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Attorneys for Plaintiff
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 CHANCE BRANNON,
TIBET ERGUL, and
16 XAVIER BATTEN,

17 Defendants.

No. CR 8:23-100(B)-CJC-2

PLEA AGREEMENT FOR DEFENDANT
TIBET ERGUL

18
19 1. This constitutes the plea agreement between Tibet Ergul
20 ("defendant") and the United States Attorney's Office for the Central
21 District of California (the "USAO") in the above-captioned case.
22 This agreement is limited to the USAO and cannot bind any other
23 federal, state, local, or foreign prosecuting, enforcement,
24 administrative, or regulatory authorities.

25 RULE 11(c)(1)(C) AGREEMENT

26 2. Defendant understands that this agreement is entered into
27 pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C).
28 Accordingly, defendant understands that, if the Court determines

1 that it will not accept this agreement, absent a breach of this
2 agreement by defendant prior to that determination and whether or not
3 defendant elects to withdraw any guilty pleas entered pursuant to
4 this agreement, this agreement will, with the exception of paragraph
5 23 below, be rendered null and void and both defendant and the USAO
6 will be relieved of their obligations under this agreement.

7 Defendant agrees, however, that if defendant breaches this agreement
8 prior to the Court's determination whether or not to accept this
9 agreement, the breach provisions of this agreement, paragraphs 26 and
10 27 below, will control, with the result that defendant will not be
11 able to withdraw any guilty pleas entered pursuant to this agreement,
12 the USAO will be relieved of all of its obligations under this
13 agreement, and the Court's failure to follow any recommendation or
14 request regarding sentence set forth in this agreement will not
15 provide a basis for defendant to withdraw defendant's guilty pleas.

16 DEFENDANT'S OBLIGATIONS

17 3. Defendant agrees to:

18 a. At the earliest opportunity requested by the USAO and
19 provided by the Court, appear and plead guilty to both counts of a
20 superseding information in the form attached to this agreement as
21 Exhibit A or a substantially similar form, which charges defendant
22 with conspiracy to damage an energy facility in violation of 18
23 U.S.C. § 1366(a) and intentional damage to a reproductive health
24 services facility in violation of 18 U.S.C. § 248(a)(3).

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

26 c. Abide by all agreements regarding sentencing contained
27 in this agreement and affirmatively recommend to the Court that it
28 impose sentence in accordance with paragraph 17 of this agreement.

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

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

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

10 g. Pay the applicable special assessments at or before
11 the time of sentencing unless defendant has demonstrated a lack of
12 ability to pay such assessments.

13 h. Defendant agrees that any and all criminal debt
14 ordered by the Court will be due in full and immediately. The
15 government is not precluded from pursuing, in excess of any payment
16 schedule set by the Court, any and all available remedies by which to
17 satisfy defendant's payment of the full financial obligation,
18 including referral to the Treasury Offset Program.

19 i. Complete the Financial Disclosure Statement on a form
20 provided by the USAO and, within 30 days of defendant's entry of a
21 guilty plea, deliver the signed and dated statement, along with all
22 of the documents requested therein, to the USAO by either email at
23 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
24 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
25 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
26 criminal debt shall be assessed based on the completed Financial
27 Disclosure Statement and all required supporting documents, as well
28 as other relevant information relating to ability to pay.

1 j. Authorize the USAO to obtain a credit report upon
2 returning a signed copy of this plea agreement.

3 k. Consent to the USAO inspecting and copying all of
4 defendant's financial documents and financial information held by the
5 United States Probation and Pretrial Services Office.

6 l. The imposition of the following conditions of
7 probation or supervised release:

8 i. The defendant shall submit defendant's person and
9 any property under defendant's control, including any residence,
10 vehicle, papers, computer and other electronic communication or data
11 storage devices and media, and effects, to suspicion-less search and
12 seizure at any time of the day or night by any law enforcement or
13 probation officer, with or without a warrant, and with or without
14 cause; and if stopped or questioned by a law enforcement officer for
15 any reason, defendant shall notify that officer that defendant is on
16 federal supervised release and subject to search.

17 ii. The defendant shall not knowingly contact or
18 visit any Planned Parenthood or other reproductive healthcare
19 facility, or any employees, staff, or patients thereof, without prior
20 written approval from the United States Probation Office.

21 THE USAO'S OBLIGATIONS

22 4. The USAO agrees to:

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

24 b. Abide by all agreements regarding sentencing contained
25 in this agreement and affirmatively recommend to the Court that it
26 impose sentence in accordance with paragraph 17 of this agreement.

