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 19 UNITED STATES DISTRICT COURT

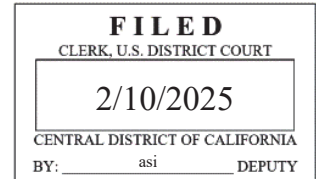
20 FOR THE CENTRAL DISTRICT OF CALIFORNIA

21 UNITED STATES OF AMERICA,
 22 Plaintiff,
 23 v.
 24 IBRAHIM AMEEN ALHUSSEINI,
 25 Defendant.

No. CR 25-00042-SVW

PLEA AGREEMENT FOR DEFENDANT
IBRAHIM AMEEN ALHUSSEINI

26
 27 1. This constitutes the plea agreement between IBRAHIM AMEEN
 28 ALHUSSEINI ("defendant") and the United States Attorney's Office for



1 the Central District of California (the "USAO") and the Fraud Section
2 of the U.S. Department of Justice ("DOJ" and together with the USAO,
3 the "United States") in the above-captioned case. This agreement is
4 limited to the USAO and DOJ and cannot bind any other federal, state,
5 local, or foreign prosecuting, enforcement, administrative, or
6 regulatory authorities.

7 DEFENDANT'S OBLIGATIONS

8 2. Defendant agrees to:

9 a. Give up the right to indictment by a grand jury and,
10 at the earliest opportunity requested by the United States and
11 provided by the Court, appear and plead guilty to the single-count
12 superseding information in United States v. Ibrahim Ameen AlHusseini,
13 CR No. 25-00052-SVW, in the form attached to this agreement as
14 Exhibit A or a substantially similar form, which charges defendant
15 with wire fraud, in violation of 18 U.S.C. § 1343.

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

17 c. Abide by all agreements regarding sentencing contained
18 in this agreement.

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

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

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

28

1 g. Pay the applicable special assessment at or before the
2 time of sentencing unless defendant has demonstrated a lack of
3 ability to pay such assessments.

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

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

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

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

25 3. Defendant further agrees to cooperate fully with the United
26 States, the Federal Bureau of Investigation and United States Postal
27 Inspection Service, and, as directed by the United States, any other
28 federal, state, local, or foreign prosecuting, enforcement,

1 administrative, or regulatory authority. This cooperation requires
2 defendant to:

3 a. Respond truthfully and completely to all questions
4 that may be put to defendant, whether in interviews, before a grand
5 jury, or at any trial or other court proceeding.

6 b. Attend all meetings, grand jury sessions, trials or
7 other proceedings at which defendant's presence is requested by the
8 United States or compelled by subpoena or court order.

9 c. Produce voluntarily all documents, records, or other
10 tangible evidence relating to matters about which the United States,
11 or its designee, inquires.

12 d. If requested to do so by the United States, act in an
13 undercover capacity to the best of defendant's ability in connection
14 with criminal investigations by federal, state, local, or foreign law
15 enforcement authorities, in accordance with the express instructions
16 of those law enforcement authorities. Defendant agrees not to act in
17 an undercover capacity, tape record any conversations, or gather any
18 evidence except after a request by the United States and in
19 accordance with express instructions of federal, state, local, or
20 foreign law enforcement authorities.

21 4. For purposes of this agreement: (1) "Cooperation
22 Information" shall mean any statements made, or documents, records,
23 tangible evidence, or other information provided, by defendant
24 pursuant to defendant's cooperation under this agreement or pursuant
25 to the letter agreement previously entered into by the parties dated
26 December 17, 2024 (the "Letter Agreement"); and (2) "Plea
27 Information" shall mean any statements made by defendant, under oath,
28

1 at the guilty plea hearing and the agreed to factual basis statement
2 in this agreement.

3 THE UNITED STATES' OBLIGATIONS

4 5. The United States agrees to:

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

6 b. Abide by all agreements regarding sentencing contained
7 in this agreement.

8 c. At the time of sentencing, move to dismiss the
9 underlying information as against defendant. Defendant agrees,
10 however, that at the time of sentencing the Court may consider any
11 dismissed charges in determining the applicable Sentencing Guidelines
12 range, the propriety and extent of any departure from that range, and
13 the sentence to be imposed.

