested by the USAO and
2 provided by the Court, appear and plead guilty to counts one and
3 three of the first superseding indictment in United States v.
4 Elbadawy et al., CR No. 24-00595-JWH, which charge defendant with
5 Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C. § 1349,
6 and Aggravated Identity Theft, in violation of 18 U.S.C.
7 § 1028A(a)(1).

8 b. Not contest facts agreed to in this agreement.

9 c. Abide by all agreements regarding sentencing contained
10 in this agreement.

11 d. Appear for all court appearances, surrender as ordered
12 for service of sentence, obey all conditions of any bond, and obey
13 any other ongoing court order in this matter.

14 e. Not commit any crime; however, offenses that would be
15 excluded for sentencing purposes under United States Sentencing
16 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
17 within the scope of this agreement.

18 f. Be truthful at all times with the United States
19 Probation and Pretrial Services Office and the Court.

20 g. Pay the applicable special assessments at or before
21 the time of sentencing unless defendant has demonstrated a lack of
22 ability to pay such assessments.

23 h. Agree to and not oppose the imposition of the
24 following conditions of probation or supervised release:

25 i. Defendant shall be limited to maintaining no more
26 than one virtual currency wallet, and that one wallet shall be used
27 for all virtual currency transactions. Defendant shall not obtain or
28 open any virtual currency wallets/accounts without prior approval of

1 the Probation Officer. All virtual currency transactions, along with
2 any virtual currency wallet Extended Public Keys (XPUB), shall be
3 disclosed to the Probation Officer upon request. Defendant shall be
4 limited to only using and possessing open public blockchain virtual
5 currencies and restricted from using privacy-based blockchain virtual
6 currencies, unless prior approval is obtained from the Probation
7 Officer.

8 ii. Defendant shall possess and use only those
9 digital devices, screen usernames, email accounts, social media
10 accounts, messaging applications, and cloud storage accounts, as well
11 as any passwords or passcodes for all such digital devices and
12 accounts, that have been disclosed to the Probation Officer upon
13 commencement of supervision. Any new devices, accounts,
14 applications, passwords, or passcodes are to be disclosed to the
15 Probation Officer prior to the first use. A digital device is any
16 electronic system or device that can access, view, obtain, store, or
17 transmit digital data related to email accounts, financial accounts,
18 and social media accounts.

19 iii. All computers, computer-related devices, and
20 their peripheral equipment, used by defendant shall be subject to
21 search, seizure, and computer monitoring. This shall not apply to
22 items used at the employment site that are maintained and monitored
23 by the employer.

24 iv. Defendant shall comply with the rules and
25 regulations of the Computer Monitoring Program. Defendant shall pay
26 the cost of the Computer Monitoring Program unless defendant
27 demonstrates an inability to pay, as determined by the Probation
28 Officer.

1 v. Defendant shall comply with the Internal Revenue
2 Service's reporting requirements as they pertain to virtual
3 currencies and shall provide proof of having done so to the Probation
4 Officer.

5 vi. Defendant shall submit defendant's person,
6 property, house, residence, vehicle, papers, computers, cell phones,
7 other electronic communications or data storage devices or media,
8 email accounts, social media accounts, cloud storage accounts, or
9 other areas under the defendant's control, to a search conducted by a
10 United States Probation Officer or law enforcement officer. Failure
11 to submit to a search may be grounds for revocation. The defendant
12 shall warn any other occupants that the premises may be subject to
13 searches pursuant to this condition. Any search pursuant to this
14 condition will be conducted at a reasonable time and in a reasonable
15 manner upon reasonable suspicion that the defendant has violated a
16 condition of his supervision and that the areas to be searched
17 contain evidence of this violation.

18 THE USAO'S OBLIGATIONS

19 3. The USAO agrees to:

20 a. Not contest facts agreed to in this agreement.

21 b. Abide by all agreements regarding sentencing contained
22 in this agreement.

