

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 26-20017-CR-Moore

UNITED STATES OF AMERICA

vs.

MICHAEL BRIAN COTTER,

Defendant.

PLEA AGREEMENT

The United States Attorney's Office for the Southern District of Florida and the United States Department of Justice, Consumer Protection Branch (hereinafter referred to as the "government") and MICHAEL BRIAN COTTER (hereinafter referred to as the "defendant") enter into the following agreement:

1. The defendant agrees to plead guilty to a one count Information, which charges the defendant with conspiracy to commit bank fraud, in violation of Title 18, United States Code, Section 371. The defendant acknowledges that he has read the charge against him contained in the Information and that this charge has been fully explained to him by his attorney. This plea agreement resolves all of the defendant's federal criminal liability growing out of any criminal conduct by the defendant known to the government, as of the date of this plea agreement, stemming from the defendant's involvement in bank fraud in connection with Tech Live Connect and related entities.

2. The defendant agrees to the Factual Proffer attached to this plea agreement and submits it to the Court in support of his guilty plea and as evidence of his guilt in this case. No further criminal charges will be brought by the Consumer Protection Branch or the U.S. Attorney's

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Office for the Southern District of Florida against the defendant for his disclosed participation in activity described in the Factual Proffer.

3. The defendant is aware that the sentence will be imposed by the Court after considering the advisory Federal Sentencing Guidelines and Policy Statements (hereinafter "Sentencing Guidelines"). The defendant acknowledges and understands that the Court will compute an applicable advisory sentencing guideline range under the Sentencing Guidelines and that the applicable guidelines will be determined by the Court relying in part on the results of a Pre-Sentence Investigation by the Court's probation office, which investigation will commence after the guilty plea has been entered. The defendant is also aware that, under certain circumstances, the Court may depart from the applicable advisory sentencing guideline range that it has computed, and may raise or lower that advisory sentence under the Sentencing Guidelines. The defendant is further aware and understands that the Court is required to consider the applicable advisory guideline range determined under the Sentencing Guidelines but is not bound to impose a sentence within that advisory range; the Court is required to consider other factors identified in 18 U.S.C. § 3553(a) and is permitted to tailor the ultimate sentence in light of those other statutory concerns. Such sentence may be either more severe or less severe than the Sentencing Guidelines' advisory range. Knowing these facts, the defendant understands and acknowledges that the Court has the authority to impose any sentence within and up to the statutory maximum authorized by law for the offense identified in paragraph 1 and that the defendant may not withdraw the plea solely as a result of the sentence imposed.

4. The defendant also understands and acknowledges that the Court may impose a statutory maximum term of imprisonment of up to 5 years for the one count contained in the Information (conspiracy to commit bank fraud, pursuant to 18 U.S.C. § 371), followed by a term

of supervised release of up to 3 years (18 U.S.C. § 3583(b)(2)). In addition to a term of imprisonment and supervised release, the Court may impose a fine of up to \$250,000 or twice the pecuniary loss or gain to persons as a result of the defendant's offense, whichever is greater (18 U.S.C. § 3571(b)(3) and (d)) and shall order restitution to the victims (18 U.S.C. § 3663A).

5. The defendant further understands and acknowledges that, in addition to any sentence imposed under paragraph 4 of this agreement, a special assessment in the amount of \$100 will be imposed on the defendant. The defendant agrees that any special assessment imposed shall be paid at the time of sentencing. If a defendant is financially unable to pay the special assessment, the defendant agrees to present evidence to the government and the Court at the time of sentencing as to the reasons for the defendant's failure to pay.

6. The government reserves the right to inform the Court and the probation office of all facts pertinent to the sentencing process, including all relevant information concerning the offenses committed, whether charged or not, as well as concerning the defendant and the defendant's background. Subject only to the express terms of any agreed-upon sentencing recommendations contained in this agreement, the government further reserves the right to make any recommendation as to the quality and quantity of punishment.

