

EXHIBIT 1

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12 Attorneys for Plaintiff
UNITED STATES OF AMERICA
13

14 UNITED STATES DISTRICT COURT

15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 UNITED STATES OF AMERICA,

17 Plaintiff,

18 v.

19 ROGER KEITH VER,

20 Defendant.
21

No. CR 24-CR-00103-MWF

DEFERRED PROSECUTION AGREEMENT

22 The United States Attorney's Office for the Central District of
23 California and the United States Department of Justice, Tax Division
24 (collectively the "government") and defendant Roger Keith Ver
25 ("defendant"), by and through attorneys Christopher M. Kise, Jeffrey
26 A. Neiman, Nina Marino, Bryan C. Skarlatos, Edward C. O'Callaghan,
27 and Samson A. Enzer, hereby enter into this Deferred Prosecution
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1 Agreement (the "Agreement"). Under this Agreement, the parties hereby
2 agree to the following:

3 INTRODUCTION

4 1. Defendant was charged by indictment on February 15, 2024,
5 in the Central District of California with three counts of mail
6 fraud, in violation of 18 U.S.C. § 1341; two counts of tax evasion,
7 in violation of 26 U.S.C. § 7201; and three counts of filing a false
8 tax return, in violation of 26 U.S.C. § 7206(1). (Doc. No. 1).

9 2. After a thorough consideration of all of the facts, it has
10 been determined that the interests of the government and defendant
11 are best served by deferral of prosecution of this case.

12 3. Defendant agrees that, pursuant to Title 18, United States
13 Code, Section 3161(h)(2), the period during which this prosecution is
14 delayed pursuant to this Agreement is to be excluded in computing the
15 time within which the trial in this case must commence under the
16 Speedy Trial Act. Defendant knowingly waives his right to assert that
17 his trial did not occur within the time limits prescribed by the
18 Speedy Trial Act.

19 4. The government agrees to defer prosecution of defendant on
20 the indictment for a period of one month following the execution of
21 this Agreement for the purpose of allowing defendant to fulfill the
22 below conditions.

23 5. Defendant agrees to abide by the conditions and
24 requirements of this Agreement set out below.

25 6. At the end of the deferral period, if defendant has
26 fulfilled all the terms and conditions of this Agreement, the
27 government will move the Court to dismiss the indictment against
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1 defendant without prejudice. During the pendency of the three-year
2 tolling period, as defined below, defendant will not be prosecuted
3 for any crimes related to the conduct described in the indictment
4 (Doc. No. 1) or in paragraph 1 above so long as there is no breach,
5 as defined below, of this Agreement. At the end of the tolling
6 period and if defendant has fulfilled all the terms and conditions of
7 the Agreement, the government shall not prosecute defendant for any
8 crimes related to the conduct described in the indictment (Doc.
9 No. 1) or in paragraph 1 above.

10 7. Defendant understands that when the government files a
11 motion to dismiss without prejudice pursuant to this Agreement, this
12 Agreement will be attached as an exhibit to that motion.

13 CONDITIONS

14 8. Defendant shall not violate any federal, state, or local
15 law (excluding minor traffic and parking violations).

16 9. Defendant shall sign a closing agreement with the Internal
17 Revenue Service ("IRS") finally determining defendant's tax
18 liabilities for 2014 and 2017, and permitting the IRS to assess and
19 collect the total sum of no more than \$49,931,911.19. This amount
20 includes the tax liability (described below), the civil penalty, and
21 statutory interest on that tax liability and civil penalty computed
22 to October 24, 2025. The defendant agrees that if he does not pay on
23 or before October 24, 2025, the IRS may assess additional statutory
24 interest on the tax liability and the civil penalty through the date
25 of payment.

1 10. Defendant shall pay all tax, penalties, and interest
2 pursuant to this closing agreement contemporaneously with the signing
3 of the closing agreement.

4 11. Defendant waives the right to file any claim for refund of
5 taxes, penalties, or interest for amounts to be paid pursuant to this
6 closing agreement.

7 12. Defendant agrees to withdraw his pending Claim for Refund
8 and Request for Abatement (Form 843) for additions to tax for 2014
9 dated August 26, 2016, contemporaneously with the signing of the
10 closing agreement.

11 13. Defendant agrees that the amounts paid pursuant to the
12 closing agreement shall be treated as non-tax-deductible amounts for
13 all tax purposes under United States law. Defendant agrees not to
14 claim, assert, or apply for, a tax deduction, tax credit, or any
15 other offset with regard to any United States federal, state, or
16 local tax, for any portion of the amounts paid pursuant to the
17 closing agreement.

18 14. Defendant agrees to not oppose the motion to dismiss
19 without prejudice, nor move or argue for dismissal with prejudice.