27 c. At the time of sentencing, move to dismiss the
28 underlying indictment as against defendant. Defendant agrees,

1 however, that at the time of sentencing the Court may consider any
2 dismissed charges in determining the applicable Sentencing Guidelines
3 range, the propriety and extent of any departure from that range, and
4 the sentence to be imposed.

5 d. Not further criminally prosecute defendant for
6 violations of 26 U.S.C. § 5861 arising out of defendant's conduct
7 described in the agreed-to factual basis set forth in paragraph 14
8 below.

9 NATURE OF THE OFFENSES

10 5. Defendant understands that for defendant to be guilty of
11 the crime charged in count one, that is, conspiracy to damage an
12 energy facility, in violation of Title 18, United States Code,
13 Section 1366(a), the following must be true:

14 a. There was an agreement between two or more persons to
15 knowingly and willfully damage the property of an energy facility;
16 and to cause significant interruption to or impairment of a function
17 of the facility;

18 b. Defendant joined the agreement knowing of its object
19 and intending to help accomplish it.

20 An "energy facility" means a facility that is involved in the
21 production, storage, transmission, or distribution of electricity,
22 fuel, or another form or source of energy, or research, development,
23 or demonstrations facilities relating thereto, regardless of whether
24 such facility is still under construction or is otherwise not
25 functioning, except a facility subject to the jurisdiction,
26 administration, or in the custody of the Nuclear Regulatory
27 Commission or an interstate gas pipeline facility as defined in
28 Section 60101 of Title 49.

1 6. Defendant understands that for defendant to be guilty of
2 the crime charged in count two, that is, intentional damage to a
3 reproductive health services facility, in violation of Title 18,
4 United States Code, Section 248(a)(3), the following must be true:

5 a. Defendant intentionally damaged or destroyed the
6 property of a facility;

7 b. The facility provided reproductive health services;
8 and

9 c. Defendant acted because the facility provided
10 reproductive health services.

11 Reproductive health services means reproductive health services
12 provided in a hospital, clinic, physician's office, or other
13 facility, and includes medical, surgical, counselling, or referral
14 services relating to the human reproductive system, including
15 services relating to pregnancy or the termination of a pregnancy.

16 PENALTIES AND RESTITUTION

17 7. Defendant understands that the statutory maximum sentence
18 that the Court can impose for a violation of Title 18, United States
19 Code, Section 1366(a), is: 20 years' imprisonment; a three-year
20 period of supervised release; a fine of \$250,000 or twice the gross
21 gain or gross loss resulting from the offense, whichever is greatest;
22 and a mandatory special assessment of \$100.

23 8. Defendant understands that the statutory maximum sentence
24 that the Court can impose for a violation of Title 18, United States
25 Code, Section 248(a)(3), is: 12 months' imprisonment, a one-year
26 period of supervised release; a fine of \$100,000, or twice the gross
27 gain or gross loss resulting from the offense, whichever is greatest;
28 and a mandatory special assessment of \$25.

1 9. Defendant understands, therefore, that the total maximum
2 sentence for all offenses to which defendant is pleading guilty is:
3 21 years' imprisonment; a three-year period of supervised release; a
4 fine of \$350,000, or twice the gross gain or gross loss resulting
5 from the offenses, whichever is greatest; and a mandatory special
6 assessment of \$125.

7 10. Defendant understands that defendant will be required to
8 pay full restitution to the victims of the offenses to which
9 defendant is pleading guilty. Defendant agrees that, in return for
10 the USAO's compliance with its obligations under this agreement, the
11 Court may order restitution to persons other than the victims of the
12 offenses to which defendant is pleading guilty and in amounts greater
13 than those alleged in the counts to which defendant is pleading
14 guilty. In particular, defendant agrees that the Court may order
15 restitution to any victim of any of the following for any losses
16 suffered by that victim as a result of any relevant conduct, as
17 defined in U.S.S.G. § 1B1.3, in connection with the offenses to which
18 defendant is pleading guilty. The parties currently believe that the
19 applicable amount of restitution is approximately \$1,000 but
20 recognize and agree that this amount could change based on facts that
21 come to the attention of the parties prior to sentencing.

