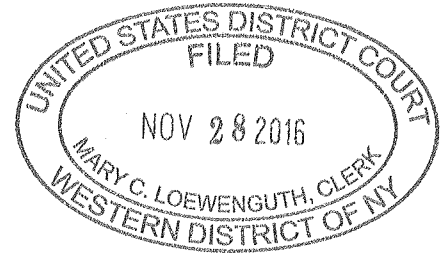


IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

v.

14-CR-32-A

COREY ANTHONY BUDDLE,

Defendant.

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### **PLEA AGREEMENT**

The defendant, COREY ANTHONY BUDDLE, and the United States Attorney for the Western District of New York (hereinafter "the government") hereby enter into a plea agreement with the terms and conditions as set out below.

#### **I. THE PLEA AND POSSIBLE SENTENCE**

1. The defendant agrees to plead guilty to Count 1 of the Superseding Indictment, which charges a violation of Title 18, United States Code, Sections 1349 (conspiracy to commit mail fraud and wire fraud), for which the maximum possible sentence is a term of imprisonment of 20 years, a fine of \$250,000, a mandatory \$100 special assessment and a term of supervised release of three years. The defendant understands that the penalties set forth in this paragraph are the maximum penalties that can be imposed by the Court at sentencing.

2. The defendant understands that, if it is determined that the defendant has violated any of the terms or conditions of supervised release, the defendant may be required

to serve in prison all or part of the term of supervised release, up to 2 years, without credit for time previously served on supervised release. As a consequence, in the event the defendant is sentenced to the maximum term of incarceration, a prison term imposed for a violation of supervised release may result in the defendant serving a sentence of imprisonment longer than the statutory maximum set forth in Paragraph 1 of this agreement.

## **II. ELEMENTS AND FACTUAL BASIS**

3. The defendant understands the nature of the offense set forth in paragraph 1 of this agreement and understands that if this case proceeded to trial, the government would be required to prove beyond a reasonable doubt the following elements of the crime:

- a. Two or more persons, in some way or manner, agreed to accomplish a common and unlawful plan to commit a fraud crime listed in Title 18, Chapter 63, that is, Title 18, U.S.C. § 1341 (mail fraud) and Title 18, U.S.C. § 1343 (wire fraud); and
- b. The defendant knew the unlawful purpose of the plan and willfully joined in it.

## **FACTUAL BASIS**

4. The defendant and the government agree to the following facts, which form the basis for the entry of the plea of guilty including relevant conduct.

- a. Beginning in or about March 2011 and continuing until in or about September 2013, the defendant, COREY ANTHONY BUDDLE, participated in a scheme to defraud persons in different parts of the United States who were told, falsely, that they had won money in lotteries. The defendant participated in this scheme with other persons known as "Andrew Turner," "James Monroe," "Carl Malone," "James Peterson," and others.