14 d. At the time of sentencing, provided that defendant
15 demonstrates an acceptance of responsibility for the offense up to
16 and including the time of sentencing, recommend a two-level reduction
17 in the applicable Sentencing Guidelines offense level, pursuant to
18 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
19 additional one-level reduction if available under that section.

20 6. The United States further agrees:

21 a. Not to offer as evidence in its case-in-chief in the
22 above-captioned case or any other criminal prosecution that may be
23 brought against defendant by the United States, or in connection with
24 any sentencing proceeding in any criminal case that may be brought
25 against defendant by the United States, any Cooperation Information.
26 Defendant agrees, however, that the United States may use both
27 Cooperation Information and Plea Information: (1) to obtain and
28 pursue leads to other evidence, which evidence may be used for any

1 purpose, including any criminal prosecution of defendant; (2) to
2 cross-examine defendant should defendant testify, or to rebut any
3 evidence offered, or argument or representation made, by defendant,
4 defendant's counsel, or a witness called by defendant in any trial,
5 sentencing hearing, or other court proceeding; and (3) in any
6 criminal prosecution of defendant for false statement, obstruction of
7 justice, or perjury.

8 b. Not to use Cooperation Information against defendant
9 at sentencing for the purpose of determining the applicable guideline
10 range, including the appropriateness of an upward departure, or the
11 sentence to be imposed, and to recommend to the Court that
12 Cooperation Information not be used in determining the applicable
13 guideline range or the sentence to be imposed. Defendant
14 understands, however, that Cooperation Information will be disclosed
15 to the United States Probation and Pretrial Services Office and the
16 Court, and that the Court may use Cooperation Information for the
17 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the
18 sentence to be imposed.

19 c. In connection with defendant's sentencing, to bring to
20 the Court's attention the nature and extent of defendant's
21 cooperation.

22 d. If the United States determines, in its exclusive
23 judgment, that defendant has both complied with defendant's
24 obligations under paragraphs 2 and 3 above and provided substantial
25 assistance to law enforcement in the prosecution or investigation of
26 another ("substantial assistance"), to move the Court pursuant to
27 U.S.S.G. § 5K1.1 to fix an offense level and corresponding guideline
28

1 range below that otherwise dictated by the sentencing guidelines, and
2 to recommend a term of imprisonment within this reduced range.

3 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

4 7. Defendant understands the following:

5 a. Any knowingly false or misleading statement by
6 defendant will subject defendant to prosecution for false statement,
7 obstruction of justice, and perjury and will constitute a breach by
8 defendant of this agreement.

9 b. Nothing in this agreement requires the United States
10 or any other prosecuting, enforcement, administrative, or regulatory
11 authority to accept any cooperation or assistance that defendant may
12 offer, or to use it in any particular way.

13 c. Defendant cannot withdraw defendant's guilty plea if
14 the United States does not make a motion pursuant to U.S.S.G. § 5K1.1
15 for a reduced guideline range or if the United States makes such a
16 motion and the Court does not grant it or if the Court grants such a
17 United States motion but elects to sentence above the reduced range.

18 d. At this time the United States makes no agreement or
19 representation as to whether any cooperation that defendant has
20 provided or intends to provide constitutes or will constitute
21 substantial assistance. The decision whether defendant has provided
22 substantial assistance will rest solely within the exclusive judgment
23 of the United States.

24 e. The United States' determination whether defendant has
25 provided substantial assistance will not depend in any way on whether
26 the government prevails at any trial or court hearing in which
27 defendant testifies or in which the government otherwise presents
28 information resulting from defendant's cooperation.

1 NATURE OF THE OFFENSE

2 8. Defendant understands that for defendant to be guilty of
3 the crime charged in the first superseding information, that is, wire
4 fraud, in violation of Title 18, United States Code, Section 1343,
5 the following must be true: (1) defendant knowingly participated in a
6 scheme or plan to defraud, or a scheme or plan for obtaining money or
7 property by means of false or fraudulent pretenses, representations,
8 or promises; (2) statements made as part of the scheme were material,
9 that is, they had a natural tendency to influence, or were capable of
10 influencing, a person to part with money or property; (3) defendant
11 acted with the intent to defraud, that is, the intent to deceive and
12 cheat; and (4) defendant used, or caused to be used, an interstate
13 wire communication to carry out or attempt to carry out an essential
14 part of the scheme.