23 c. At the time of sentencing, move to dismiss the
24 remaining counts of the first superseding indictment as against
25 defendant. Defendant agrees, however, that at the time of sentencing
26 the Court may consider any dismissed charges in determining the
27 applicable Sentencing Guidelines range, the propriety and extent of
28 any departure from that range, and the sentence to be imposed.

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

7 e. Except for criminal tax violations (including
8 conspiracy to commit such violations chargeable under 18 U.S.C.
9 § 371), not further criminally prosecute defendant for additional
10 violations of 18 U.S.C. § 1349, 18 U.S.C. § 1028A, 18 U.S.C. § 371,
11 and 18 U.S.C. § 1030, arising out of evidence obtained by the Federal
12 Bureau of Investigation during searches of an ASUS Laptop and an
13 iPhone 14 Pro that were seized from defendant by Spanish authorities
14 in May 2024 and obtained by the FBI in April 2025. Defendant
15 understands that the USAO is free to criminally prosecute defendant
16 for any other unlawful past conduct or any unlawful conduct that
17 occurs after the date of this agreement. Defendant agrees that at
18 the time of sentencing the Court may consider the uncharged conduct
19 in determining the applicable Sentencing Guidelines range, the
20 propriety and extent of any departure from that range, and the
21 sentence to be imposed after consideration of the Sentencing
22 Guidelines and all other relevant factors under 18 U.S.C. § 3553(a).

23 NATURE OF THE OFFENSES

24 4. Defendant understands that for defendant to be guilty of
25 the crime charged in count one of the first superseding indictment,
26 that is, Conspiracy to Commit Wire Fraud, in violation of 18 U.S.C.
27 § 1349, the following must be true: (1) there was an agreement
28 between two or more persons to commit Wire Fraud, in violation of 18

1 U.S.C. § 1343; (2) defendant joined in the conspiracy knowing of its
2 object and intending to help accomplish it. The elements of the
3 object of the conspiracy charged in count one, that is, wire fraud,
4 in violation of 18 U.S.C. § 1343, are as follows: (1) defendant
5 knowingly participated in a scheme or plan to defraud, or a scheme or
6 plan for obtaining money or property by means of false or fraudulent
7 pretenses, representations, or promises; (2) the statements made as
8 part of the scheme were material; that is, they had a natural
9 tendency to influence, or were capable of influencing, a person to
10 part with money or property and they concerned the nature of the
11 bargain itself; (3) defendant acted with the intent to defraud, that
12 is, the intent to deceive and cheat; and (4) defendant used, or
13 caused to be used, an interstate wire communication to carry out or
14 attempt to carry out an essential part of the scheme.

15 5. Defendant understands that for defendant to be guilty of
16 the crime charged in count three of the first superseding indictment,
17 that is, Aggravated Identity Theft, in violation of 18 U.S.C.
18 § 1028A(a)(1), the following must be true: (1) defendant knowingly
19 transferred, possessed, or used without legal authority a means of
20 identification of another person; (2) defendant knew that the means
21 of identification belonged to a real person; (3) defendant did so
22 during and in relation to wire fraud conspiracy, in violation of 18
23 U.S.C. § 1349.

24 PENALTIES AND RESTITUTION

25 6. Defendant understands that the statutory maximum sentence
26 that the Court can impose for a violation of 18 U.S.C. § 1349, is:
27 is: 20 years' imprisonment; a 3-year period of supervised release; a
28 fine of \$250,000 or twice the gross gain or gross loss resulting from

1 the offense, whichever is greatest; and a mandatory special
2 assessment of \$100.

3 7. Defendant understands that the statutory maximum sentence
4 that the Court can impose for a violation of 18 U.S.C. § 1028A(a)(1),
5 is: 2 years' imprisonment; a 1-year period of supervised release; a
6 fine of \$250,000 or twice the gross gain or gross loss resulting from
7 the offense, whichever is greatest; and a mandatory special
8 assessment of \$100.

9 8. Defendant understands, therefore, that the total maximum
10 sentence for all offenses to which defendant is pleading guilty is:
11 22 years' imprisonment; a 3-year period of supervised release; a fine
12 of \$500,000 or twice the gross gain or gross loss resulting from the
13 offenses, whichever is greatest; and a mandatory special assessment
14 of \$200.