22 11. Defendant understands that supervised release is a period
23 of time following imprisonment during which defendant will be subject
24 to various restrictions and requirements. Defendant understands that
25 if defendant violates one or more of the conditions of any supervised
26 release imposed, defendant may be returned to prison for all or part
27 of the term of supervised release authorized by statute for the
28 offense that resulted in the term of supervised release, which could

1 result in defendant serving a total term of imprisonment greater than
2 the statutory maximum stated above.

3 12. Defendant understands that, by pleading guilty, defendant
4 may be giving up valuable government benefits and valuable civic
5 rights, such as the right to vote, the right to possess a firearm,
6 the right to hold office, and the right to serve on a jury.

7 Defendant understands that he is pleading guilty to a felony and that
8 it is a federal crime for a convicted felon to possess a firearm or
9 ammunition. Defendant understands that the convictions in this case
10 may also subject defendant to various other collateral consequences,
11 including but not limited to revocation of probation, parole, or
12 supervised release in another case and suspension or revocation of a
13 professional license. Defendant understands that unanticipated
14 collateral consequences will not serve as grounds to withdraw
15 defendant's guilty pleas.

16 13. Defendant understands that, if defendant is not a United
17 States citizen, the felony conviction in this case may subject
18 defendant to: removal, also known as deportation, which may, under
19 some circumstances, be mandatory; denial of citizenship; and denial
20 of admission to the United States in the future. The Court cannot,
21 and defendant's attorney also may not be able to, advise defendant
22 fully regarding the immigration consequences of the felony conviction
23 in this case. Defendant understands that unexpected immigration
24 consequences will not serve as grounds to withdraw defendant's guilty
25 pleas.

26 FACTUAL BASIS

27 14. Defendant admits that defendant is, in fact, guilty of the
28 offenses to which defendant is agreeing to plead guilty. Defendant

1 and the USAO agree to the statement of facts provided below and agree
2 that this statement of facts is sufficient to support pleas of guilty
3 to the charges described in this agreement and to establish the
4 Sentencing Guidelines factors set forth in paragraph 16 below but is
5 not meant to be a complete recitation of all facts relevant to the
6 underlying criminal conduct or all facts known to either party that
7 relate to that conduct.

8 Beginning around February 2022, and continuing through at least
9 March 13, 2022, within Orange County and elsewhere, defendant agreed
10 and conspired with his co-defendant, Chance Brannon ("Brannon"), to
11 use an explosive and destructive device, namely, a Molotov cocktail,
12 to damage a commercial property used in an activity affecting
13 interstate commerce. Defendant became a member of the conspiracy
14 knowing its objective and intending to help accomplish that
15 objective. Ultimately, they targeted a Planned Parenthood, a clinic
16 open to the public which provides reproductive health services,
17 including services related to pregnancies and the termination of
18 pregnancies, such as abortions. Defendant and Brannon targeted
19 Planned Parenthood because it provided reproductive health services
20 and because they wanted to make a statement against abortion, scare
21 pregnant women away from obtaining abortions, deter doctors, staff,
22 and employees of the clinic from providing abortions, intimidate and
23 interfere with the patients of the clinic, and encourage others to
24 engage in similar acts of protest.

25 On or about March 12, 2022, in defendant's garage in Orange
26 County, California, defendant and Brannon put together a Molotov
27 cocktail, which they knew was a destructive device. Neither
28

1 defendant nor Brannon registered the Molotov cocktail with the
2 National Firearms Registration and Transfer record.

3 In the early morning of March 13, 2022, disguised in dark
4 clothing, hoods, masks, and gloves, defendant and Brannon drove to
5 the vicinity of a Planned Parenthood in Orange County, California.
6 Defendant and Brannon approached the entrance of the Planned
7 Parenthood, ignited the Molotov cocktail, and threw it at the clinic
8 entrance, intentionally starting a fire. Defendant and Brannon then
9 fled. Defendant and Brannon intentionally and successfully damaged
10 the clinic, which was forced to close temporarily and reschedule
11 approximately 30 patients' appointments. The day after he and
12 Brannon started the fire, defendant bragged to an acquaintance about
13 having started the fire and noted that he wished he "could've
14 recorded the combustion."

15 In June 2022, following the Supreme Court's decision in Dobbs v.
16 Jackson Women's Health Organization, in which the Court overturned
17 Roe v. Wade, defendant and Brannon planned to use a second Molotov
18 cocktail, which they kept in a backpack in defendant's garage and did
19 not register with the National Firearms Registration and Transfer
20 record, to damage a second Planned Parenthood clinic. Defendant and
21 Brannon did not follow through with their plan because they saw law
22 enforcement near the clinic they planned to target. Defendant knew
23 that the second Molotov cocktail he possessed in his garage was a
24 destructive device.

