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Attorneys for Plaintiff
United States of America

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

YAHYA Z. YAGHMOUR,

Defendant.

CASE NO. 1:25-CR-00165-JLT-SKO

PLEA AGREEMENT

DATE: TBD
TIME: TBD
COURT: HON. JENNIFER L. THURSTON

I. INTRODUCTION

A. Scope of Agreement

The indictment in this case charges the defendant with a violation of 26 U.S.C. § 5861(d) – Possession of an Unregistered Firearm. This document contains the complete plea agreement between the United States Attorney’s Office for the Eastern District of California (the “government”) and the defendant regarding this case. This plea agreement is limited to the United States Attorney’s Office for the Eastern District of California and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities.

B. Court Not a Party

The Court is not a party to this plea agreement. Sentencing is a matter solely within the discretion of the Court, and the Court may take into consideration any and all facts and circumstances concerning the criminal activities of defendant, including activities that may not have been charged in

1 the indictment. The Court is under no obligation to accept any recommendations made by the
2 government, and the Court may in its discretion impose any sentence it deems appropriate up to and
3 including the statutory maximum stated in this plea agreement.

4 If the Court should impose any sentence up to the maximum established by the statute, the
5 defendant cannot, for that reason alone, withdraw his guilty plea, and he will remain bound to fulfill all
6 of the obligations under this plea agreement. The defendant understands neither the prosecutor, defense
7 counsel, nor the Court can make a binding prediction or promise regarding the sentence he will receive.

8 **II. DEFENDANT'S OBLIGATIONS**

9 **A. Guilty Plea**

10 The defendant will plead guilty to Count One, Possession of an Unregistered Firearm, in
11 violation of 26 U.S.C. § 5861(d). The defendant agrees that he is in fact guilty of these charges and that
12 the facts set forth in the Factual Basis For Plea attached hereto as Exhibit A are accurate.

13 The defendant agrees that this plea agreement will be filed with the Court and become a part of
14 the record of the case. The defendant understands and agrees that he will not be allowed to withdraw his
15 plea should the Court not follow the government's sentencing recommendations.

16 The defendant agrees that the statements made by him in signing this Agreement, including the
17 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by
18 the United States in any subsequent criminal or civil proceedings. The defendant waives any rights
19 under Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of
20 Evidence, to the extent these rules are inconsistent with this paragraph or with this Agreement generally.

21 **B. Sentencing Recommendation**

22 The defendant and his counsel may recommend whatever sentence they deem appropriate.

23 **C. Special Assessment**

24 The defendant agrees to pay a special assessment of \$100 at the time of sentencing by delivering
25 a check or money order payable to the United States District Court to the United States Probation Office
26 immediately before the sentencing hearing. If the defendant is unable to pay the special assessment at
27 the time of sentencing, he agrees to earn the money to pay the assessment, if necessary, by participating
28 in the Inmate Financial Responsibility Program.

D. Defendant's Violation of Plea Agreement or Withdrawal of Plea

If the defendant violates this plea agreement in any way, withdraws his plea, or tries to withdraw his plea, this plea agreement is voidable at the option of the government. The government will no longer be bound by its representations to the defendant concerning the limits on criminal prosecution and sentencing as set forth herein. One way a defendant violates the plea agreement is to commit any crime or provide any statement or testimony which proves to be knowingly false, misleading, or materially incomplete. Any post-plea conduct by a defendant constituting obstruction of justice will also be a violation of the agreement. The determination whether the defendant has violated the plea agreement shall be decided under a probable cause standard.

If the defendant violates the plea agreement, withdraws his plea, or tries to withdraw his plea, the government shall have the right: (1) to prosecute the defendant on any of the counts to which he pleaded guilty; (2) to reinstate any counts that may be dismissed pursuant to this plea agreement; and (3) to file any new charges that would otherwise be barred by this plea agreement. The defendant shall thereafter be subject to prosecution for any federal criminal violation of which the government has knowledge, including perjury, false statements, and obstruction of justice. The decision to pursue any or all of these options is solely in the discretion of the United States Attorney's Office.

By signing this plea agreement, the defendant agrees to waive any objections, motions, and defenses that the defendant might have to the government's decision to exercise the options stated in the previous paragraph. Any prosecutions that are not time-barred by the applicable statute of limitations as of the date of this plea agreement may be commenced in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this plea agreement and the commencement of any such prosecutions. The defendant agrees not to raise any objections based on the passage of time with respect to such counts including, but not limited to, any statutes of limitation or any objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as of the date of this plea agreement.

In addition: (1) all statements made by the defendant to the government or other designated law enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal, whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or

administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed. By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

E. Forfeiture

The defendant agrees to forfeit to the United States voluntarily and immediately all of his right title and interest to any and all assets subject to forfeiture pursuant to 26 U.S.C. § 5872, 28 U.S.C. § 2461(c) and 49 U.S.C. § 80303. Those assets include, but are not limited to, the following:

1. An Aero Precision LLC EPC-9 9-mm rifle, and associated parts, magazines and ammunition, seized from the Defendant's home on/about August 7, 2025.