15 PENALTIES AND RESTITUTION

16 9. Defendant understands that the statutory maximum sentence
17 that the Court can impose for a violation of Title 18, United States
18 Code, Section 1343, is: 20 years imprisonment; a 3-year period of
19 supervised release; a fine of \$250,000 or twice the gross gain or
20 gross loss resulting from the offense, whichever is greatest; and a
21 mandatory special assessment of \$100.

22 10. Defendant understands that defendant will be required to
23 pay full restitution to the victim(s) of the offense to which
24 defendant is pleading guilty. Defendant agrees that, in return for
25 the United States' compliance with its obligations under this
26 agreement, the Court may order restitution to persons other than the
27 victim(s) of the offense to which defendant is pleading guilty and in
28 amounts greater than those alleged in the count to which defendant is

1 pleading guilty. In particular, defendant agrees that the Court may
2 order restitution to any victim of any relevant conduct, as defined
3 in U.S.S.G. § 1B1.3, in connection with the offense to which
4 defendant is pleading guilty for any losses suffered by that victim
5 as a result. The parties currently believe that the applicable
6 amount of restitution is approximately \$145 million, and the
7 defendant agrees that the Court may order restitution in the amount
8 of \$145 million based on this agreement, but recognize and agree that
9 this amount could change based on facts that come to the attention of
10 the parties prior to sentencing.

11 11. Defendant understands that supervised release is a period
12 of time following imprisonment during which defendant will be subject
13 to various restrictions and requirements. Defendant understands that
14 if defendant violates one or more of the conditions of any supervised
15 release imposed, defendant may be returned to prison for all or part
16 of the term of supervised release authorized by statute for the
17 offense that resulted in the term of supervised release, which could
18 result in defendant serving a total term of imprisonment greater than
19 the statutory maximum stated above.

20 12. Defendant understands that, by pleading guilty, defendant
21 may be giving up valuable government benefits and valuable civic
22 rights, such as the right to vote, the right to possess a firearm,
23 the right to hold office, and the right to serve on a jury.
24 Defendant understands that he is pleading guilty to a felony and that
25 it is a federal crime for a convicted felon to possess a firearm or
26 ammunition. Defendant understands that the conviction in this case
27 may also subject defendant to various other collateral consequences,
28 including but not limited to revocation of probation, parole, or

1 supervised release in another case and suspension or revocation of a
2 professional license. Defendant understands that unanticipated
3 collateral consequences will not serve as grounds to withdraw
4 defendant's guilty plea.

5 13. Defendant and his counsel have discussed the fact that, and
6 defendant understands that, if defendant is not a United States
7 citizen, the conviction in this case makes it practically inevitable
8 and a virtual certainty that defendant will be removed or deported
9 from the United States. Defendant may also be denied United States
10 citizenship and admission to the United States in the future.
11 Defendant understands that while there may be arguments that
12 defendant can raise in immigration proceedings to avoid or delay
13 removal, removal is presumptively mandatory and a virtual certainty
14 in this case. Defendant further understands that removal and
15 immigration consequences are the subject of a separate proceeding and
16 that no one, including his attorney or the Court, can predict to an
17 absolute certainty the effect of his conviction on his immigration
18 status. Defendant nevertheless affirms that he wants to plead guilty
19 regardless of any immigration consequences that his plea may entail,
20 even if the consequence is automatic removal from the United States.

21 FACTUAL BASIS

22 14. Defendant admits that defendant is, in fact, guilty of the
23 offense to which defendant is agreeing to plead guilty. Defendant
24 and the United States agree to the statement of facts provided below
25 and agree that this statement of facts is sufficient to support a
26 plea of guilty to the charge described in this agreement and to
27 establish the Sentencing Guidelines factors set forth in paragraph 15
28 below but is not meant to be a complete recitation of all facts

1 relevant to the underlying criminal conduct or all facts known to
2 either party that relate to that conduct.