- b. The victims who received such notifications were told, falsely, that in order to receive their "winnings," they needed to pre-pay taxes and other administrative expenses. Among the victims of this scheme were JB, DMM, NB, and JH. JB resided in the Western District of New York and was approximately 70 years old. JB is a naturalized U.S. citizen who speaks English as a second language. DMM (born in 1942) is and was a resident of Missouri and Texas. NB is and was a resident of Florida and is approximately 89 years old.
- c. From time to time, JB, DMM, and NB received telephone calls from persons who directed them to mail money to 536 Thatford Avenue in Brooklyn, New York. The defendant, COREY ANTHONY BUDDLE, lived at 536 Thatford Avenue at all times pertinent herein.
- d. From time to time, DMM also was advised by telephone to undertake banking transactions whereby she would go to a branch of Bank of America in Missouri or Texas and deposit funds into one or another related accounts for which the account holder was the defendant, COREY ANTHONY BUDDLE, who maintained the BOA accounts at a branch in Brooklyn, New York.
- e. From time to time, NB was instructed to make wire transfers into the aforementioned BOA accounts held by COREY ANTHONY BUDDLE.
- f. As a result of being falsely told that he had won a lottery prize of \$2.5 million and a Mercedes-Benz automobile, from May 2011 through July 2011, JB sent approximately \$130,000 in cash from the Western District of New York to 536 Thatford Avenue, Brooklyn, New York, by means of the United States mail and the United Parcel Service ("UPS"), a private and commercial interstate carrier. JB was told he needed to send this money to collect his prize.
- g. As a result of being falsely told that she had won a lottery prize of \$2.5 million, from July 2012 through April 16, 2013, DMM deposited approximately \$141,650 into BOA accounts controlled by COREY ANTHONY BUDDLE. Thereafter, beginning on or about April 23, 2013, through June 19, 2013, DMM mailed approximately \$59,000 cash via UPS and Federal Express to 536 Thatford Avenue. On April 24, 2013, BOA closed these accounts due to suspected fraud. DMM was told she needed to send this money to collect her prize.
- h. As a result of being falsely told he had won \$3.5 million and a Mercedes-Benz automobile, from August 2012 through April 4, 2013, NB made wire transfers of approximately \$37,850 into the BOA accounts controlled by the defendant, COREY ANTHONY BUDDLE. Additionally, between July 16, 2013, and August 21, 2013, NB wired \$9,750 into an account controlled by the defendant at Capital One Bank. Also, as a result of being falsely told he had won lottery prizes, NB sent approximately \$6,500 in cash and postal money orders via Federal Express to 536 Thatford Avenue in Brooklyn, New York, from February 2012 through September 2013.

- i. On or about April 5, 2012, N.B. received a fax purportedly sent by “Detective Tony Brown” of the FBI, with an attachment consisting of a fallacious letter bearing insignias purporting to be the insignias of the Federal Bureau of Investigation and the U.S. Department of Homeland Security, and purporting to inform N.B., among other things, that he is in arrears of \$25,000 in taxes. On September 24, 2013, the defendant, COREY ANTHONY BUDDLE, possessed a computer hard drive that contained a document with the same letterhead as that described above. Also, on the same hard drive were the name, address and social security number of NB.
- j. As a result of being told that she had won the lottery, JH mailed \$29,000 in cash via UPS to 536 Thatford Avenue in Brooklyn, New York.
- k. On September 24, 2013, at 536 Thatford Avenue in Brooklyn, New York, the defendant, COREY ANTHONY BUDDLE possessed credit cards in the names of 22 persons, including N.B.
- l. On September 24, 2013, at 536 Thatford Avenue in Brooklyn, New York, the defendant, COREY ANTHONY BUDDLE, possessed a letter stating that N.B. had been awarded “a total sum pay out of USD \$5,300,000.00,” plus two gift cards to “pick out two cars of your choice” in an Apple Mac Book computer.
- m. On September 24, 2013, at 536 Thatford Avenue in Brooklyn, New York, the defendant, COREY ANTHONY BUDDLE, possessed a notebook containing the handwritten names, dates of birth, and social security numbers of 26 persons.
- n. The total loss resulting from the defendant was approximately \$427,999.

### **III. SENTENCING GUIDELINES**

5. The defendant understands that the Court must consider but is not bound by the Sentencing Guidelines (Sentencing Reform Act of 1984).

### **BASE OFFENSE LEVEL**

6. The government and the defendant agree that Guidelines §2B1.1(a)(1) applies to the offense of conviction and provides for a base offense level of 7.

**SPECIFIC OFFENSE CHARACTERISTICS**  
**U.S.S.G. CHAPTER 2 ADJUSTMENTS**

7. The government and the defendant agree that the following specific offense characteristics do apply:

- a. the 12 level increase pursuant to Guidelines §2B1.1(b)(1)(G)[loss exceeding \$250,000].
- b. the 2 level increase pursuant to Guidelines §2B1.1(b)(2)(A)(iii) [offense resulted in substantial financial hardship to one or more victims].
- c. the 2 level increase pursuant to Guidelines §2B1.1(b)(9)(A) [offense involved a misrepresentation that the defendant was acting on behalf of a government agency].
- d. the 2 level increase pursuant to Guidelines §2B1.1(b)(11)(C)(ii) [offense involved the possession of five or more means of identification that unlawfully were produced from, or obtained by the use of, another means of identification].

