

FILED ENTERED
LODGED RECEIVED

Judge James L. Robart

APR 19 2018

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff

v.

GHOBAD GHASEMPOUR,

Defendant.

NO. CR18-80

PLEA AGREEMENT

The United States of America, by and through Jessie K. Liu, United States Attorney for the District of Columbia, and Annette L. Hayes, United States Attorney for the Western District of Washington, and Frederick Yette, Special Assistant United States Attorney for the Western District of Washington, and the Defendant, Ghobad Ghasempour, and his attorney, Peter Offenbecher, enter into the following Agreement, pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B):

1. **The Charge.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to the following charge contained in the Indictment.

a. Conspiracy to Unlawfully Export U.S. Goods and Technology to Iran and to Defraud the United States, in violation of Title 18, United States Code,

United States v. Ghasempour - 1
Plea Agreement

UNITED STATES ATTORNEY
700 STEWART STREET, SUITE 5220
SEATTLE, WASHINGTON 98101
(206) 553-7970

1 Section 371; Title 50, United States Code 1705; and Title 31, Code of Federal
2 Regulations Part 560.203 and 560.204, as charged in Count One of the Indictment filed in
3 the District of Columbia and transferred, pursuant to Rule 20, to the Western District of
4 Washington.

5 By entering plea of guilty, Defendant hereby waives all objections to the form of
6 the charging document. Defendant further understands that before entering his guilty
7 plea, he will be placed under oath. Any statement given by Defendant under oath may be
8 used by the United States in a prosecution for perjury or false statement.

9 2. **Elements of the Offense.** The elements of Conspiracy to Unlawfully
10 Export U.S. Goods and Technology to Iran and to Defraud the United States, as charged
11 in Count One, in violation of Title 18, United States Code, Section 371; Title 50, United
12 States Code 1705; and Title 31, Code of Federal Regulations Part 560.203 and 560.204,
13 are as follows:

14 a. There was an agreement between two more persons to unlawfully
15 export U.S. goods and technology to Iran and to defraud the United States by obstructing
16 the lawful function of a government agency by deceitful and dishonest means as charged
17 in the Indictment;

18 b. The Defendant became a member of the conspiracy knowing of at
19 least one of its objects and intending to help accomplish it; and

20 c. One of the members of the conspiracy performed at least one overt
21 act for the purpose of carrying out the conspiracy.

22 3. **The Penalties.** Defendant understands that the statutory penalties
23 applicable to the offense to which he is pleading guilty are as follows:

24 a. For the offense of Conspiracy to Unlawfully Export U.S. Goods and
25 Technology to Iran and to Defraud the United States, as charged in Count One: A
26 maximum term of imprisonment of up to five years; a fine of up to \$250,000 or twice the
27 pecuniary gain or less of the offense pursuant to 18 U.S.C. § 3571(b)(3) and (d), or both;

1 a period of supervision following release from prison of up to three years, and a
 2 mandatory special assessment of \$100 dollars. Defendant agrees that the special
 3 assessment shall be paid at or before the time of sentencing.

4 Defendant understands that supervised release is a period of time following
 5 imprisonment during which he will be subject to certain restrictive conditions and
 6 requirements. Defendant further understands that if supervised release is imposed and he
 7 violates one or more of the conditions or requirements, Defendant could be returned to
 8 prison for all or part of the term of supervised release that was originally imposed. This
 9 could result in Defendant's serving a total term of imprisonment greater than the statutory
 10 maximum stated above.

11 Defendant understands that as a part of any sentence, in addition to any term of
 12 imprisonment and/or fine that is imposed, the Court may order Defendant to pay
 13 restitution to any victim of the offense, as required by law. Defendant further
 14 understands that a consequence of pleading guilty may include the forfeiture of certain
 15 property either as a part of the sentence imposed by the Court, or as a result of civil
 16 judicial or administrative process.

17 Defendant agrees that any monetary penalty the Court imposes, including the
 18 special assessment, fine, costs, or restitution, is due and payable immediately and further
 19 agrees to submit a completed Financial Statement of Debtor form as requested by the
 20 United States Attorney's Office.