15 9. Defendant understands that the statutory mandatory minimum
16 sentence that the Court must impose for a violation of 18 U.S.C.
17 § 1028A(a)(1), as charged in count three of the first superseding
18 indictment, is a 2-year term of imprisonment, which must run
19 consecutive to any other sentence of imprisonment, and a mandatory
20 special assessment of \$100.

21 10. Defendant understands that defendant will be required to
22 pay full restitution to the victims of the offenses to which
23 defendant is pleading guilty. Defendant agrees that, in return for
24 the USAO's compliance with its obligations under this agreement, the
25 Court may order restitution to persons other than the victims of the
26 offenses to which defendant is pleading guilty and in amounts greater
27 than those alleged in the counts to which defendant is pleading
28 guilty. In particular, defendant agrees that the Court may order

1 restitution to any victim of any of the following for any losses
2 suffered by that victim as a result: (a) any relevant conduct, as
3 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which
4 defendant is pleading guilty; and (b) any count dismissed pursuant to
5 this agreement as well as all relevant conduct, as defined in
6 U.S.S.G. § 1B1.3, in connection with those counts. The parties
7 currently believe that the applicable amount of restitution is
8 approximately \$8,005,914.45 but recognize and agree that this amount
9 could change based on facts that come to the attention of the parties
10 prior to sentencing.

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

20 12. Defendant understands that, by pleading guilty, defendant
21 may be giving up valuable government benefits and valuable civic
22 rights, such as the right to vote, the right to possess a firearm,
23 the right to hold office, and the right to serve on a jury.
24 Defendant understands that he is pleading guilty to a felony and that
25 it is a federal crime for a convicted felon to possess a firearm or
26 ammunition. Defendant understands that the convictions in this case
27 may also subject defendant to various other collateral consequences,
28 including but not limited to revocation of probation, parole, or

1 supervised release in another case and suspension or revocation of a
2 professional license. Defendant understands that unanticipated
3 collateral consequences will not serve as grounds to withdraw
4 defendant's guilty pleas.

5 13. Defendant understands that, if defendant is not a United
6 States citizen, the felony convictions in this case may subject
7 defendant to: removal, also known as deportation, which may, under
8 some circumstances, be mandatory; denial of citizenship; and denial
9 of admission to the United States in the future. The Court cannot,
10 and defendant's attorney also may not be able to, advise defendant
11 fully regarding the immigration consequences of the felony
12 convictions in this case. Defendant understands that unexpected
13 immigration consequences will not serve as grounds to withdraw
14 defendant's guilty pleas.

15 FACTUAL BASIS

16 14. Defendant admits that defendant is, in fact, guilty of the
17 offenses to which defendant is agreeing to plead guilty. Defendant
18 and the USAO agree to the statement of facts provided below and agree
19 that this statement of facts is sufficient to support pleas of guilty
20 to the charges described in this agreement and to establish the
21 Sentencing Guidelines factors set forth in paragraph 16 below but is
22 not meant to be a complete recitation of all facts relevant to the
23 underlying criminal conduct or all facts known to either party that
24 relate to that conduct.

25 From approximately September 2021 through April 2023, within the
26 Central District of California, and elsewhere, defendant, along with
27 codefendants Ahmed Hossam Eldin Elbadawy, Noah Michael Urban, Evans
28 Onyeaka Osiebo, Joel Martin Evans, and others, knowingly and

1 intentionally conspired with each other to conduct cyber intrusions
2 and virtual currency thefts. The victims and intended victims
3 included interactive entertainment companies, telecommunications
4 companies, technology companies, business process outsourcing (BPO)
5 and information technology (IT) suppliers, cloud communications
6 providers, virtual currency companies, and individuals. Defendant,
7 along with codefendants Elbadawy, Osiebo, and Urban, defrauded
8 numerous companies and their employees, including Victim Companies 1
9 through 12, as well as individual victims around the United States,
10 including in the Central District of California.