**U.S.S.G. CHAPTER 3 ADJUSTMENTS**

8. The government and the defendant agree that the following adjustment to the base offense level does apply:

- a. The 2 level upward adjustment of Guidelines § 3A1.1(b)(1) [vulnerable victim].

**ADJUSTED OFFENSE LEVEL**

9. Based on the foregoing, it is the understanding of the government and the defendant that the adjusted offense level for the offense of conviction is 27.

ACCEPTANCE OF RESPONSIBILITY

10. At sentencing, the government agrees not to oppose the recommendation that the Court apply the two-level downward adjustment of Guidelines §3E1.1(a) (acceptance of responsibility) and further agrees to move the Court to apply the additional one-level downward adjustment of Guidelines §3E1.1(b), which would result in a total offense level of 24.

CRIMINAL HISTORY CATEGORY

11. It is the understanding of the government and the defendant that the defendant's criminal history category is I. The defendant understands that if the defendant is sentenced for, or convicted of, any other charges prior to sentencing in this action the defendant's criminal history category may increase. The defendant understands that the defendant has no right to withdraw the plea of guilty based on the Court's determination of the defendant's criminal history category.

GUIDELINES' APPLICATION, CALCULATIONS AND IMPACT

12. It is the understanding of the government and the defendant that, with a total offense level of **24** and a criminal history category of **I**, the defendant's sentencing range would be a term of imprisonment of **51** to **63** months, a fine of **\$10,000** to **\$100,000**, and a period of supervised release of **one** to **three** years. Notwithstanding this, the defendant understands that at sentencing the defendant is subject to the maximum penalties set forth in paragraph 1 of this agreement.

13. The government and the defendant agree to the Sentencing Guidelines calculations set forth in this agreement and neither party will advocate or recommend the application of any other Guideline, or move for any Guidelines departure, or move for or recommend a sentence outside the Guidelines, except as specifically set forth in this agreement. A breach of this paragraph by one party will relieve the other party of any agreements made in this plea agreement with respect to sentencing motions and recommendations. A breach of this paragraph by the defendant shall also relieve the government from any agreements to dismiss or not pursue additional charges.

14. The defendant understands that the Court is not bound to accept any Sentencing Guidelines calculations set forth in this agreement and the defendant will not be entitled to withdraw the plea of guilty based on the sentence imposed by the Court.

#### **IV. STATUTE OF LIMITATIONS**

15. In the event the defendant's plea of guilty is withdrawn, or conviction vacated, either pre or post-sentence, by way of appeal, motion, post-conviction proceeding, collateral attack or otherwise, the defendant agrees that any charges dismissed pursuant to this agreement shall be automatically reinstated upon motion of the government and further agrees not to assert the statute of limitations as a defense to any other criminal offense involving or related to mail fraud, wire fraud, or conspiracy to commit those offenses, and the possession and use of false identification documents, and which is not time barred as of the date of this agreement. This waiver shall be effective for a period of six months

following the date upon which the withdrawal of the guilty pleas or vacating of the convictions becomes final.

#### **V. ALIEN STATUS**

16. The defendant recognizes that pleading guilty may have consequences with respect to the defendant's immigration status as the defendant is not a citizen of the United States. Under federal law, the crime to which the defendant is pleading guilty is a removable offense. The defendant understands that, as a result of the offense to which the defendant is pleading guilty, removal is presumptively mandatory. Removal and other immigration consequences will be the subject of a separate proceeding, however, and the defendant understands that no one, including the defendant's attorney or the Court, can predict to a certainty the effect of a conviction in this case on the defendant's immigration status. The defendant nevertheless wants to plead guilty regardless of the immigration consequences of a conviction on the defendant's immigration status, even if the consequence is the defendant's automatic removal from the United States.