The defendant agrees that the listed assets constitute property involved of a violation of 26 U.S.C. § 5861(d). The defendant agrees to fully assist the government in the forfeiture of the listed assets and to take whatever steps are necessary to pass clear title to the United States. The defendant shall not sell, transfer, convey, or otherwise dispose of any of his assets, including but not limited to, the above-listed assets.

The defendant agrees not to file a claim to any of the listed property in any civil proceeding, administrative or judicial, which may be initiated. The defendant agrees to waive his right to notice of any forfeiture proceeding involving this property, and agrees to not file a claim or assist others in filing a claim in that forfeiture proceeding.

The defendant knowingly and voluntarily waives his right to a jury trial on the forfeiture of assets. The defendant knowingly and voluntarily waives all constitutional, legal and equitable defenses to the forfeiture of these assets in any proceeding. The defendant agrees to waive any jeopardy defense, and agrees to waive any claim or defense under the Eighth Amendment to the United States Constitution, including any claim of excessive fine, to the forfeiture of the assets by the United States, the State of California or its subdivisions.

The defendant waives oral pronouncement of forfeiture at the time of sentencing, and any defenses or defects that may pertain to the forfeiture.

1 **III. THE GOVERNMENT'S OBLIGATIONS**

2 **A. Dismissals**

3 The government agrees not to bring any other charges arising from the conduct outlined in the
4 Factual Basis attached hereto as Exhibit A. The government also agrees to move, at the time of
5 sentencing, to dismiss the case, United States v. Yahya Z. Yaghmour, Case No. 1:25-cr-00164-JLT-
6 SKO. The government also agrees not to reinstate any dismissed count except if this agreement is
7 violated as set forth herein.

8 **B. Recommendations**

9 1. Incarceration Range

10 The government will recommend that the defendant be sentenced to a prison term at the low-end
11 of the applicable guideline range for his offense, as determined by the Court. The government may
12 recommend whatever it deems appropriate as to all other aspects of sentencing.

13 2. Acceptance of Responsibility

14 The government will recommend a two-level reduction (if the offense level is less than 16) or a
15 three-level reduction (if the offense level reaches 16) in the computation of defendant's offense level if
16 he clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G. § 3E1.1.
17 This includes the defendant meeting with and assisting the probation officer in the preparation of the
18 pre-sentence report, being truthful and candid with the probation officer, and not otherwise engaging in
19 conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either in the
20 preparation of the pre-sentence report or during the sentencing proceeding.

21 **C. Use of Information for Sentencing**

22 The government is free to provide full and accurate information to the Court and the United
23 States Probation Office ("Probation"), including answering any inquiries made by the Court and/or
24 Probation, and rebutting any inaccurate statements or arguments by the defendant, his attorney,
25 Probation, or the Court. The defendant also understands and agrees that nothing in this Plea Agreement
26 bars the government from defending on appeal or collateral review any sentence the Court may impose.

1 **IV. ELEMENTS OF THE OFFENSE**

2 At a trial, the government would have to prove beyond a reasonable doubt the following
3 elements of the offense to which the defendant is pleading guilty:

4 As to Count One, Possession of an Unlicensed Firearm, in violation of 26 U.S.C. § 5861(d):

5 First, the defendant knowingly possessed a firearm that was a rifle with a barrel length of less
6 than 16 inches;

7 Second, the defendant knew that the firearm was a rifle with a barrel length of less than 16
8 inches; and

9 Third, the defendant had not registered the firearm with the National Firearms Registration and
10 Transfer Record or otherwise registered the firearm as required.

11 The defendant fully understands the nature and elements of the crime charged in the indictment
12 to which he is pleading guilty, together with the possible defenses thereto, and has discussed them with
13 his attorney.

14 **V. MAXIMUM SENTENCE**

15 **A. Maximum Penalty**

16 The maximum sentence that the Court can impose is 10 years of incarceration, a fine of \$
17 250,000, a 3-year period of supervised release and a special assessment of \$100. In addition, the
18 defendant may be ineligible for certain federal and/or state assistance and/or benefits, pursuant to 21
19 U.S.C. § 862.

20 **B. Violations of Supervised Release**

21 The defendant understands that if he violates a condition of supervised release at any time during
22 the term of supervised release, the Court may revoke the term of supervised release and require the
23 defendant to serve up to 2 years of additional imprisonment.

24 **VI. SENTENCING DETERMINATION**

25 **A. Statutory Authority**

26 The defendant understands that the Court must consult the Federal Sentencing Guidelines and
27 must take them into account when determining a final sentence. The defendant understands that the
28 Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the

1 Sentencing Guidelines and must take them into account when determining a final sentence. The
2 defendant further understands that the Court will consider whether there is a basis for departure from the
3 guideline sentencing range (either above or below the guideline sentencing range) because there exists
4 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into
5 consideration by the Sentencing Commission in formulating the Guidelines. The defendant further
6 understands that the Court, after consultation and consideration of the Sentencing Guidelines, must
7 impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).
8 Sentencing Guidelines.