7. The government agrees that it will recommend at sentencing that the Court reduce by two levels the sentencing guideline level applicable to the defendant's offense, pursuant to Section 3E1.1(a) of the Sentencing Guidelines, based upon the defendant's recognition and affirmative and timely acceptance of personal responsibility. If at the time of sentencing the defendant's offense level is determined to be 16 or greater, the government will make a motion requesting an additional one level decrease pursuant to Section 3E1.1(b) of the Sentencing Guidelines, stating that the defendant has assisted authorities in the investigation or prosecution of

his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the government and the Court to allocate their resources efficiently. The government, however, will not be required to make this motion if the defendant: (1) fails or refuses to make a full, accurate and complete disclosure to the probation office of the circumstances surrounding the offense conduct; (2) is found to have misrepresented facts to the government prior to entering into this plea agreement; (3) commits any misconduct after entering into this plea agreement, including but not limited to committing a state or federal offense, violating any term of release, or making false statements or misrepresentations to any governmental entity or official; or (4) makes any statement or takes any action inconsistent with acceptance of responsibility for his criminal conduct.

8. The government and the defendant agree that, although not binding on the probation office or the Court, they will jointly recommend that the Court make the following findings and conclusions as to the sentence to be imposed:

a. Base offense level: That the base offense level is 6 under Section 2B1.1(a)(2) of the Sentencing Guidelines.

b. Loss: That the relevant amount of actual, probable, or intended loss under Section 2B1.1(b)(1) of the Sentencing Guidelines resulting from the offense committed in this case is more than \$3,500,000, but not more than \$9,500,000, resulting in an offense level increase of 18 under 2B1.1(b)(1)(J) of the Sentencing Guidelines.

c. Location of Substantial Part of the Scheme Outside the United States: That a substantial part of the fraudulent scheme was committed from outside the United States, resulting in an offense level increase of 2 under Section 2B1.1(b)(10)(B).

d. Overall guideline range: That the applicable guideline range under all of the circumstances of the offense committed by the defendant, before consideration of acceptance of responsibility under paragraph 7, is Level 26.

9. The defendant agrees that he shall cooperate fully with the government by: (a) providing truthful and complete information and testimony, and producing documents, records and other evidence, when called upon by the government, whether in interviews, before a grand jury, or at any trial or other Court proceeding; (b) appearing at such grand jury proceedings, hearings, trials, and other judicial proceedings, and at meetings, as may be required by the government; and (c) if requested by the government, working in an undercover role under the supervision of, and in compliance with, law enforcement officers and agents. In addition, the defendant agrees that he will not protect any person or entity through false information or omission, that he will not falsely implicate any person or entity, and that he will not commit any further crimes.

10. The government reserves the right to evaluate the nature and extent of the defendant's cooperation and to make that cooperation, or lack thereof, known to the Court at the time of sentencing. If, in the sole and unreviewable judgment of the government, the defendant's cooperation is of such quality and significance to the investigation or prosecution of other criminal matters as to warrant the Court's downward departure from the advisory sentencing range calculated under the Sentencing Guidelines and/or any applicable minimum mandatory sentence, the government may make a motion prior to sentencing pursuant to Section 5K1.1 of the Sentencing Guidelines and/or Title 18, United States Code, Section 3553(e), or subsequent to sentencing pursuant to Rule 35 of the Federal Rules of Criminal Procedure, informing the Court that the defendant has provided substantial assistance and recommending that the defendant's

sentence be reduced. The defendant understands and agrees, however, that nothing in this agreement requires the government to file any such motions, and that the government's assessment of the quality and significance of the defendant's cooperation shall be binding as it relates to the appropriateness of the government's filing or non-filing of a motion to reduce sentence.

11. The defendant understands and acknowledges that the Court is under no obligation to grant a motion for reduction of sentence filed by the government. In addition, the defendant further understands and acknowledges that the Court is under no obligation of any type to reduce the defendant's sentence because of the defendant's cooperation.

12. The defendant is aware that the sentence has not yet been determined by the Court. The defendant also is aware that any estimate of the probable sentencing range or sentence that the defendant may receive, whether that estimate comes from the defendant's attorney, the government, or the probation office, is a prediction, not a promise, and is not binding on the defendant, the government, the probation office, or the Court. The defendant understands further that any recommendation that the government makes to the Court as to sentencing, whether pursuant to this agreement or otherwise, is not binding on the Court and the Court may disregard the recommendation in its entirety. The defendant understands and acknowledges, as previously acknowledged above, that the defendant may not withdraw his plea based upon the Court's decision not to accept a sentencing recommendation made by the defendant, the government, or a recommendation made jointly by the defendant and the government.