21 **4. Rights Waived by Pleading Guilty.** Defendant understands that by
 22 pleading guilty, he knowingly and voluntarily waives the following rights:

- 23 a. The right to plead not guilty and to persist in a plea of not guilty;
- 24 b. The right to a speedy and public trial before a jury of his peers;
- 25 c. The right to the effective assistance of counsel at trial, including, if
 26 Defendant could not afford an attorney, the right to have the Court
 27 appoint one for him;

- d. The right to be presumed innocent until guilt has been established beyond a reasonable doubt at trial;
- e. The right to confront and cross-examine witnesses against Defendant at trial;
- f. The right to compel or subpoena witnesses to appear on his behalf at trial;
- g. The right to testify or to remain silent at trial, at which trial such silence could not be used against Defendant; and
- h. The right to appeal a finding of guilt or any pretrial rulings.

5. **Ultimate Sentence.** Defendant acknowledges that no one has promised or guaranteed what sentence the Court will impose.

6. **Forfeiture of Assets.** Defendant agrees to the forfeiture set forth in the Forfeiture Allegation in the Indictment to which he is pleading guilty. Specifically, Defendant agrees to the entry of a forfeiture money judgment in the amount of \$20,000 pursuant to 18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 2461(c), and 21 U.S.C. § 853(p).

Defendant agrees that the proffer of evidence supporting his guilty plea is sufficient evidence to support this forfeiture. Defendant agrees that the Court may enter a Consent Order of Forfeiture for this property at the time of his guilty plea or at any time before sentencing. Defendant agrees that this order will become final as to him when it is issued and will be part of his sentence pursuant to Federal Rule of Criminal Procedure 32.2(b)(4)(A).

Defendant agrees that this plea agreement permits the government to seek to forfeit any of his assets, real or personal, that are subject to forfeiture under any federal statute, whether or not this agreement specifically identifies the asset. Regarding any asset or property, Defendant agrees to forfeiture of all interest in: (1) any property, real or personal, which constitutes or is derived from proceeds traceable to the violation in Count One to which he is pleading guilty; and (2) any substitute assets for property otherwise

1 subject to forfeiture. See 18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 2461(c) and 21 U.S.C. §
2 853(p).

3 Defendant agrees to take all necessary actions to identify all assets over which he
4 exercises or exercised control, directly or indirectly, at any time since December 1, 2011,
5 or in which he has or had during that time any financial interest. Defendant agrees to
6 take all steps as requested by the Government to obtain from any other parties by any
7 lawful means any records of assets owned at any time by him. Defendant agrees to
8 provide and/or consent to the release of his tax returns for the previous five years.

9 Defendant agrees to take all steps as requested by the Government to pass clear title to
10 forfeitable interests or to property to the United States and to testify truthfully in any
11 judicial forfeiture proceeding.

12 7. **Statement of Facts.** The parties agree on the following facts. Defendant
13 agrees and stipulates that the following is true and correct:

14 **Background Information**

15 a. Defendant Ghasempour is an Iranian-born Canadian national.
16 Beginning around December, 2011 and continuing through about March, 2017,
17 Defendant Ghasempour and four co-conspirators (identified herein as the "Iranian co-
18 conspirator," the "Chinese co-conspirator," the "Portuguese co-conspirator," and the
19 "Turkish co-conspirator") willfully combined, conspired and agreed to export U.S. origin
20 goods, services and technology with both military and non-military applications to Iran
without the required license from the Office of Foreign and Asset Control ("OFAC").
OFAC is a federal government agency located in the District of Columbia.

21 b. On or about June 18, 2012, Defendant Ghasempour sent an email to
22 the Iranian co-conspirator, providing him with the Chinese bank account information for
23 a Chinese front company that Defendant Ghasempour owned with the Chinese co-
24 conspirator, in order to facilitate business transactions between that Chinese front
25 company and an Iranian company ("Iranian company") that employed the Iranian co-
26 conspirator. On or about June 18, 2012, the Iranian co-conspirator emailed Defendant
27 Ghasempour, explaining that he and the Iranian company planned to use the Chinese
front company to negotiate with, and purchase products from, companies in other
countries for the Iranian co-conspirator and his Iranian company.

c. In furtherance of the conspiracy, Defendant Ghasempour and his co-conspirators established three front companies located in China to conduct their transactions. In order to avoid detection by U.S. law enforcement, Defendant Ghasempour and his co-conspirators diverted the purchase and transportation of the U.S. origin goods through a Portuguese company owned by the Portuguese co-conspirator, and a Turkish company owned by the Turkish co-conspirator. During the course of the conspiracy, neither Defendant Ghasempour, nor any of his co-conspirators, applied for or received a license from OFAC to export goods, services and technology from the United States to Iran, even though an OFAC license was required for each of the exports discussed below.