11 As part of the scheme, defendant, along with codefendants
12 Elbadawy, Osiebo, and Urban would conduct SMS phishing attacks by
13 sending hundreds of SMS phishing messages to the mobile telephones of
14 Victim Company employees that purported to be from the Victim Company
15 or a contracted IT or BPO supplier for the Victim Company. The SMS
16 phishing messages would contain links to phishing websites designed
17 to look like legitimate websites of a Victim Company, or a contracted
18 IT or BPO supplier, and lure the recipient into providing
19 confidential information, including personal identifying information
20 and account usernames and passwords.

21 Defendant, along with codefendants Elbadawy, Osiebo, and Urban,
22 would then use credentials stolen through SMS phishing to access the
23 accounts of Victim Company employees and the computer systems of
24 Victim Companies in order to steal confidential company information,
25 including confidential work product, intellectual property, and
26 personal identifying information, such as account access credentials,
27 names, email addresses, and telephone numbers.

28

1 As part of the conspiracy, codefendant Evans created software --
2 specifically, a phishing kit -- that captured login credentials
3 entered into the fraudulent phishing websites by Victim Company
4 employees and transmitted the fraudulently obtained login credentials
5 to an online Telegram channel to which defendant and codefendant
6 Evans were the administrators. On April 12, 2023, on digital devices
7 found at defendant's residence in Scotland, defendant possessed files
8 related to numerous Victim Companies.

9 Defendant, along with codefendants Elbadawy, Osiebo, and Urban,
10 then used information obtained from company intrusions to identify
11 and gain access to virtual currency accounts and wallets belonging to
12 individual victims in order to steal virtual currency worth millions
13 of dollars. In order to gain access to individual victims' virtual
14 currency wallets and accounts, and bypass two factor authentication
15 security features, defendant, along with codefendants Elbadawy,
16 Osiebo, and Urban, would gain unauthorized access to various online
17 accounts of victims and conduct SIM swaps of individual victims'
18 mobile telephone numbers to devices that the conspirators controlled.
19 On April 12, 2023, on a digital device found in defendant's residence
20 in Scotland, defendant possessed the names and addresses of numerous
21 Individual Victims, including a text file that contained seed phrases
22 and login information for one victim's account.

23 Defendant admits the allegations contained in the first
24 superseding indictment are true and accurate, and that the scheme
25 involved the theft of at least \$8 million worth of virtual currency
26 assets from individual victims located throughout the United States.

SENTENCING FACTORS

15. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate between the mandatory minimum and the maximum set by statute for the crimes of conviction.

16. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	7	U.S.S.G. § 2B1.1(a)(1)
Loss Between More Than \$3.5 Million and More Than \$9.5 million	+18	U.S.S.G. § 2B1.1(b)(1)(J)
	to +20	U.S.S.G. § 2B1.1(b)(1)(K)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. In regards to the loss amount under U.S.S.G. § 2B1.1(b)(1), defendant reserves the right to argue that the loss amount is between \$3.5 million and \$9.5 million and that a +18 enhancement applies under U.S.S.G. § 2B1.1(b)(1)(J), and the USAO reserves to the right to argue that the loss amount is between \$9.5 million and \$25 million and a +20 enhancement applies under U.S.S.G. § 2B1.1(b)(1)(K).

1 17. Defendant understands that the Court must sentence
2 defendant to a term of two years' imprisonment on count three, which
3 must run consecutive to any term of imprisonment imposed for count
4 one.

5 18. Defendant understands that there is no agreement as to
6 defendant's criminal history or criminal history category.

7 19. Defendant and the USAO reserve the right to argue for a
8 sentence outside the sentencing range established by the Sentencing
9 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
10 (a)(2), (a)(3), (a)(6), and (a)(7).

11 WAIVER OF CONSTITUTIONAL RIGHTS

12 20. Defendant understands that by pleading guilty, defendant
13 gives up the following rights:

14 a. The right to persist in a plea of not guilty.

15 b. The right to a speedy and public trial by jury.