#### **VI. GOVERNMENT RIGHTS AND RESERVATIONS**

17. The defendant understands that the government has reserved the right to:
- a. provide to the Probation Office and the Court all the information and evidence in its possession that the government deems relevant concerning the defendant's background, character and involvement in the offense charged, the circumstances surrounding the charge and the defendant's criminal history;
  - b. respond at sentencing to any statements made by the defendant or on the defendant's behalf that are inconsistent with the information and evidence available to the government;



- c. advocate for a specific sentence consistent with the terms of this agreement, including the amount of restitution and/or fine and the method of payment; and
- d. modify its position with respect to any sentencing recommendation or sentencing factor under the Guidelines including criminal history category, in the event that subsequent to this agreement the government receives previously unknown information, including conduct and statements by the defendant subsequent to this agreement, regarding the recommendation or factor.

18. At sentencing, the government will move to dismiss the open counts of the Superseding Indictment as against the defendant.

#### **VII. RESTITUTION AND FINANCIAL PENALTY PROVISIONS**

19. The defendant understands that the Court must require restitution in the amount of \$420,099 to be paid to the victims of the offense set forth in Count 1 of the Superseding Indictment as part of the sentence pursuant to Guidelines § 5E1.1 and Title 18, United States Code, Section 3663A.

20. The defendant agrees to disclose fully and completely all assets in which the defendant either has any property interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party. The defendant agrees to make complete financial disclosure to the United States by truthfully executing a sworn financial statement by the deadline set by the United States, or if no deadline is set, no later than two weeks prior to the date of sentencing. The defendant agrees to authorize the release of all financial information requested by the United States, including, but not limited to, executing authorization forms for the United States to obtain

tax information, bank account records, credit history, and social security information. The defendant agrees to discuss or answer any questions by the United States relating to the defendant's complete financial disclosure. The defendant will submit to an examination under oath and/or a polygraph examination conducted by an examiner selected by the U.S. Attorney's Office on the issue of the defendant's financial disclosures and assets, if deemed necessary by the U.S. Attorney's Office. The defendant certifies that the defendant has made no transfer of assets in contemplation of this prosecution for the purpose of evading or defeating financial obligations that are created by the agreement and/or that may be imposed upon the defendant by the Court. In addition, the defendant promises that the defendant will make no such transfers in the future.

21. The defendant agrees that any financial records and information provided by the defendant to the Probation Office, before or after sentencing, may be disclosed to the United States Attorney's Office for use in the collection of any unpaid financial obligation.

22. The defendant understands and agrees that the Court, at the time of sentencing, may order that all monetary penalties imposed at that time (including any fine, restitution, or special assessment imposed in accordance with the terms and conditions of this plea agreement) are to be due and payable in full immediately and subject to immediate enforcement by the United States. The defendant understands and acknowledges that any schedule of payments imposed by the Court at the time of sentencing is merely a minimum schedule of payments and does not, in any way, limit those methods available to the United States to enforce the judgment.

23. The defendant agrees that any funds and assets in which the defendant has an interest, which have been seized or restrained by the government or law enforcement as part of the investigation underlying this plea agreement, and not subject to forfeiture, will be used to satisfy any debts owed by the defendant to the United States and/or agencies thereof.

### **VIII. APPEAL RIGHTS**

24. The defendant understands that Title 18, United States Code, Section 3742 affords a defendant a limited right to appeal the sentence imposed. The defendant, however, knowingly waives the right to appeal and collaterally attack any component of a sentence imposed by the Court which falls within or is less than the sentencing range for imprisonment, a fine and supervised release set forth in Section III, ¶ 12, above, notwithstanding the manner in which the Court determines the sentence. In the event of an appeal of the defendant's sentence by the government, the defendant reserves the right to argue the correctness of the defendant's sentence. The defendant further agrees not to appeal a restitution order which does not exceed the amount set forth in Section VII of this agreement.