d. During the course of the conspiracy, Defendant Ghasempour and his co-conspirators conspired to export, or attempted to export, U.S. goods, services, and technology, as described below:

A. Exportation of the First Thin Film Measurement System:

e. On or about September 18, 2013, the Iranian co-conspirator emailed Defendant Ghasempour and the Chinese co-conspirator because the Iranian co-conspirator wanted to purchase a Thin Film Measurement System from a U.S. company located in California. The Iranian co-conspirator wanted the quote to be submitted through one of the Chinese front companies established by Defendant Ghasempour, the Chinese co-conspirator and the Iranian co-conspirator.

f. On or about October 23, 2013, the Chinese co-conspirator sent an email to Defendant Ghasempour and the Iranian co-conspirator indicating that their Chinese front company would sell the Thin Film Measurement System to the Iranian co-conspirator for \$93,000. The terms of the proposal required a 50% down-payment and a payment in full before the delivery of the Thin Film Measurement System. On February 12, 2014, the Iranian co-conspirator emailed Defendant Ghasempour and the Chinese co-conspirator, confirming that he had transferred \$115,094 into the Chinese front company's account, and indicating that a portion of that money should be used to pay the 50% down-payment for the purchase of the Thin Film Measurement System.

g. On or about May 22, 2014, the Chinese co-conspirator sent an email to the Iranian co-conspirator, on which Defendant Ghasempour was copied, to inform them that the Thin Film Measurement System had been picked up in the U.S. for exportation to Iran. However, during the shipping process, the Thin Film Measurement System was intercepted and detained by law enforcement officials in the Netherlands before it could be shipped to Iran. On July 13, 2014, after learning that shipment had been detained, Defendant Ghasempour emailed his Chinese co-conspirator, advising that

1 they needed to open a new company with a new bank account, and move all business to
2 the new company because “[i]t’s better for safe purposes that we start a new company
3 and bank account and move future business to it.”

4 **B. Exportation of the Second Thin Film Measurement System**

5 h. On or about November 18, 2014, the Iranian co-conspirator
6 informed Defendant Ghasempour and the Chinese co-conspirator that it was time to order
7 a new Thin Film Measurement System from the U.S. company, and inquired if it could be
8 purchased from a country other than China. After the Iranian co-conspirator pushed for
9 Defendant Ghasempour’s involvement in the transaction, the Chinese co-conspirator
10 responded by email that Defendant Ghasempour would try to order the system from
11 Canada. But, on November 19, 2014, Defendant Ghasempour emailed the Iranian and
12 Chinese co-conspirators, stating that he would rather have a different company handle the
13 transaction because it would be “quite risky to manage at this time.”

14 i. The Iranian co-conspirator hired the Turkish co-conspirator to place
15 the order for the Thin Film Measurement System from the U.S. company. Defendant
16 Ghasempour and his Iranian and Chinese co-conspirators delivered funds, previously
17 provided by the Iranian co-conspirator, to the Turkish co-conspirator for payment for the
18 Thin Film Measurement System, which was shipped to the Iranian co-conspirator.
19 However, the Thin Film Measurement System sent to the Iranian co-conspirator was
20 actually a different model than the model the Iranian co-conspirator intended to purchase.

21 **C. Attempted Exportation of the Inertial Guidance System Test Table**

22 j. Beginning on about June 17, 2014, the Iranian co-conspirator
23 requested that Defendant Ghasempour and the Chinese co-conspirator provide a quote for
24 the purchase of an inertial guidance system test table (“test table”), which would be
25 purchased from a U.S. manufacturer located in North Dakota.

26 k. In May 2015, the Iranian co-conspirator hired the Portuguese co-
27 conspirator to order the system from the North Dakota manufacturer. The co-conspirators
28 planned for the test table to be shipped from the U.S. to one of their front companies and
then to Iran. The Portuguese co-conspirator agreed to purchase the test table and re-sell it,
for 315,540 Euros, to one of the Chinese front companies established by Defendant
Ghasempour and the Chinese and Iranian co-conspirators. The Chinese front company
planned to re-sell the test table and ship it to the Iranian co-conspirator’s company for the
higher price of 550,040 Euros.