20 ADMISSIONS BY DEFENDANT

21 15. Defendant admits to the facts set forth below. Defendant
22 agrees that these admissions may be used against him in any
23 proceeding for any purpose, including as admissions in the event that
24 the government subsequently determines that he has breached this
25 Agreement and resumes prosecution of him for the charges in the
26 indictment. Defendant agrees to waive any claim under the United
27 States Constitution, Federal Rule of Criminal Procedure 11(f),
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1 Federal Rule of Evidence 410, and any other federal rule, that the
2 admissions in this Agreement, or any evidence derived therefrom,
3 cannot be used against him.

4 a. Defendant began acquiring bitcoins no later than April
5 2011. He also avidly promoted bitcoins and obtained the moniker
6 "Bitcoin Jesus."

7 b. In March 2014, he renounced his U.S. citizenship after
8 obtaining citizenship in St. Kitts and Nevis.

9 c. Following his renunciation, and due to his net worth,
10 he was required to file an Initial and Annual Expatriation Statement
11 (Form 8854) and to pay a tax on the constructive sale of his world-
12 wide assets as of the day before his expatriation date—March 2, 2014.

13 d. Defendant admits that as of March 2, 2014, he owned
14 and controlled at least 130,664.30 bitcoins. As of this date,
15 bitcoins were trading on various exchanges at approximately \$564 per
16 bitcoin. He admits that his bitcoins were therefore worth
17 approximately \$73,694,665. Defendant admits that the basis of these
18 bitcoins was no more than \$3,000,000.

19 e. Defendant admits that his bitcoins were an asset that
20 he was required to report on a Form 8854 and to pay tax on the
21 constructive sale thereof.

22 f. Defendant filed with the Internal Revenue Service a
23 2014 U.S. Nonresident Alien Income Tax Return (Form 1040NR) and Form
24 8854 on or about May 4, 2016. On those forms, defendant did not
25 report ownership of all of these bitcoins and did not report capital
26 gains from the constructive sale of all of these bitcoins.

1 g. Defendant's failure to report capital gains from the
2 constructive sale of all these bitcoins caused a tax loss for 2014 of
3 \$16,864,105.

4 h. Defendant admits that the understatement of tax on his
5 2014 tax return caused by his failure to report ownership of all his
6 bitcoins was willful. Defendant further admits, therefore, that he is
7 liable for the civil penalty imposed by Title 26, United States Code,
8 Section 6663, on the understatement of tax liability for 2014. The
9 civil penalty is \$12,648,078.75.

10 i. Defendant admits that statutory interest on the tax
11 liability and civil penalty is \$20,076,212.50 as of September 18,
12 2025.

13 OTHER TERMS OF THE AGREEMENT

14 16. The parties understand that this Agreement reflects the
15 unique facts and circumstances of this case and is not intended as
16 precedent for other cases.

17 17. Defendant agrees that neither he, nor any of his agents,
18 will make any public statements contradicting any of the admissions
19 he has made as part of this Agreement.

20 18. Defendant agrees to cooperate with the Internal Revenue
21 Service in the preparation of the closing agreement for 2014 and 2017
22 described in paragraph 9, including, but not limited to, providing to
23 the IRS original records or copies thereof, and any additional books
24 and records that the IRS may request.

25 19. Defendant also agrees, if necessary for the finalization of
26 the closing agreement described in paragraph 9 above, to not object
27 to a motion brought by the government for the entry of an order
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1 authorizing disclosure of documents, testimony and related
2 investigative materials which may constitute grand jury material,
3 preliminary to or in connection with any judicial proceeding,
4 pursuant to Federal Rule of Criminal Procedure 6(e)(3)(E)(i). In
5 addition, defendant agrees to not object to the government's
6 solicitation of consent from third parties who provided records or
7 other materials to the grand jury pursuant to grand jury subpoenas,
8 to turn those materials over to the IRS if necessary for the
9 finalization of the closing agreement described in paragraph 9 above.

10 TOLLING

11 20. The parties hereby agree and stipulate that the time period
12 beginning on the date the closing agreement is fully executed,
13 through three years thereafter (the "Tolling Period"), shall be
14 excluded from any calculation of time for the purposes of: (a)
15 applying any applicable federal statutes of limitations for the
16 offenses described in paragraph 1 or the indictment, and (b) any
17 constitutional, statutory, or common law defense, claim, or argument
18 relating to preindictment delay.

19 21. Having been fully advised by his attorneys of the potential
20 consequences of this Agreement, and his rights under the Fifth and
21 Sixth Amendment of the United States Constitution, the federal
22 statute of limitations, and Rule 48(b) of the Federal Rules of
23 Criminal Procedure, defendant expressly waives any right that he may
24 have to raise any defenses, claims, or arguments (including a motion
25 to dismiss for a violation of any statute of limitations) based in
26 whole or in part on the failure of a federal grand jury to return an
27 indictment during the Tolling Period charging any of the offenses
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1 described in paragraph 1 or the indictment. Nothing in this Agreement
2 shall be construed to permit the indictment or prosecution of
3 defendant for any offense as to which the applicable statute of
4 limitations has otherwise run.