16 c. The right to be represented by counsel - and if
17 necessary have the Court appoint counsel - at trial. Defendant
18 understands, however, that, defendant retains the right to be
19 represented by counsel - and if necessary have the Court appoint
20 counsel - at every other stage of the proceeding.

21 d. The right to be presumed innocent and to have the
22 burden of proof placed on the government to prove defendant guilty
23 beyond a reasonable doubt.

24 e. The right to confront and cross-examine witnesses
25 against defendant.

26 f. The right to testify and to present evidence in
27 opposition to the charges, including the right to compel the
28 attendance of witnesses to testify.

1 g. The right not to be compelled to testify, and, if
2 defendant chose not to testify or present evidence, to have that
3 choice not be used against defendant.

4 h. Any and all rights to pursue any affirmative defenses,
5 Fourth Amendment or Fifth Amendment claims, and other pretrial
6 motions that have been filed or could be filed.

7 WAIVER OF RETURN OF DIGITAL DATA

8 21. Understanding that the government has in its possession
9 digital devices and/or digital media seized from defendant, defendant
10 waives any right to the return of digital data contained on those
11 digital devices and/or digital media and agrees that if any of these
12 digital devices and/or digital media are returned to defendant, the
13 government may delete all digital data from those digital devices
14 and/or digital media before they are returned to defendant.

15 WAIVER OF APPEAL OF CONVICTION

16 22. Defendant understands that, with the exception of an appeal
17 based on a claim that defendant's guilty pleas were involuntary, by
18 pleading guilty defendant is waiving and giving up any right to
19 appeal defendant's convictions on the offenses to which defendant is
20 pleading guilty. Defendant understands that this waiver includes,
21 but is not limited to, arguments that the statutes to which defendant
22 is pleading guilty are unconstitutional, and any and all claims that
23 the statement of facts provided herein is insufficient to support
24 defendant's pleas of guilty.

25 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26 23. Defendant agrees that, provided the Court, before
27 imposition of the mandatory consecutive sentence of two years'
28 imprisonment on count three, imposes a term of imprisonment within or

1 below the range corresponding to an offense level of 28 and the
2 criminal history category calculated by the Court, defendant gives up
3 the right to appeal all of the following: (a) the procedures and
4 calculations used to determine and impose any portion of the
5 sentence; (b) the term of imprisonment imposed by the Court; (c) the
6 fine imposed by the Court, provided it is within the statutory
7 maximum; (d) to the extent permitted by law, the constitutionality or
8 legality of defendant's sentence, provided it is within the statutory
9 maximum; (e) the amount and terms of any restitution order, provided
10 it requires payment of no more than \$8,005,914.45; (f) the term of
11 probation or supervised release imposed by the Court, provided it is
12 within the statutory maximum; and (g) any of the following conditions
13 of probation or supervised release imposed by the Court: the
14 conditions set forth in Second Amended General Order 20-04 of this
15 Court; the drug testing conditions mandated by 18 U.S.C.
16 §§ 3563(a)(5) and 3583(d); the alcohol and drug use conditions
17 authorized by 18 U.S.C. § 3563(b)(7); and any conditions of probation
18 or supervised release agreed to by defendant in paragraph 2(h).

19 24. Defendant also gives up any right to bring a post-
20 conviction collateral attack on the convictions or sentence,
21 including any order of restitution, except a post-conviction
22 collateral attack based on a claim of ineffective assistance of
23 counsel, a claim of newly discovered evidence, or an explicitly
24 retroactive change in the applicable Sentencing Guidelines,
25 sentencing statutes, or statutes of conviction. Defendant
26 understands that this waiver includes, but is not limited to,
27 arguments that the statutes to which defendant is pleading guilty are
28 unconstitutional, and any and all claims that the statement of facts

1 provided herein is insufficient to support defendant's pleas of
2 guilty.

3 25. The USAO agrees that, provided (a) all portions of the
4 sentence are at or above the statutory minimum and at or below the
5 statutory maximum specified above and (b) before imposition of the
6 mandatory consecutive sentence of two years' imprisonment on count
7 three the Court imposes a term of imprisonment within or above the
8 range corresponding to an offense level of 28 and the criminal
9 history category calculated by the Court, the USAO gives up its right
10 to appeal any portion of the sentence, with the exception that the
11 USAO reserves the right to appeal the following: the amount of
12 restitution ordered if that amount is less than \$8,005,914.45.