25. The defendant understands that by agreeing not to collaterally attack the sentence, the defendant is waiving the right to challenge the sentence in the event that in the future the defendant becomes aware of previously unknown facts or a change in the law which the defendant believes would justify a decrease in the defendant's sentence.

26. The government waives its right to appeal any component of a sentence imposed by the Court that falls within or is greater than the sentencing range for imprisonment, a fine and supervised release set forth in Section III, ¶ 12, above, notwithstanding the manner in which the Court determines the sentence. However, in the event of an appeal from the defendant's sentence by the defendant, the government reserves its right to argue the correctness of the defendant's sentence.

#### **IX. COOPERATION**

27. The defendant will cooperate with the government by providing complete and truthful information regarding the defendant's knowledge of any and all criminal activity, whether undertaken by the defendant or others, in any way involving or related to wire fraud, mail fraud, and conspiracy to commit mail fraud and wire fraud. The defendant's cooperation shall also include submitting to interviews by government attorneys and agents, as well as testifying truthfully and completely before grand juries and at such pre-trial and trial proceedings as the government shall deem necessary.

28. The defendant further agrees to provide proactive cooperation to the government regarding individuals involved in criminal activity involving wire fraud, mail fraud, and conspiracy to commit mail fraud and wire fraud. The defendant agrees to comply with all reasonable instructions of law enforcement agents in this regard.

29. The defendant's cooperation shall also be provided to any local, state or federal authorities designated by the government and who have agreed to abide by the terms

of the "Cooperation" section of this agreement. The defendant's obligation to testify truthfully and completely shall extend to proceedings in local, state and federal courts in jurisdictions which have agreed to abide by this agreement.

30. In exchange for the defendant's plea of guilty and cooperation as set forth in this agreement, the defendant will not be prosecuted by the Office of the United States Attorney for the Western District of New York for any other federal criminal offenses committed in the Western District of New York in any way involving or related to wire fraud, mail fraud, and conspiracy to commit mail fraud and wire fraud, committed up to the date of this agreement and about which the defendant provides complete and truthful information. Such a promise of non-prosecution does not foreclose any prosecution for an act involving murder, attempted murder, or act of physical violence against the person of another, or conspiracy to commit an act of violence.

31. Further, no testimony, statements or tangible objects provided by the defendant in compliance with this agreement (or any information directly or indirectly derived therefrom) will be used against the defendant in any criminal case, except a prosecution for perjury or making false statements.

32. Upon condition that the defendant has fully complied with all terms and conditions of this agreement, should the government determine that the defendant has provided substantial assistance in the investigation or prosecution of other persons who have committed offenses, the government will move the Court at sentencing to depart

downward from the Guidelines as provided for in Guidelines § 5K1.1. The defendant understands that the decision to make such a motion is within the sole discretion of the government and that the decision to grant such a motion, and the extent of any downward departure, are matters solely within the discretion of the Court.

33. This agreement does not preclude the prosecution of the defendant for perjury or making false statements in the event the defendant testifies falsely or provides false information to the government. This agreement is not contingent upon the filing of charges against, the return of an Indictment against, or the successful prosecution of, any person or entity.

34. It is a condition of this agreement that, up through the date of the defendant's sentencing, the defendant shall commit no further crimes. It is also a condition of this agreement that the defendant must, at all times, give complete, truthful and accurate information and testimony and not withhold information from the government or refuse to testify truthfully and completely. Should the defendant be sentenced prior to the completion of the defendant's cooperation with the government, the defendant's obligation to comply with the cooperation provisions of this agreement extends past sentencing.