1 l. On June 29, 2015, the Iranian co-conspirator transferred a sum of
 2 298,008 Euros into a bank account held by one of the Chinese front companies. On July
 3 26, 2015, the Iranian co-conspirator sent an email to the Chinese co-conspirator, on
 4 which Defendant Ghasempour was copied, instructing the Chinese co-conspirator to use a
 5 portion of the 298,008 Euros to pay the 30% down-payment the North Dakota
 6 manufacturer required before it would begin manufacturing the test table. Thereafter, the
 7 Chinese front company sent money to the Portuguese co-conspirator, and the Portuguese
 8 co-conspirator wired \$150,000 to the North Dakota manufacturer, which represented the
 9 30% down-payment for the manufacture of the test table. The test table was built, but
 10 never delivered to Iran.

8 **D. The Exportation of 10 TAU 2 640 Thermal Imaging Cameras**

9 m. On or about January 7, 2015, the Iranian co-conspirator emailed
 10 Defendant Ghasempour and the Chinese co-conspirator, asking for a quote to purchase 10
 11 TAU 2 640 9Hz thermal imaging cameras with 60 mm lenses. All of the thermal imaging
 12 cameras referenced in this paragraph, and below, were manufactured by a U.S. company
 13 located in Oregon.

14 n. On or about January 19, 2015, the Chinese co-conspirator sent an
 15 email to the Iranian co-conspirator, on which Defendant Ghasempour was copied, with an
 16 attached pro forma invoice indicating that their Chinese front company would sell the
 17 thermal imaging cameras to the Iranian co-conspirator for a price of 349,320 Chinese
 18 Yuan. The Chinese co-conspirator shipped the thermal imaging cameras to the Iranian
 19 co-conspirator on or about February 4, 2015.

20 o. Subsequently, on April 15, 2015, the Iranian co-conspirator sent an
 21 email to Defendant Ghasempour and the Chinese co-conspirator indicating that he had
 22 transferred 250,000 Euros into one of their bank accounts, and that from that payment,
 23 349,320 Chinese Yuan should be transferred to the bank account of their Chinese front
 24 company as payment for the 10 thermal imaging cameras.

25 **E. The Exportation of one TAU 2 640 Thermal Imaging Camera**

26 p. On or about July 28, 2015, the Portuguese co-conspirator offered to
 27 sell a TAU 2 640 thermal imaging camera manufactured in the U.S. to one of the Chinese
 28 front companies for 8,047 Euros. The Portuguese co-conspirator sent that offer to the
 Iranian co-conspirator. The Iranian co-conspirator then had one of the Chinese front
 companies (established by Defendant Ghasempour, the Chinese co-conspirator and the
 Iranian co-conspirator) send an offer to sell the same thermal imaging camera to the
 Iranian company that employed him. However, the Chinese front company offered to

1 sell the thermal imaging camera to the Iranian co-conspirator and the Iranian company
2 for an increased price of 16,135 Euros.

3 q. On or about August 25, 2015, the Chinese co-conspirator shipped
4 the thermal imaging camera from China to the Iranian co-conspirator in Iran. On or about
5 September 24, 2015, the Iranian co-conspirator sent an email to the Portuguese co-
6 conspirator that attached an online banking transaction receipt for a payment of 11,176
Euros, which included payment for the thermal imaging camera.

7 **F. The Exportation of Ninety-Nine TAU 2 640 Thermal Imaging Cameras**

8 r. Between on or about August 31, 2015 and on or about February 20,
9 2016, Defendant Ghasempour and his Chinese and Iranian co-conspirators purchased and
10 exported to Iran, with the help of the Portuguese co-conspirator, ninety-nine TAU 640
11 thermal imaging cameras. Defendant Ghasempour and his Iranian and Chinese co-
12 conspirators exchanged emails about the status of negotiations with a vendor who would
13 sell them the thermal imaging cameras so they could resell them to the Iranian co-
14 conspirator and his Iranian company. On October 26, 2015, during one such email
exchange, which included Defendant Ghasempour, the Iranian co-conspirator told the
Chinese co-conspirator to inform the vendor that the transaction was "completely illegal."

15 s. The parties reached an agreement to sell the thermal imaging
16 cameras to the Iranian co-conspirator and his Iranian company. Accordingly, on
17 November 23, 2015, the Iranian co-conspirator sent an email to Defendant Ghasempour
18 and the Chinese co-conspirator requesting that the Chinese co-conspirator send him an
19 invoice from one of the Chinese front companies outlining the sale to the Iranian
company of 500 Tau 2 640 thermal imaging cameras in five increments of 100 cameras
per shipment, at a unit price of 4,717 Euros, and a total price of 2,358.500 Euros.