3 Beginning no later than in or about March 2020, and continuing
4 through in or about February 2023, in Los Angeles County, within the
5 Central District of California, and elsewhere, defendant along with
6 Joseph Sanberg ("Sanberg"), knowingly and with intent to defraud,
7 participated in and executed a scheme to defraud INVESTOR FUND A and
8 INVESTOR FUND B, as to material matters, and to obtain money and
9 property from these victims by means of material false and fraudulent
10 pretenses, representations, and promises, including untrue statements
11 and omissions concerning defendant's financial assets and net worth.

12 Beginning no later than January 2020, Sanberg, who was an
13 associate of defendant, began negotiating the terms of a \$55 million
14 loan from INVESTOR FUND A to Sanberg. Under the terms of the loan,
15 Sanberg pledged approximately 10.3 million shares of stock in
16 Aspiration Partners as collateral. On or around January 26, 2020,
17 Sanberg introduced defendant to INVESTMENT ADVISER 1 to be the seller
18 of a put option to INVESTOR FUND A. Sanberg also guided defendant in
19 his negotiations with INVESTMENT ADVISER 1 regarding the March 2020
20 put option. As a condition of making the loan to Sanberg, INVESTMENT
21 ADVISER 1 negotiated for INVESTOR FUND A to purchase a put option
22 from defendant and two corporate entities that defendant controlled
23 (the "March 2020 put option"). The March 2020 put option
24 contractually required defendant to pay \$55 million to INVESTOR FUND
25 A if Sanberg defaulted on the \$55 million loan and acted as a form of
26 a financial guarantee on the \$55 million loan from INVESTOR FUND A to
27 Sanberg by mitigating the risk to INVESTOR FUND A if Sanberg
28 defaulted on the loan. Specifically, in the event of Sanberg's

1 default on the loan, defendant was obligated to purchase the
2 approximately 10.3 million shares of Aspiration Partners stock that
3 Sanberg pledged against the \$55 million loan as collateral.
4 Defendant knew that INVESTOR FUND A's \$55 million loan to Sanberg was
5 contingent on INVESTOR FUND A entering into the March 2020 put option
6 agreement with defendant.

7 The terms of the March 2020 put option also required that
8 defendant and the two co-signing entities he controlled maintain a
9 collective total net worth of \$137,500,000 and a liquid net worth of
10 \$68,750,000 to have sufficient assets to pay \$55 million to INVESTOR
11 FUND A if Sanberg defaulted. At all relevant times, defendant did
12 not have, and Sanberg knew that defendant did not have, a liquid net
13 worth or sufficient assets to satisfy those requirements. At
14 Sanberg's direction, defendant made untrue statements of material
15 fact to INVESTOR FUND A about defendant's personal wealth, and
16 defendant provided INVESTOR FUND A with falsified account statements
17 for defendant's brokerage accounts at BROKER 1 and defendant's
18 personal bank accounts. Defendant and Sanberg knew that the
19 falsified statements inflated the value of the assets in defendant's
20 accounts by tens of millions of dollars.

21 For example, on or about March 10, 2020, defendant sent a
22 document by email to INVESTMENT ADVISER 1 that defendant falsely
23 claimed was his true and accurate securities brokerage account
24 statement with BROKER 1 as of December 31, 2019. Defendant's
25 falsified account statement stated that defendant held more than \$86
26 million in securities in accounts at BROKER 1. In reality,
27 defendant's BROKER 1 accounts held a total of approximately
28 \$4,390.10. Defendant also sent a document that he falsely claimed

1 was a true and accurate statement of his personal bank accounts as of
2 February 20, 2020. Defendant's falsified bank account statement
3 stated that defendant held more than \$25 million in those bank
4 accounts. In reality, as of February 20, 2020, defendant's bank
5 accounts held a total of approximately \$43,267.74.

6 On or about March 16, 2020, INVESTOR FUND A purchased the March
7 2020 put option from defendant. Under the terms of the March 2020
8 put option, defendant received approximately \$6 million of the \$55
9 million loan at the time of the loan's execution as consideration
10 (also known as a "premium payment") for guaranteeing Sanberg's
11 repayment of the loan.