25 Beginning sometime in 2022 and continuing through approximately
26 the time of their arrest, within Orange County, defendant conspired
27 and agreed with others, including Brannon, to knowingly and willfully
28 damage the property of an energy facility, namely, a Southern

1 California Edison electrical substation, and to cause significant
2 interruption to and impairment of the facility's functioning.
3 Defendant joined the agreement knowing its objectives and intending
4 to help accomplish them. Specifically, defendant and his
5 coconspirators wanted to attack and debilitate Orange County's power
6 grid. Defendant and his coconspirators planned to do so using either
7 firearms or the Molotov cocktail defendant possessed in his garage.
8 Defendant and Brannon consulted with an associate about surveillance,
9 drone operations, and firearms.

10 In March 2023, defendant messaged an associate to say that he
11 had found a substation to target in Orange, California, which had a
12 "fence area [] nearby enough to a switch." Defendant also sent
13 Brannon aerial photographs of the substation, suggested "go[ing]
14 there at 3am one day" to do a "drive thru" and either climbing on the
15 roof of a nearby building or throwing the Molotov cocktail "across
16 the fence" to reach a "critical portion" of the substation.

17 At one point, defendant wrote Brannon a letter in which he
18 stated: "The rifle is in a box in my room waiting to be used in the
19 upcoming race war. . . VOTING DOESN'T CHANGE ANYTHING. IF IT DID, IT
20 WOULD BE ILLEGAL." Defendant further wrote "Every single day spent
21 alongside these godforsaken 2 party fags make me hate American
22 politics more. I have an unbelievable desire to murder journalists
23 and politicians as soon as some chaotic event begins."

24 Throughout the early summer of 2023, defendant and Brannon also
25 discussed and researched how to attack the parking lot or electrical
26 room of Dodger Stadium on a night celebrating LGBTQ pride, including
27 by using a remote-detonated device. As part of those conversations,
28 Brannon shared a "WW2 sabotage manual" with defendant and the two

1 discussed doing "dry runs" to "case" the stadium. Defendant and
 2 Brannon were arrested two days before the "Pride Night" at Dodger
 3 Stadium.

4 SENTENCING FACTORS AND AGREED-UPON SENTENCE

5 15. Defendant understands that in determining defendant's
 6 sentence the Court is required to calculate the applicable Sentencing
 7 Guidelines range and to consider that range, possible departures
 8 under the Sentencing Guidelines, and the other sentencing factors set
 9 forth in 18 U.S.C. § 3553(a). Defendant understands that the
 10 Sentencing Guidelines are advisory only.

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

13	Base offense level:	7	U.S.S.G. § 2B1.1(a)(1)
14	Possession of a dangerous weapon:	+7	U.S.S.G. § 2B1.1(b)(16)
15	Additional group 1-4 levels less serious: ¹	+2	U.S.S.G. § 3D1.4(a)
16			
17	Dismissed conduct:	+8	U.S.S.G. § 5K2.21
18	Aggravating circumstances:	+5	U.S.S.G. §§ 5K2.0; 3A1.4
19	Acceptance of Responsibility:	-3	U.S.S.G. § 3E1.1
20	Total Offense Level:	26	
21	Criminal History Category:	I	
<hr/>			
22	Guideline Range:	63-78 months' imprisonment	
23			
24			
25			
26			

27 ¹ The parties agree that pursuant to U.S.S.G. § 3D1.2,
 28 defendant's conviction under 18 U.S.C. § 248(a) constitutes a
 separate group from his conviction under 18 U.S.C. § 1366(a).
 Pursuant to U.S.S.G. § 2H1.1(a)(2), defendant's base offense level
 for his conviction under § 248(a) is 12.

1 17. The parties agree not to argue that any other specific
2 offense characteristics, adjustments, or departures be imposed.

3 18. Defendant and the USAO agree that, taking into account the
4 factors listed in 18 U.S.C. § 3553(a)(1)-(7) and the relevant
5 sentencing guideline factors set forth above, an appropriate
6 disposition of this case is that the Court impose a sentence between
7 60 and 78 months' imprisonment; three years' supervised release with
8 conditions to be fixed by the Court, to include the conditions listed
9 in paragraph 3; a \$125 special assessment; and \$1,000 in restitution.
10 The parties also agree that no prior imprisonment (other than credits
11 that the Bureau of Prisons may allow under 18 U.S.C. § 3585(b)) may
12 be credited against this stipulated sentence, including credit under
13 Sentencing Guideline § 5G1.3.