9 VII. WAIVERS

10 A. Waiver of Constitutional Rights

11 The defendant understands that by pleading guilty he is waiving the following constitutional
12 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to
13 be assisted at trial by an attorney, who would be appointed if necessary; (d) to pursue any affirmative
14 defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of
15 conviction, and other pretrial motions that have been filed or could be filed; (e) to subpoena witnesses to
16 testify on his behalf; (f) to confront and cross-examine witnesses against him; and (g) not to be
17 compelled to incriminate himself.

18 B. Waiver of Appeal and Collateral Attack

19 The defendant understands that the law gives the defendant a right to appeal his guilty plea,
20 conviction, and sentence. The defendant agrees as part of his plea/pleas, however, to give up the right to
21 appeal any aspect of the guilty plea, conviction, or the sentence imposed in this case. The defendant
22 understands that this waiver includes, but is not limited to, any and all constitutional and/or legal
23 challenges to the defendant's conviction and guilty plea, including arguments that the statutes to which
24 defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts
25 attached to this agreement is insufficient to support the defendant's plea of guilty.

26 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if
27 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the
28 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant

1 understands that these circumstances occur infrequently and that in almost all cases this Agreement
2 constitutes a complete waiver of all appellate rights.

3 In addition, regardless of the sentence the defendant receives, the defendant also gives up any
4 right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any
5 aspect of the guilty plea, conviction, or sentence imposed in this case, except for non-waivable claims.

6 Notwithstanding the agreement in paragraph III.A (Dismissals) above that the government will
7 move to dismiss counts against the defendant, if the defendant ever attempts to vacate his plea, dismiss
8 the underlying charges, or modify or set aside his sentence on any of the counts to which he is pleading
9 guilty, the government shall have the rights set forth in paragraph II.D (Defendant's Violation of Plea
10 Agreement) herein.

11 **C. Waiver of Attorneys' Fees and Costs**

12 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-
13 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the
14 investigation and prosecution of all charges in the above-captioned matter and of any related allegations
15 (including without limitation any charges to be dismissed pursuant to this plea agreement and any
16 charges previously dismissed).

17 **D. Impact of Plea on Defendant's Immigration Status**

18 Defendant recognizes that pleading guilty may have consequences with respect to his
19 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes
20 are removable offenses, including the offense to which the defendant is pleading guilty. The defendant
21 and his counsel have discussed the fact that the charge to which the defendant is pleading guilty is an
22 aggravated felony, or a crime that is likely to be determined to be an aggravated felony under 8 USC §
23 1101(a)(43), and that while there may be arguments that defendant can raise in immigration proceedings
24 to avoid or delay removal, it is virtually certain that defendant will be removed. Indeed, because the
25 defendant is pleading guilty to possession of an unlicensed firearm, removal is presumptively
26 mandatory. Removal and other immigration consequences are the subject of a separate proceeding,
27 however, and defendant understands that no one, including his attorney or the district court, can predict
28 to a certainty the effect of his conviction on his immigration status. Defendant nevertheless affirms that

1 he wants to plead guilty regardless of any immigration consequences that his plea may entail, even if the
2 consequence is his automatic removal from the United States.

3 **VIII. ENTIRE PLEA AGREEMENT**

4 Other than this plea agreement, no agreement, understanding, promise, or condition between the
5 government and the defendant exists, nor will such agreement, understanding, promise, or condition
6 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and
7 counsel for the United States.

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IX. APPROVALS AND SIGNATURES

A. Defense Counsel

I have read this plea agreement and have discussed it fully with my client. The plea agreement accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to plead guilty as set forth in this plea agreement.

Dated: 8/3/26


CHRISTINA CORCORAN
Assistant Federal Defender

B. Defendant

I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my case. No other promises or inducements have been made to me, other than those contained in this plea agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement. Finally, I am satisfied with the representation of my attorney in this case.

Dated: 08/03/2026


YAHYA Z. YAGHMOUR
Defendant

C. Attorney for the United States

I accept and agree to this plea agreement on behalf of the government.

Dated: August 4, 2026

ERIC GRANT
United States Attorney

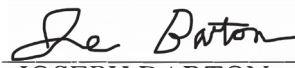
By: 
JOSEPH BARTON
Assistant United States Attorney

EXHIBIT A

Factual Basis for Plea

If this matter proceeded to trial, the United States would establish the following facts beyond a reasonable doubt which the defendant Yahya Z. Yaghmour agrees are true and correct:

On August 7, 2025, in Fresno, California, in the State and Eastern District of California, Defendant Yahya Z. Yaghmour possessed a short-barreled rifle, specifically an Aero Precision LLC EPC-9 9-mm rifle with a barrel length of less than 16 inches (the "Firearm"), which was not registered to him in the National Firearm Registration and Transfer Record. Yaghmour stored the Firearm in his safe at his house in Fresno, California. At the time Yaghmour possessed the Firearm, he knew that the Firearm was a rifle with a barrel length of less than 16 inches because he built the Firearm himself.

This was all in violation of 26 U.S.C. § 5861(d).

I, YAHYA Z. YAGHMOUR, have read the Factual Basis for Plea and agree to the facts and stipulations contained therein.

Dated: _____

08/03/2026



YAHYA Z. YAGHMOUR
Defendant