12 On or about November 4, 2021, Sanberg refinanced the loan
13 against his 10.3 million shares of Aspiration Partners stock. Under
14 the refinanced loan, INVESTOR FUND B loaned \$145 million to Sanberg,
15 and Sanberg pledged approximately 10.3 million shares of Aspiration
16 Partners stock as collateral. INVESTMENT ADVISER 1 negotiated for
17 INVESTOR FUND B to purchase a new put option from defendant, in which
18 defendant was obligated to pay \$65 million to INVESTOR FUND B if
19 Sanberg defaulted on the \$145 million loan (the "November 2021 put
20 option"). Defendant knew that INVESTOR FUND B's \$145 million loan to
21 Sanberg was contingent on INVESTOR FUND B entering into the November
22 2021 put option agreement with defendant.

23 On or about November 3, 2021, defendant caused his agent in
24 California, to send an interstate wire communication, specifically an
25 email, to INVESTMENT ADVISER 1, located in New York, and others, that
26 contained documents that defendant falsely claimed were a true and
27 accurate account statement as of September 30, 2021, of defendant's
28 investment portfolio with BROKER 1, and a true and accurate

1 statement, as of September 22, 2021, of defendant's personal bank
2 accounts. The falsified BROKER 1 account statement stated that
3 defendant held more than \$199 million in securities in accounts at
4 BROKER 1. In reality, defendant's BROKER 1 account statements show
5 that as of September 30, 2021, defendant's BROKER 1 accounts held a
6 total of approximately \$2,693.63. The falsified personal bank
7 account statements stated that, as of September 22, 2021, defendant
8 held more than \$21 million in his accounts. In reality, defendant's
9 personal bank account statements show that as of September 22, 2021,
10 his personal bank accounts held a total of approximately \$11,556.89.
11 The next day, INVESTOR FUND B purchased the November 2021 put option
12 from defendant. The terms of the November 2021 put option similarly
13 required that defendant have sufficient assets to pay \$65 million to
14 INVESTOR FUND B in the event of Sanberg's default. Under the terms
15 of the November 2021 put option, defendant received approximately
16 \$6.3 million at the time of execution as a premium payment in
17 consideration for guaranteeing Sanberg's repayment of the loan.

18 To maintain and conceal defendant's deception of INVESTMENT
19 ADVISER 1, INVESTOR FUND A, and INVESTOR FUND B, defendant submitted
20 or caused to be submitted falsified brokerage and personal bank
21 account statements to INVESTMENT ADVISER 1 on at least 24 occasions
22 between in or around April 2020 and in or around February 2023.
23 Defendant caused the falsified statements to be altered at Sanberg's
24 direction and with Sanberg's assistance and then submitted or caused
25 his agent to submit the statements to INVESTMENT ADVISER 1. Nearly
26 all of these transmissions were accompanied by a certificate of
27 compliance, in which defendant affirmed by electronic signature that
28 the brokerage and personal bank account statements, among other

1 statements, were "in each case true, correct and complete copies."
2 The falsified brokerage statements represented that defendant's
3 brokerage account held highly liquid and publicly tradeable
4 securities that were, depending on the month and year, worth between
5 approximately \$80 million to \$200 million. In fact, defendant's
6 brokerage account during this period held between approximately
7 \$2,000 and \$15,000. The falsified personal bank statements
8 represented that defendant's bank accounts were worth between
9 approximately \$21 million to \$25 million. In fact, defendant's
10 personal bank accounts during this period held between approximately
11 \$11,000 and \$500,000.

12 On or about November 2022, Sanberg defaulted on the loan to
13 INVESTOR FUND B, and to secure a forbearance, defendant signed a
14 December 5, 2022, amendment with INVESTOR FUND B that raised the put
15 option price to \$75 million. On or about June 27, 2023, after
16 Sanberg defaulted on the \$145 million loan, INVESTOR FUND B exercised
17 the November 2021 put option that contractually required defendant to
18 pay INVESTOR FUND B \$75 million in exchange for approximately 10.3
19 million shares of Aspiration Partners stock. Defendant admits that
20 INVESTOR FUND B had losses of approximately \$145 million, and
21 defendant personally received approximately \$12.3 million in put
22 premium payments.