13 WAIVER OF RIGHTS CONCERNING PLEA COLLOQUY AND FACTUAL BASIS

14 26. Defendant agrees that: (i) any statements made by
15 defendant, under oath, at the guilty plea hearing; (ii) the agreed to
16 factual basis statement in this agreement; and (iii) any evidence
17 derived from such statements, shall be admissible against defendant
18 in any action against defendant, and defendant waives and gives up
19 any claim under the United States Constitution, any statute, Rule 410
20 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
21 Criminal Procedure, or any other federal rule, that the statements or
22 any evidence derived from the statements should be suppressed or are
23 inadmissible.

24 27. Defendant further agrees that this paragraph of the
25 agreement is severable. Thus, defendant's waivers are binding and
26 effective even if, subsequent to defendant's signing this agreement,
27 defendant declines to plead guilty, the Court declines to accept his
28 guilty plea, or, if this agreement is of the type described in

1 Federal Rule of Criminal Procedure 11(c)(1)(A) or (c)(1)(C), the
2 Court rejects this agreement. Defendant also agrees that his waivers
3 are binding and effective even if some other portion of this
4 agreement is found to be invalid by this Court or the Ninth Circuit.

5 RESULT OF WITHDRAWAL OF GUILTY PLEA

6 28. Defendant agrees that if, after entering guilty pleas
7 pursuant to this agreement, defendant seeks to withdraw and succeeds
8 in withdrawing his guilty pleas on any basis other than a claim and
9 finding that entry into this plea agreement was involuntary, then (a)
10 the USAO will be relieved of all of its obligations under this
11 agreement; and (b) should the USAO choose to pursue any charge that
12 was either dismissed or not filed as a result of this agreement, then
13 (i) any applicable statute of limitations will be tolled between the
14 date of defendant's signing of this agreement and the filing
15 commencing any such action; and (ii) defendant waives and gives up
16 all defenses based on the statute of limitations, any claim of pre-
17 indictment delay, or any speedy trial claim with respect to any such
18 action, except to the extent that such defenses existed as of the
19 date of defendant's signing this agreement.

20 RESULT OF VACATUR, REVERSAL OR SET ASIDE

21 29. Defendant agrees that if any count of conviction is
22 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
23 resentence defendant on any remaining count of conviction, with both
24 the USAO and defendant being released from any stipulations regarding
25 sentencing contained in this agreement, (b) ask the Court to void the
26 entire plea agreement and vacate defendant's guilty plea on any
27 remaining count of conviction, with both the USAO and defendant being
28 released from all their obligations under this agreement, or

1 (c) leave defendant's remaining conviction, sentence, and plea
2 agreement intact. Defendant agrees that the choice among these three
3 options rests in the exclusive discretion of the USAO.

4 EFFECTIVE DATE OF AGREEMENT

5 30. This agreement is effective upon signature and execution of
6 all required certifications by defendant, defendant's counsel, and an
7 Assistant United States Attorney.

8 BREACH OF AGREEMENT

9 31. Defendant agrees that if defendant, at any time after the
10 signature of this agreement and execution of all required
11 certifications by defendant, defendant's counsel, and an Assistant
12 United States Attorney, knowingly violates or fails to perform any of
13 defendant's obligations under this agreement ("a breach"), the USAO
14 may declare this agreement breached. All of defendant's obligations
15 are material, a single breach of this agreement is sufficient for the
16 USAO to declare a breach, and defendant shall not be deemed to have
17 cured a breach without the express agreement of the USAO in writing.
18 If the USAO declares this agreement breached, and the Court finds
19 such a breach to have occurred, then: (a) if defendant has previously
20 entered a guilty plea pursuant to this agreement, defendant will not
21 be able to withdraw the guilty plea, and (b) the USAO will be
22 relieved of all its obligations under this agreement.