14 WAIVER OF CONSTITUTIONAL RIGHTS

15 19. Defendant understands that by pleading guilty, defendant
16 gives up the following rights:

- 17 a. The right to persist in a plea of not guilty.
- 18 b. The right to a speedy and public trial by jury.
- 19 c. The right to be represented by counsel - and if
20 necessary have the Court appoint counsel -- at trial. Defendant
21 understands, however, that, defendant retains the right to be
22 represented by counsel - and if necessary have the Court appoint
23 counsel - at every other stage of the proceeding.
- 24 d. The right to be presumed innocent and to have the
25 burden of proof placed on the government to prove defendant guilty
26 beyond a reasonable doubt.
- 27 e. The right to confront and cross-examine witnesses
28 against defendant.

1 f. The right to testify and to present evidence in
2 opposition to the charges, including the right to compel the
3 attendance of witnesses to testify.

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

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

10 WAIVER OF APPEAL OF CONVICTION

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

20 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

21 21. Defendant agrees that, provided the Court imposes the
22 sentence specified in paragraph 18 above, defendant gives up the
23 right to appeal any portion of that sentence, and the procedures and
24 calculations used to determine and impose any portion of that
25 sentence.

26 22. The USAO agrees that, provided the Court imposes the
27 sentence specified in paragraph 18 above, the USAO gives up its right
28 to appeal any portion of that sentence, and the procedures and

1 calculations used to determine and impose any portion of that
2 sentence.

3 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

19 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

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

5 EFFECTIVE DATE OF AGREEMENT

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

9 BREACH OF AGREEMENT

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

27 27. Following the Court's finding of a knowing breach of this
28 agreement by defendant, should the USAO choose to pursue any charge

1 that was either dismissed or not filed as a result of this agreement,
2 then:

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

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

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

22 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

23 OFFICE NOT PARTIES

24 28. Defendant understands that the Court and the United States
25 Probation and Pretrial Services Office are not parties to this
26 agreement and need not accept any of the USAO's sentencing
27 recommendations or the parties' agreements to facts, sentencing
28 factors, or sentencing. Defendant understands that the Court will

1 determine the facts, sentencing factors, and other considerations
2 relevant to sentencing and will decide for itself whether to accept
3 and agree to be bound by this agreement.

4 29. Defendant understands that both defendant and the USAO are
5 free to: (a) supplement the facts by supplying relevant information
6 to the United States Probation and Pretrial Services Office and the
7 Court, (b) correct any and all factual misstatements relating to the
8 Court's Sentencing Guidelines calculations and determination of
9 sentence, and (c) argue on appeal and collateral review that the
10 Court's Sentencing Guidelines calculations and the sentence it
11 chooses to impose are not error, although each party agrees to
12 maintain its view that the calculations and sentence referenced in
13 paragraphs 16 and 17 are consistent with the facts of this case.
14 While this paragraph permits both the USAO and defendant to submit
15 full and complete factual information to the United States Probation
16 and Pretrial Services Office and the Court, even if that factual
17 information may be viewed as inconsistent with the facts agreed to in
18 this agreement, this paragraph does not affect defendant's and the
19 USAO's obligations not to contest the facts agreed to in this
20 agreement.

21 NO ADDITIONAL AGREEMENTS

22 30. Defendant understands that, except as set forth herein,
23 there are no promises, understandings, or agreements between the USAO
24 and defendant or defendant's attorney, and that no additional
25 promise, understanding, or agreement may be entered into unless in a
26 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

31. 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

E. MARTIN ESTRADA
United States Attorney



2/14/2024

KATHRYNNE N. SEIDEN
Assistant United States Attorney

Date



2/14/2024

TIBET ERGUL
Defendant

Date



2/14/2024

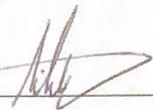
SHEILA MOJTEHEDI
Attorney for Defendant Tibet Ergul

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

1 advised me of my rights, of possible pretrial motions that might be
2 filed, of possible defenses that might be asserted either prior to or
3 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
4 of relevant Sentencing Guidelines provisions, and of the consequences
5 of entering into this agreement. No promises, inducements, or
6 representations of any kind have been made to me other than those
7 contained in this agreement. No one has threatened or forced me in
8 any way to enter into this agreement. I am satisfied with the
9 representation of my attorney in this matter, and I am pleading
10 guilty because I am guilty of the charges and wish to take advantage
11 of the promises set forth in this agreement, and not for any other
12 reason.