23 SENTENCING FACTORS

24 15. Defendant understands that in determining defendant's
25 sentence the Court is required to calculate the applicable Sentencing
26 Guidelines range and to consider that range, possible departures
27 under the Sentencing Guidelines, and the other sentencing factors set
28 forth in 18 U.S.C. § 3553(a). Defendant understands that the

1 Sentencing Guidelines are advisory only, that defendant cannot have
2 any expectation of receiving a sentence within the calculated
3 Sentencing Guidelines range, and that after considering the
4 Sentencing Guidelines and the other § 3553(a) factors, the Court will
5 be free to exercise its discretion to impose any sentence it finds
6 appropriate up to the maximum set by statute for the crime of
7 conviction.

8 16. Defendant and the United States agree to the following
9 applicable Sentencing Guidelines factors:

10 Base Offense Level: 7 [U.S.S.G. § 2B1.1(a)(1)]

11 Loss more than \$65,000,000 +24 [U.S.S.G. § 2B1.1(b)(1)(M)]

12 At the time of sentencing, the government will recommend that the
13 Court apply a four-level downward departure/variance pursuant to 18
14 U.S.C. § 3553(a) because the Sentencing Guidelines calculation of
15 loss in the amount of \$145 million overstates the seriousness of the
16 offense as it relates to defendant ALHUSSEINI. Defendant and the
17 United States reserve the right to argue that additional specific
18 offense characteristics, adjustments, and departures under the
19 Sentencing Guidelines are appropriate.

20 17. Defendant understands that there is no agreement as to
21 defendant's criminal history or criminal history category.

22 18. Defendant and the United States reserve the right to argue
23 for a sentence outside the sentencing range established by the
24 Sentencing Guidelines based on the factors set forth in 18 U.S.C.
25 § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

26 WAIVER OF CONSTITUTIONAL RIGHTS

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

1 a. The right to persist in a plea of not guilty.

2 b. The right to a speedy and public trial by jury.

3 c. The right to be represented by counsel - and if
4 necessary have the Court appoint counsel - at trial. Defendant
5 understands, however, that, defendant retains the right to be
6 represented by counsel - and if necessary have the Court appoint
7 counsel - at every other stage of the proceeding.

8 d. The right to be presumed innocent and to have the
9 burden of proof placed on the government to prove defendant guilty
10 beyond a reasonable doubt.

11 e. The right to confront and cross-examine witnesses
12 against defendant.

13 f. The right to testify and to present evidence in
14 opposition to the charges, including the right to compel the
15 attendance of witnesses to testify.

16 g. The right not to be compelled to testify, and, if
17 defendant chose not to testify or present evidence, to have that
18 choice not be used against defendant.

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

22 WAIVER OF APPEAL OF CONVICTION

23 20. Defendant understands that, with the exception of an appeal
24 based on a claim that defendant's guilty plea was involuntary, by
25 pleading guilty defendant is waiving and giving up any right to
26 appeal defendant's conviction on the offense to which defendant is
27 pleading guilty. Defendant understands that this waiver includes,
28 but is not limited to, arguments that the statute to which defendant

1 is pleading guilty is unconstitutional, and any and all claims that
2 the statement of facts provided herein is insufficient to support
3 defendant's plea of guilty.

4 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

5 21. Defendant gives up the right to appeal all of the
6 following: (a) the procedures and calculations used to determine and
7 impose any portion of the sentence; (b) the term of imprisonment
8 imposed by the Court, including, to the extent permitted by law, the
9 constitutionality or legality of defendant's sentence, provided it is
10 within the statutory maximum; (c) the fine imposed by the court,
11 provided it is within the statutory maximum; (d) to the extent
12 permitted by law, the constitutionality or legality of defendant's
13 sentence, provided it is within the statutory maximum; (e) the amount
14 and terms of any restitution order, provided it requires payment of
15 no more than \$145 million; (f) the term of probation or supervised
16 release imposed by the Court, provided it is within the statutory
17 maximum; and (g) any of the following conditions of probation or
18 supervised release imposed by the Court: the conditions set forth in
19 Second Amended General Order 20-04 of this Court; the drug testing
20 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
21 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