35. In the event the government believes the defendant has violated any of the conditions of the "Cooperation" section of this agreement, the government, in addition to its other rights as set forth in the "Cooperation" section of this agreement, reserves the right:

(a) to modify any recommendation the government agreed to make in a motion pursuant to

Guidelines § 5K1.1 and/or Title 18, United States Code, Section 3553(e); and (b) to petition the Court, before or after sentencing, for an order declaring that the defendant has breached the “Cooperation” section and relieving the government of its obligations under this section.

36. In the event the government petitions the Court to declare that the defendant has breached the “Cooperation” section of this agreement, whether the defendant has violated any of the conditions of the “Cooperation” section shall be determined by the Court in an appropriate proceeding at which any disclosures and documents provided by the defendant shall be admissible and at which the government shall be required to establish any violation by a preponderance of the evidence. In order to establish any violation by the defendant, the government is entitled to rely on statements and information given by the defendant pursuant to this agreement.

37. If the “Cooperation” section of this agreement is declared breached by the Court:

- a. the defendant shall thereafter be subject to prosecution for any federal criminal violations of which the government has knowledge, including but not limited to, perjury and obstruction of justice;
- b. the government may withdraw any motion filed pursuant to Sentencing Guidelines § 5K1.1, Title 18, United States Code, Section 3553(e) and/or Rule 35(b);
- c. the defendant has no right to withdraw the plea of guilty;
- d. the defendant shall waive all rights under Fed. R. Crim. P. 11(f), Fed. R. Evid. 410 and Sentencing Guidelines § 1B1.8 and the defendant expressly agrees that all statements, testimony and tangible objects provided by the defendant (with the exception of statements made in open court during guilty plea proceedings), whether prior or subsequent to this agreement,

can be used directly and indirectly in any and all criminal proceedings against the defendant; and

- e. the defendant agrees that any charges that were dismissed pursuant to this agreement shall be automatically reinstated upon motion of the government. Furthermore, the defendant agrees not to assert the statute of limitations as a defense to any criminal offense involving or related to mail fraud, wire fraud, or conspiracy to commit mail fraud or wire fraud, which is not time barred as of the date of this agreement. This waiver shall be effective for a period of six months following the date upon which the Court's order declaring the agreement breached by the defendant becomes final.

38. At the time of sentencing, the government will make the nature and extent of the defendant's compliance with this agreement known to the Court. The government and the defendant will request that sentencing be adjourned until full satisfaction by the defendant of the terms of this agreement. In the event the defendant is sentenced prior to the completion of the defendant's cooperation with the government, the government reserves the right to modify any recommendation to be made by the government at sentencing pursuant to Guidelines § 5K1.1 and/or Title 18, United States Code, Section 3553(e).

39. The defendant's attorney is expressly permitted to be present at any time the defendant is questioned or interviewed by government agents regarding the matters set forth in this agreement.



**X. FORFEITURE PROVISIONS**

40. Based upon his plea of guilty to Count 1 of the Superseding Information, the defendant, COREY ANTHONY BUDDLE, agrees to criminally forfeit all of his right, title and interest in the following property to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c):

**CURRENCY**

- a. The sum of three thousand seven hundred and ninety-five (\$3,795.00) dollars United States Currency seized during a search warrant executed on September 25, 2013; and
- b. The sum of seventeen thousand two hundred seventy-nine dollars and sixty-five cents (\$17,279.65) United States currency contained within a hold harmless account, and formerly contained within Bank of America account No.: 483039555693, in the name of defendant CORY ANTHONY BUDDLE.

**MONEY JUDGMENT**

- a. The sum of one hundred thousand (\$100,000.00) dollars United States currency, to be evidenced by a judgment issued by this Court against the defendants. Said judgment will be referenced in the PRELIMINARY ORDER OF FORFEITURE and will provide for interest to accrue at the prevailing rate per annum and serve as a lien against the defendants' property, wherever situated, until fully satisfied.

41. The defendant also agrees that the property listed above is properly forfeitable to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), and waives any other rights he may possess to contest the forfeiture.