13
14 
TIBET ERGUL
Defendant

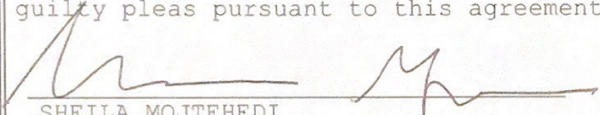
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CERTIFICATION OF DEFENDANT'S ATTORNEY

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


SHEILA MOJTEHEDI
Attorney for Defendant TIBET ERGUL

2/14/2024
Date

Exhibit A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

TIBET ERGUL,

Defendant.

CR No. 8:23-100 (B)-CJC-2

S E C O N D
S U P E R S E D I N G
I N F O R M A T I O N

[18 U.S.C. § 1366(a): Conspiracy to Damage an Energy Facility; 18 U.S.C. § 248(a)(3): Intentional Damage to a Reproductive Health Services Facility]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1366(a)]

A. OBJECT OF THE CONSPIRACY

Beginning on an unknown date and continuing through approximately June 14, 2023, in Orange County, within the Central District of California, defendant TIBET ERGUL conspired and agreed with Unindicted Co-Conspirator No. 1 ("UICC 1") and others to knowingly and willfully damage the property of an energy facility, namely, a Southern California Edison electrical substation, and to cause significant interruption to and impairment of the facility's

1 functioning, in violation of Title 18, United States Code, Section
2 1366(a).

3 B. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE
4 ACCOMPLISHED

5 The object of the conspiracy was to be accomplished, in
6 substance, as follows:

7 1. UICC 1 would devise an operation plan and gear list to
8 carry out an attack on a substation.

9 2. Defendant ERGUL and UICC 1 would obtain weapons with which
10 to commit the attack, to include firearms.

11 3. Defendant ERGUL and UICC 1 would consult with others about
12 how to carry out the attack.

13 4. Defendant ERGUL would select an electrical substation to
14 target.

15 5. Defendant ERGUL, UICC 1, and others would use the firearms
16 to shoot at critical components of the substation, thus damaging the
17 substation and causing significant interruption to and impairment of
18 the substation's functioning.

19 C. OVERT ACTS

20 In furtherance of the conspiracy, and to accomplish its object,
21 on or about the following dates, defendant ERGUL and others committed
22 various overt acts within the Central District of California,
23 including, but not limited to, the following:

24 Overt Act No. 1: On an unknown date, UICC 1 devised an operation
25 plan and gear list for attacking a Southern California Edison
26 substation, which he saved as a .txt file on a thumb drive titled
27 "Delete after reading."

28 //

1 Overt Act No. 2: On an unknown date, UICC 1 obtained several of
2 the items on the gear list, including a Zastava ZPap M70 rifle with a
3 handwritten Cyrillic message translating to "total [n-word] death."

4 Overt Act No. 3: On an unknown date, defendant ERGUL obtained a
5 rifle.

6 Overt Act No. 4: On an unknown date, defendant ERGUL and UICC 1
7 consulted with an associate about conducting surveillance, drone
8 operations, and firearms.

9 Overt Act No. 5: On or about March 26, 2023, defendant ERGUL
10 scouted substations in the Orange County area to determine possible
11 targets for an attack.

12 Overt Act No. 6: On or about March 26, 2023, defendant ERGUL
13 messaged UICC 1 and another associate to tell them he had selected a
14 substation with a fenced area close to a critical switch.

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COUNT TWO

[18 U.S.C. § 248(a)(3)]

On or about March 13, 2022, in Orange County, within the Central District of California, and elsewhere, defendant TIBET ERGUL intentionally damaged the property of a facility which provided reproductive health services, namely, a Planned Parenthood clinic. Defendant acted because the Planned Parenthood clinic was and had been providing reproductive health services.

E. MARTIN ESTRADA
United States Attorney

CAMERON L. SCHROEDER
Assistant United States Attorney
Chief, National Security Division

DAVID T. RYAN
Assistant United States Attorney
Chief, Terrorism and Export Crimes
Section

KATHRYNNE N. SEIDEN
Assistant United States Attorney
Terrorism and Export Crimes
Section