20 t. Pursuant to the agreement, the Portuguese co-conspirator delivered
21 99 thermal imaging cameras to the Chinese co-conspirator on or about February 20,
22 2016. The Portuguese co-conspirator sent the tracking information for the shipment to the
23 Iranian co-conspirator. The Iranian co-conspirator then sent an email forwarding that
24 tracking information to Defendant Ghasempour and the Chinese co-conspirator. The
25 Iranian co-conspirator also requested that the Chinese co-conspirator send the thermal
imaging cameras to him in Iran, and on or about February 28, 2016, the 99 thermal
imaging cameras were shipped from China to Iran.

26 u. Thus, during the course of the conspiracy, Defendant Ghasempour
27 knowingly and willfully conspired with others to export goods, services and technology

1 from the United States to Iran without a license from the United States Office of Foreign
2 Assets Control, as required by federal law.

3 **8. United States Sentencing Guidelines.** Defendant understands and
4 acknowledges that the Court must consider the sentencing range calculated under the
5 United States Sentencing Guidelines and possible departures under the Sentencing
6 Guidelines together with the other factors set forth in Title 18, United States Code,
7 Section 3553(a), including: (1) the nature and circumstances of the offense; (2) the
8 history and characteristics of the defendant; (3) the need for the sentence to reflect the
9 seriousness of the offense, to promote respect for the law, and to provide just punishment
10 for the offense; (4) the need for the sentence to afford adequate deterrence to criminal
11 conduct; (5) the need for the sentence to protect the public from further crimes of the
12 defendant; (6) the need to provide the defendant with educational and vocational training,
13 medical care, or other correctional treatment in the most effective manner; (7) the kinds
14 of sentences available; (8) the need to provide restitution to victims; and (9) the need to
15 avoid unwarranted sentence disparity among defendants involved in similar conduct who
16 have similar records. Accordingly, Defendant understands and acknowledges that:

17 a. The Court will determine applicable Defendant's Sentencing
18 Guidelines range at the time of sentencing;

19 b. After consideration of the Sentencing Guidelines and the factors in
20 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the
21 maximum term authorized by law;

22 c. The Court is not bound by any recommendation regarding the
23 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines
24 range offered by the parties or the United States Probation Department, or by any
25 stipulations or agreements between the parties in this Plea Agreement; and

26 d. Defendant may not withdraw his guilty plea solely because of the
27 sentence imposed by the Court.

1 **9. Acceptance of Responsibility.** At sentencing, *if* the district court
 2 concludes Defendant qualifies for a downward adjustment acceptance for acceptance of
 3 responsibility pursuant to USSG § 3E1.1(a) and the defendant's offense level is 16 or
 4 greater, the United States will make the motion necessary to permit the district court to
 5 decrease the total offense level by three (3) levels pursuant to USSG §§ 3E1.1(a) and (b),
 6 because Defendant has assisted the United States by timely notifying the United States of
 7 his intention to plead guilty, thereby permitting the United States to avoid preparing for
 8 trial and permitting the Court to allocate its resources efficiently.

9 **10. Sentencing Factors.** The parties agree that the following Sentencing
 10 Guidelines provisions apply to this case:

11 a. A base offense level of 26, pursuant to the United States Sentencing
 12 Guidelines (U.S.S.G.) § 2M5.1.

13 Defendant understands, however, that at the time of sentencing, the Court is free to
 14 reject these stipulated adjustments, and is further free to apply additional downward or
 15 upward adjustments in determining Defendant's Sentencing Guidelines range.

16 **11. Sentencing Recommendation.** Based on the information presently
 17 available, the parties estimate the Defendant's Criminal History Category as I. Defendant
 18 acknowledges that if additional convictions are discovered during the pre-sentence
 19 investigation by the United States Probation Office, the Defendant's Criminal History
 20 Category may increase, and thus the Estimated Guidelines range, below, would also
 21 increase.

22 Based upon the agreed total offense level, and assuming acceptance of
 23 responsibility, Defendant's estimated Sentencing Guidelines range is 46 to 57 months
 24 ("Estimated Guidelines Range"). The parties agree that, solely for the purpose of
 25 calculating the applicable range under the Sentencing Guidelines, neither a downward or
 26 upward departure from the Estimated Guidelines Range set forth above is warranted.
 27 Accordingly, neither party will seek a departure or adjustment to the Estimated

1 Guidelines Range, nor will either party suggest that the Court consider such a departure
2 or adjustment, except as provided above. Nevertheless, Defendant reserves the right to
3 seek a sentence below the Estimated Guidelines range based upon the factors to be
4 considered in imposing a sentence pursuant to 18 U.S.C. § 3553(a), and the Government
5 reserves the right to seek a sentence above the Estimated Guidelines Range based on §
6 3553(a) factors.