5 BREACH OF AGREEMENT

6 22. Defendant agrees that if defendant, at any time within the
7 Tolling Period, knowingly violates or fails to perform any of
8 defendant's obligations or fails to satisfy any of the conditions or
9 terms of this Agreement ("a breach"), the government may declare this
10 agreement breached. All of defendant's obligations and all of the
11 conditions, including those set forth in paragraphs 8-15, and 17-21,
12 are material. A single breach of this agreement is sufficient for the
13 government to declare a breach.

14 23. During the Tolling Period, absent a breach, the government
15 shall not seek to bring charges against defendant for the offenses
16 described in paragraph 1 or the indictment.

17 24. In the event of a breach, the government shall provide
18 defendant with written notice of the conduct constituting a breach
19 through counsel reflected in this Agreement. Within forty-eight hours
20 of such notice, defendant may take action to remediate the breach. In
21 the event of a breach, the government may seek to bring charges
22 against defendant for the offenses described in paragraph 1 or the
23 indictment. The government may take into consideration defendant's
24 remedial actions in determining whether to do so.

25 25. Determination of whether defendant has breached this
26 Agreement and whether defendant's remedial actions have cured this
27 breach shall be within the sole discretion of the government.

1 Defendant shall not be deemed to have cured a breach without the
2 express agreement of the government in writing.

3 26. At the end of the Tolling Period and if there has not been
4 a breach for which the government has provided notice thereof as
5 described above, the government shall provide defendant with written
6 notice through counsel as reflected in this Agreement that no breach
7 of this Agreement has occurred during the Tolling Period.

8 27. After the expiration of the Tolling Period and if there has
9 not been a breach for which the government has provided notice
10 thereof as described above, the government shall not criminally
11 prosecute defendant for any crimes related to the conduct described
12 in the indictment (Doc. No. 1) or in paragraph 1 of this Agreement.
13 This Agreement does not provide any protection against prosecution
14 for any crimes except as set forth in this paragraph.

15 EFFECTIVE DATE OF AGREEMENT

16 28. The parties agree that this Agreement is effective upon
17 signature and execution of all required certifications by defendant,
18 defendant's counsel, and an authorized attorney for the United
19 States.

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NO ADDITIONAL AGREEMENTS

29. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the government and defendant or defendant's attorneys, and that no additional promise, understanding, or agreement may be entered into unless in writing signed by all parties or on the record in court.

UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF DEPUTY ATTORNEY GENERAL
KETAN BHIRUD
Associate Deputy Attorney General

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA
BILAL A. ESSAYLI
Acting United States Attorney



MATTHEW J. KLUGE
PETER J. ANTHONY
JAMES C. HUGHES
Attorneys for the United States

Sept. 23, 2025

Date



ROGER KEITH VER

September 23rd, 2025

Date



CHRISTOPHER M. KISE
JEFFREY A. NEIMAN
NINA MARINO
BRYAN C. SKARLATOS
EDWARD C. O'CALLAGHAN
SAMSON A. ENZER
Attorneys for Roger Keith Ver

23 SEPT 2025

Date

CERTIFICATION OF DEFENDANT

I, ROGER KEITH VER, assert and certify that 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 attorneys. I understand the terms of this Agreement, and I voluntarily agree to those terms.

I understand that those terms include a waiver of the statute of limitations for three years after the execution of the closing agreement with the IRS. I also understand that if I breach this Agreement during those three years, the government may bring against me the same charges that were in the indictment that was dismissed without prejudice.

I am aware of the fact that the Sixth Amendment to the Constitution of the United States provides that in all criminal prosecutions the accused shall enjoy the right to a speedy and public trial. I also am aware that Rule 48(b) of the Federal Rules of Criminal Procedure provides that the Court may dismiss an indictment, information, or complaint for unnecessary delay in presenting a charge to the Grand Jury, filing an information, or in bringing a defendant to trial. I hereby request the United States Attorney for the Central District of California to defer any prosecution of me for violations of Title 18, United States Code, Section 1341, and Title 26, United States Code, Sections 7201 and 7206(1) for the period of one month, and to induce the United States Attorney to defer such prosecution I agree and consent that any delay from the date of this Agreement to the date of initiation of prosecution, as provided for in the terms expressed herein, shall be deemed to be a necessary

1 delay at my request, and I waive any defense to such prosecution on
2 the ground that such delay operated to deny my rights under Rule
3 48(b) of the Federal Rules of Criminal Procedure and the Sixth
4 Amendment to the Constitution of the United States to a speedy trial.

5 No promises, inducements, or representations of any kind have
6 been made to me other than those contained in this Agreement. No one
7 has threatened or forced me in any way to enter into this Agreement.
8 I am satisfied with the representation of my attorneys in this
9 matter.

10 

11 _____
12 ROGER KEITH VER

September 23rd, 2025

Date