22 22. The United States agrees that, provided (a) all portions of
23 the sentence are at or below the statutory maximum specified above
24 and (b) the Court imposes a term of imprisonment within or above the
25 range corresponding to an offense level of 22 and the criminal
26 history category calculated by the Court, the United States gives up
27 its right to appeal any portion of the sentence, with the exception
28

1 that the United States reserves the right to appeal the amount of
2 restitution ordered if that amount is less than \$145 million.

3 WAIVER OF COLLATERAL ATTACK

4 23. Defendant also gives up any right to bring a post-
5 conviction collateral attack on the conviction or sentence, including
6 any order of restitution, except a post-conviction collateral attack
7 based on a claim of ineffective assistance of counsel, a claim of
8 newly discovered evidence, or an explicitly retroactive change in the
9 applicable Sentencing Guidelines, sentencing statutes, or statutes of
10 conviction. Defendant understands that this waiver includes, but is
11 not limited to, arguments that the statute to which defendant is
12 pleading guilty is unconstitutional, and any and all claims that the
13 statement of facts provided herein is insufficient to support
14 defendant's plea of guilty.

15 RESULT OF WITHDRAWAL OF GUILTY PLEA

16 24. Defendant agrees that if, after entering a guilty plea
17 pursuant to this agreement, defendant seeks to withdraw and succeeds
18 in withdrawing defendant's guilty plea on any basis other than a
19 claim and finding that entry into this plea agreement was
20 involuntary, then (a) the United States will be relieved of all of
21 its obligations under this agreement, including in particular its
22 obligations regarding the use of Cooperation Information; (b) in any
23 investigation, criminal prosecution, or civil, administrative, or
24 regulatory action, defendant agrees that any Cooperation Information
25 and any evidence derived from any Cooperation Information shall be
26 admissible against defendant, and defendant will not assert, and
27 hereby waives and gives up, any claim under the United States
28 Constitution, any statute, or any federal rule, that any Cooperation

1 Information or any evidence derived from any Cooperation Information
2 should be suppressed or is inadmissible; and (c) should the United
3 States choose to pursue any charge that was either dismissed or not
4 filed as a result of this agreement, then (i) any applicable statute
5 of limitations will be tolled between the date of defendant's signing
6 of this agreement and the filing commencing any such action; and
7 (ii) defendant waives and gives up all defenses based on the statute
8 of limitations, any claim of pre-indictment delay, or any speedy
9 trial claim with respect to any such action, except to the extent
10 that such defenses existed as of the date of defendant's signing this
11 agreement.

12 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

13 25. Defendant agrees that if the count of conviction is
14 vacated, reversed, or set aside, both the United States and defendant
15 will be released from all their obligations under this agreement.

16 EFFECTIVE DATE OF AGREEMENT

17 26. This agreement is effective upon signature and execution of
18 all required certifications by defendant, defendant's counsel, and an
19 Assistant United States Attorney.

20 BREACH OF AGREEMENT

21 27. Defendant agrees that if defendant, at any time after the
22 signature of this agreement and execution of all required
23 certifications by defendant, defendant's counsel, and an Assistant
24 United States Attorney, knowingly violates or fails to perform any of
25 defendant's obligations under this agreement ("a breach"), the United
26 States may declare this agreement breached. For example, if
27 defendant knowingly, in an interview, before a grand jury, or at
28 trial, falsely accuses another person of criminal conduct or falsely

1 minimizes defendant's own role, or the role of another, in criminal
2 conduct, defendant will have breached this agreement. All of
3 defendant's obligations are material, a single breach of this
4 agreement is sufficient for the United States to declare a breach,
5 and defendant shall not be deemed to have cured a breach without the
6 express agreement of the United States in writing. If the United
7 States declares this agreement breached, and the Court finds such a
8 breach to have occurred, then:

9 a. If defendant has previously entered a guilty plea
10 pursuant to this agreement, defendant will not be able to withdraw
11 the guilty plea.