13. The defendant agrees, in an individual and any other capacity, to forfeit to the United States, voluntarily and immediately, any right, title, and interest to:

(a) any property, real or personal, which constitutes or is derived from proceeds traceable the commission of the offense, a conspiracy to commit a violation of 18 U.S.C.

§ 1344, in violation of 18 U.S.C. § 371, pursuant to 18 U.S.C. § 981(a)(1)(C) and the provisions of 21 U.S.C. § 853 as incorporated by 28 U.S.C. § 2461(c); and

(b) any property constituting, or derived from, proceeds the defendant obtained directly or indirectly, as a result of the commission of the offense, a conspiracy to commit a violation of 18 U.S.C. § 1344, in violation of 18 U.S.C. § 371, pursuant to 18 U.S.C. § 982(a)(2)(A) and the provisions of 21 U.S.C. § 853 as incorporated by 18 U.S.C. § 982(b)(1).

In addition, the defendant agrees to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p).

14. The property subject to forfeiture includes, but is not limited to:

(a) a forfeiture money judgment in the sum of \$600,000 in United States currency, which sum represents the value of property subject to forfeiture.

(b) substitute property pursuant to 21 U.S.C. § 853(p), including, but not limited to: real property located at 666 Shore Road, Unit No. 2B, Long Beach, New York 11561.

15. The defendant also agrees to assist the United States in all proceedings, whether administrative or judicial, involving the forfeiture to the United States of directly forfeitable or substitute assets. This assistance shall include: disclosing within 14 calendar days in a Financial Disclosure Statement provided by this Office the existence, nature and location of all assets in which the defendant has or had any direct or indirect financial interest or control, any assets involved in the offense of conviction and fraud scheme, and those held by a spouse, nominee, or other third party; taking all steps necessary to locate assets, wherever located; agreeing to the entry of an order enjoining the transfer or encumbrance of assets; transferring assets to the United States by delivery to this Office any necessary and appropriate documentation to deliver good and

marketable title to assets; liquidating assets, or completing any task which will result in a payment towards the forfeiture money judgment; and not contesting or impeding in any way with any criminal, civil or administrative forfeiture proceeding concerning the forfeiture.

16. The defendant agrees that forfeiture is independent of any assessment, fine, cost, restitution, or penalty that may be imposed by the Court. The defendant further agrees to waive: any constitutional, legal, and equitable claim or defense to the forfeiture of assets in any judicial or administrative proceeding; any applicable time limits for administrative or judicial forfeiture proceedings; any claim or defense under the Excessive Fines Clause of the Eighth Amendment to the United States Constitution; the requirements of Fed. R. Crim. P. 32.2; and any appeal of the forfeiture. The defendant understands that this plea agreement shall serve as a withdrawal of any pending administrative forfeiture claim.

17. Defendant agrees that, until three years after sentencing, or until he fully satisfies any forfeiture orders entered in this case, whichever occurs first, he shall not sell, transfer, borrow against, make withdrawals from, or commit waste against, or otherwise impair the value of any property item (which includes failure to pay property taxes assessed), including the real property referenced above in paragraph 14, any financial instruments, any investment instruments, and any personal property items, in which he has an ownership interest, whether direct or indirect, including any property items held in a nominee name or otherwise secreted, that defendant reasonably believes might have a current value of \$1,000 or more, without approval of either the U.S. Attorney, the Court, or both.

18. The defendant agrees that all civil and criminal forfeiture provisions of this plea agreement are intended to, and will, survive him, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular

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property pursuant to this agreement shall be determined as if defendant had survived, and that determination shall be binding upon defendant's heirs, successors, and assigns until the agreed forfeiture, including any agreed money judgment amount, is collected in full.

19. The United States will not use any truthful and complete information provided by the defendant for purposes of satisfying his forfeiture obligations to prosecute the defendant for additional criminal offenses, except in any prosecution for a crime of violence or conspiracy to commit, or aiding and abetting, a crime of violence (as defined in 18 U.S.C. § 16). Pursuant to U.S.S.G. § 1B1.8, no truthful information that the defendant provides pursuant to defendant's forfeiture obligations will be used in determining the applicable guideline range, except as provided in Section 1B1.8(b). Nothing in this agreement, however, restricts the Court's or Probation Officer's access to information and records in the possession of the United States. Furthermore, nothing in this agreement prevents the United States in any way from prosecuting the defendant should the defendant knowingly provide false, untruthful, or perjurious information or testimony, or from using information provided by the defendant in furtherance of any forfeiture action or restitution enforcement action, whether criminal or civil, administrative, or judicial.