42. The defendant specifically acknowledges that in furtherance of the defendant's criminal conduct, the defendant utilized computer equipment and other media, which were seized by law enforcement officials based upon the execution of a search warrant. Specifically, in furtherance of the defendant's criminal conduct, the defendant utilized the following:

- a. (1) Toshiba External Hard Drive, S/N: Z04JT51VTKM5;
- b. (1) Apple Mac Book, S/N: C02JD1VRDV33;
- c. (1) Blackberry Torch 9810, S/N: 358717040105501; and
- d. (1) Seagate Digital Hard Drive, S/N: NA0B9GOL.

43. The defendant agrees to abandon the property listed above to the United States and waives any other rights he may possess to contest the abandonment proceeding. The defendant further waives the provisions of 41 Code of Federal Regulations 128-48.102-1 and 41 Code of Federal Regulations 128-48.50 with respect to the abandonment of the aforementioned property and agrees to sign any and all documentation in order to assist the government in facilitating the abandonment of the said property.

44. After the acceptance of the defendant's guilty plea, and pursuant to Rule 32.2(b)(2) of the Federal Rules of Criminal Procedure, the Court will issue a Preliminary Order of Forfeiture for the property listed above. The defendant hereby waives any right to notice of such Preliminary Order of Forfeiture. The defendant further consents and agrees that the Preliminary Order of Forfeiture and a Final Order of Forfeiture shall issue and become final as to the defendant prior to sentencing and agrees that it shall be made part of

the defendant's sentence and included in the judgment pursuant to Rule 32.2(b)(4) of the Federal Rules of Criminal Procedure.

45. The defendant acknowledges that he understands that the forfeiture of property is part of the sentence that may be imposed in this case and waives any failure by the Court to advise the defendant of this, pursuant to Rule 11(b)(1)(J), at the time the guilty plea is accepted. Forfeiture of the defendant's property shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

46. The defendant knowingly, intelligently, and voluntarily waives his right to a jury trial on the forfeiture of the property. The defendant knowingly, intelligently, and voluntarily waives all constitutional, legal and equitable defenses to the forfeiture in any proceeding, including any jeopardy defense or claim of double jeopardy, whether constitutional or statutory, as to this criminal proceeding or any related civil or administrative proceeding. Defendant further agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine regarding the forfeiture of assets by the United States.

47. In the event the defendant is allowed to withdraw the plea of guilty or in the event this agreement is voided by the Court, it is expressly agreed and understood that the agreement for forfeiture is binding upon the defendant and survives the voiding of this agreement.

**XI. TOTAL AGREEMENT AND AFFIRMATIONS**


48. This plea agreement represents the total agreement between the defendant, COREY ANTHONY BUDDLE, and the government. There are no promises made by anyone other than those contained in this agreement. This agreement supersedes any other prior agreements, written or oral, entered into between the government and the defendant.

JAMES P. KENNEDY, JR.  
Acting United States Attorney  
Western District of New York

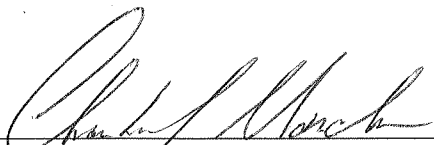
BY:   
SCOTT S. ALLEN, JR.  
Assistant U.S. Attorney

Dated: November 4, 2016

I have read this agreement, which consists of 20 pages. I have had a full opportunity to discuss this agreement with my attorney, CHARLES J. MARCHESE, Esq. I agree that it represents the total agreement reached between myself and the government. No promises or representations have been made to me other than what is contained in this agreement. I understand all of the consequences of my plea of guilty. I fully agree with the contents of this agreement. I am signing this agreement voluntarily and of my own free will.

  
COREY ANTHONY BUDDLE  
Defendant

Dated: November 28, 2016

  
CHARLES J. MARCHESE, ESQ.  
Attorney for the Defendant

Dated: November 28, 2016