23 32. Following the Court's finding of a knowing breach of this
24 agreement by defendant, should the USAO choose to pursue any charge
25 that was either dismissed or not filed as a result of this agreement,
26 then:
27
28

1 a. Defendant agrees that any applicable statute of
2 limitations is tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on
5 the statute of limitations, any claim of pre-indictment delay, or any
6 speedy trial claim with respect to any such action, except to the
7 extent that such defenses existed as of the date of defendant's
8 signing this agreement.

9 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

10 OFFICE NOT PARTIES

11 33. Defendant understands that the Court and the United States
12 Probation and Pretrial Services Office are not parties to this
13 agreement and need not accept any of the USAO's sentencing
14 recommendations or the parties' agreements to facts or sentencing
15 factors.

16 34. Defendant understands that both defendant and the USAO are
17 free to: (a) supplement the facts by supplying relevant information
18 to the United States Probation and Pretrial Services Office and the
19 Court, (b) correct any and all factual misstatements relating to the
20 Court's Sentencing Guidelines calculations and determination of
21 sentence, and (c) argue on appeal and collateral review that the
22 Court's Sentencing Guidelines calculations and the sentence it
23 chooses to impose are not error, although each party agrees to
24 maintain its view that the calculations in paragraph 16 are
25 consistent with the facts of this case. While this paragraph permits
26 both the USAO and defendant to submit full and complete factual
27 information to the United States Probation and Pretrial Services
28 Office and the Court, even if that factual information may be viewed

1 as inconsistent with the facts agreed to in this agreement, this
2 paragraph does not affect defendant's and the USAO's obligations not
3 to contest the facts agreed to in this agreement.

4 35. Defendant understands that even if the Court ignores any
5 sentencing recommendation, finds facts or reaches conclusions
6 different from those agreed to, and/or imposes any sentence up to the
7 maximum established by statute, defendant cannot, for that reason,
8 withdraw defendant's guilty pleas, and defendant will remain bound to
9 fulfill all defendant's obligations under this agreement. Defendant
10 understands that no one -- not the prosecutor, defendant's attorney,
11 or the Court -- can make a binding prediction or promise regarding
12 the sentence defendant will receive, except that it will be between
13 the statutory mandatory minimum and the statutory maximum.

14 NO ADDITIONAL AGREEMENTS

15 36. Defendant understands that, except as set forth herein,
16 there are no promises, understandings, or agreements between the USAO
17 and defendant or defendant's attorney, and that no additional
18 promise, understanding, or agreement may be entered into unless in a
19 writing signed by all parties or on the record in court.

20 //

21 //

22

23

24

25

26

27

28

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

37. The parties agree 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.

AGREED AND ACCEPTED

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

TODD BLANCHE
Deputy Attorney General

BILAL A. ESSAYLI
First Assistant United States Attorney



LAUREN RESTREPO
Assistant United States Attorney

3/16/2026

Date



TYLER ROBERT BUCHANAN
Defendant

3/10/26

Date



SARA AZARI, ESQ.
VICTIM SHERMAN, ESQ.
Attorneys for Defendant TYLER ROBERT
BUCHANAN

3/10/26

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



TYLER ROBERT BUCHANAN
Defendant

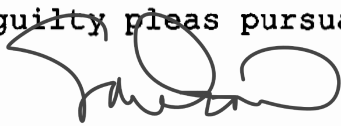
3/10/26

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am TYLER ROBERT BUCHANAN's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines

1 provisions, and of the consequences of entering into this agreement.
2 To my knowledge: no promises, inducements, or representations of any
3 kind have been made to my client other than those contained in this
4 agreement; no one has threatened or forced my client in any way to
5 enter into this agreement; my client's decision to enter into this
6 agreement is an informed and voluntary one; and the factual basis set
7 forth in this agreement is sufficient to support my client's entry of
8 guilty pleas pursuant to this agreement.



March 13, 2026

10 SARA AZARI, ESQ.
11 VICTOR SHERMAN, ESQ.
12 Attorneys for Defendant TYLER
13 ROBERT BUCHANAN

Date