20. The defendant is aware that Title 28, United States Code, Section 1291, and Title 18, United States Code, Section 3742, afford the defendant the right to appeal the sentence imposed in this case. Acknowledging this, in exchange for the undertakings made by the United States in this plea agreement, the defendant hereby waives all rights conferred by Sections 1291 and 3742 to appeal any sentence imposed, including any restitution order, or to appeal the manner in which the sentence was imposed, unless the sentence exceeds the maximum permitted by statute or is the result of an upward departure and/or an upward variance from the advisory guideline range that the Court establishes at sentencing. The defendant further understands that nothing in

this agreement shall affect the government's right and/or duty to appeal as set forth in Title 18, United States Code, Section 3742(b) and Title 28, United States Code, Section 1291. However, if the United States appeals the defendant's sentence pursuant to Sections 3742(b) and 1291, the defendant shall be released from the above waiver of his right to appeal his sentence.

21. The defendant further hereby waives all rights conferred by Title 28, United States Code, Section 1291 to assert any claim that (1) the statutes to which the defendant is pleading guilty is/are unconstitutional; and/or (2) the admitted conduct does not fall within the scope of the statutes of conviction.

22. By signing this agreement, the defendant acknowledges that the defendant has discussed the appeal waiver set forth in this agreement with the defendant's attorney. The defendant further agrees, together with the government, to request that the Court enter a specific finding that the defendant's waiver of his right to appeal the sentence imposed in this case and his right to appeal his conviction in the manner described above was knowing and voluntary.

23. The defendant acknowledges and understands that if a guilty plea in this matter is not entered for any reason or a guilty plea or judgment of conviction entered in accordance with this agreement does not remain in full force and effect, the government may reinstate any dismissed charges and initiate any other charges against defendant even if the applicable statute of limitations period for those charges expires after the defendant signs this agreement. In the event this occurs, the defendant agrees not to assert that any such charges are time-barred. Defendant acknowledges that the date that he signed the agreement for purposes of this provision is April 8, 2024, and that the statute of limitations has been tolled as of that date.

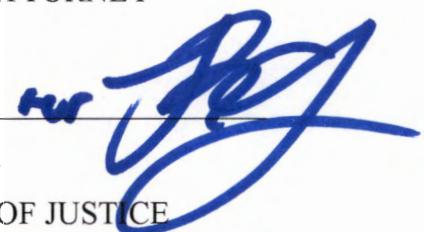
24. Having been fully advised by defendant's attorney regarding the requirements of venue with respect to the offense to which defendant is pleading guilty, to the extent the offense

to which defendant is pleading guilty was committed, begun, or completed outside the Southern District of Florida, defendant knowingly, voluntarily, and intelligently waives, relinquishes, and gives up: (a) any right that defendant might have to be prosecuted only in the district where the offense to which defendant is pleading guilty was committed, begun, or completed; and (b) any defense, claim, or argument defendant could raise or assert based upon lack of venue with respect to the offense to which defendant is pleading guilty.

25. This is the entire agreement and understanding between the government and the defendant. There are no other agreements, promises, representations, or understandings.

JASON A. REDING QUIÑONES  
UNITED STATES ATTORNEY

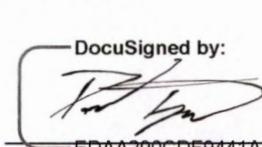
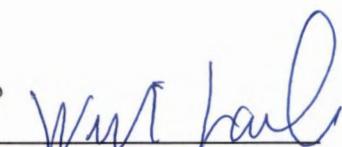
Date: 7/30/25

By: /s/ Jason Feldman   
JASON FELDMAN  
TRIAL ATTORNEY  
U.S. DEPARTMENT OF JUSTICE  
CONSUMER PROTECTION BRANCH

Date: 7/30/25

By: /s/ Shana Priore  
SHANA PRIORE  
TRIAL ATTORNEY  
U.S. DEPARTMENT OF JUSTICE  
CONSUMER PROTECTION BRANCH

Date: 11/4/2025

By:    
PAUL H. TZUR William Howen  
ATTORNEY FOR DEFENDANT

Date: 11/3/25

By:    
MICHAEL BRIAN COTTER  
DEFENDANT

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