12 b. The United States will be relieved of all its
13 obligations under this agreement; in particular, the United States:
14 (i) will no longer be bound by any agreements concerning sentencing
15 and will be free to seek any sentence up to the statutory maximum for
16 the crime to which defendant has pleaded guilty; (ii) will no longer
17 be bound by any agreements regarding criminal prosecution, and will
18 be free to criminally prosecute defendant for any crime, including
19 charges that the United States would otherwise have been obligated to
20 dismiss pursuant to this agreement; and (iii) will no longer be bound
21 by any agreement regarding the use of Cooperation Information and
22 will be free to use any Cooperation Information in any way in any
23 investigation, criminal prosecution, or civil, administrative, or
24 regulatory action.

25 c. The United States will be free to criminally prosecute
26 defendant for false statement, obstruction of justice, and perjury
27 based on any knowingly false or misleading statement by defendant.

28

1 d. In any investigation, criminal prosecution, or civil,
2 administrative, or regulatory action: (i) defendant will not assert,
3 and hereby waives and gives up, any claim that any Cooperation
4 Information was obtained in violation of the Fifth Amendment
5 privilege against compelled self-incrimination; and (ii) defendant
6 agrees that any Cooperation Information and any Plea Information, as
7 well as any evidence derived from any Cooperation Information or any
8 Plea Information, shall be admissible against defendant, and
9 defendant will not assert, and hereby waives and gives up, any claim
10 under the United States Constitution, any statute, Rule 410 of the
11 Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
12 Criminal Procedure, or any other federal rule, that any Cooperation
13 Information, any Plea Information, or any evidence derived from any
14 Cooperation Information or any Plea Information should be suppressed
15 or is inadmissible.

16 28. Following the Court's finding of a knowing breach of this
17 agreement by defendant, should the United States choose to pursue any
18 charge that was either dismissed or not filed as a result of this
19 agreement, then:

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

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

28

1 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2 OFFICE NOT PARTIES

3 29. Defendant understands that the Court and the United States
4 Probation and Pretrial Services Office are not parties to this
5 agreement and need not accept any of the United States' sentencing
6 recommendations or the parties' agreements to facts or sentencing
7 factors.

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

24 31. Defendant understands that even if the Court ignores any
25 sentencing recommendation, finds facts or reaches conclusions
26 different from those agreed to, and/or imposes any sentence up to the
27 maximum established by statute, defendant cannot, for that reason,
28 withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be within
5 the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 32. Defendant understands that, except as set forth herein,
8 there are no promises, understandings, or agreements between the
9 United States and defendant or defendant's attorney, and that no
10 additional promise, understanding, or agreement may be entered into
11 unless in a writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

33. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

JOSEPH T. MCNALLY
Acting United States Attorney



2/7/2025

BRETT A. SAGEL
JENNA G. WILLIAMS
NISHA CHANDRAN
Assistant United States Attorneys

Date

FRAUD SECTION OF THE U.S.
DEPARTMENT OF JUSTICE

GLENN S. LEON
Chief, Fraud Section
Criminal Division



THEODORE M. KNELLER
ADAM L.D. STEMPEL
Trial Attorneys, Fraud Section
Criminal Division



IBRAHIM AMEEN ALHUSSEINI
Defendant

02/07/2025

Date



RANDY S. GROSSMAN
NAEUN RIM
ANDREW BESHAI
JESSICA NALL
Attorney for Defendant IBRAHIM
AMEEN ALHUSSEINI

02/07/25

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



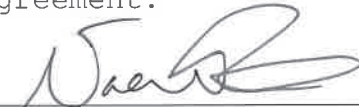
IBRAHIM AMEEN ALHUSSEINI
Defendant

02/07/2025

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am one of IBRAHIM AMEEN ALHUSSEINI's attorneys. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



02/07/25

RANDY S. GROSSMAN
NAEUN RIM
ANDREW BESHAI
JESSICA NALL
Attorneys for Defendant IBRAHIM
AMEEN ALHUSSEINI

Date