7 **12. Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,
8 the United States Attorney's Offices for the District of Columbia and the Western District
9 of Washington agree not to prosecute Defendant for any additional offenses known to
10 them as of the time of this Agreement that are based upon evidence in its possession at
11 this time, and that arise out of the conduct giving rise to this investigation. In this regard,
12 Defendant recognizes the United States has agreed not to prosecute all of the criminal
13 charges the evidence establishes were committed by Defendant solely because of the
14 promises made by Defendant in this Agreement. Defendant agrees, however, that for
15 purposes of preparing the Presentence Report, the United States Attorney's Offices will
16 provide the United States Probation Office with evidence of all conduct committed by
17 Defendant.

18 Defendant agrees that any charges to be dismissed before or at the time of
19 sentencing were substantially justified in light of the evidence available to the United
20 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant
21 with a basis for any future claims under the "Hyde Amendment," Pub.L. No. 105-119
22 (1997).

23 **13. Rule 20 Transfer.** The Defendant has requested and the United States
24 Attorneys for the District of Columbia and the Western District of Washington have
25 agreed that the Defendant's case be transferred to the Western District of Washington
26 pursuant to Rule 20 of the Federal Rules of Criminal Procedure solely for the purpose of
27 entering a plea of guilty and the imposition of sentence. The Government's approval of

1 the transfer of the case from the District of Columbia to the Western District of
2 Washington is conditioned upon the Defendant entering guilty pleas pursuant to this Plea
3 Agreement in the Western District of Washington. Should the Defendant not enter guilty
4 pleas pursuant to this agreement, or otherwise breach this agreement, the Defendant
5 agrees not to oppose and, in fact, will support the United States' motion to nullify this
6 Plea Agreement, including the filing of a motion to withdraw from the Plea Agreement.
7 Defendant will then consent to the subsequent return of the prosecution to the District of
8 Columbia.

9 14. **Venue Waiver.** Defendant waives any challenge to venue in either the
10 District of Columbia or the Western District of Washington.

11 15. **Immigration Consequences.** Defendant recognizes that pleading guilty
12 may have consequences with respect to his immigration status because he is not a citizen
13 of the United States. Under federal law, a broad range of crimes are grounds for removal,
14 including the offense to which Defendant is pleading guilty, and some offenses make
15 removal from the United States presumptively mandatory. Removal and other
16 immigration consequences are the subject of a separate proceeding, however, and
17 Defendant understands that no one, including his attorney or the district court, can predict
18 to a certainty the effect of his conviction on his immigration status. Defendant
19 nevertheless affirms that he wants to plead guilty regardless of any immigration
20 consequences that his guilty plea may entail, even if the consequence is his mandatory
21 removal from the United States.

22 a. **Stipulated Judicial Order of Removal.** Defendant agrees to the
23 entry of a stipulated judicial order of removal pursuant to 8 U.S.C. § 1228(c)(5).
24 Specifically, Defendant admits that he is a native and citizen of Canada and agrees that he
25 is removable from the United States upon the completion of the sentence imposed in this
26 case. Defendant consents to the entry of an order of removal issued by this Court and to
27 the immediate execution of such order upon completion of the sentence imposed in this

1 case. The United States represents that it has sought and received permission from the
2 Secretary of the DHS to seek Defendant's stipulated removal pursuant to 8 U.S.C. §
3 1228(c)(5). Defendant further agrees, together with the United States, to request that the
4 District Court enter a specific finding that Defendant's waiver of his right to challenge
5 the stipulated removal is knowing and voluntary.

6 **b. Waiver of Rights Related to Removal from the United States.**

7 After consultation with counsel and understanding the legal consequences of doing so,
8 Defendant knowingly and voluntarily agrees to waive the right to the notice and hearing
9 provided for in 8 U.S.C. § 1228(c)(2), and further waives any and all rights to appeal,
10 reopen, reconsider, or otherwise challenge this stipulated removal order. Defendant
11 understands and knowingly waives his right to a hearing before an immigration judge or
12 any other authority under the Immigration and Nationality Act ("INA"), on the question
13 of the defendant's removability from the United States. Defendant further understands
14 the rights Defendant would possess in a contested administrative proceeding and waives
15 these rights, including Defendant's right to examine the evidence against him, to present
16 evidence on his behalf, and to cross-examine the witnesses presented by the government.
17 Defendant knowingly and voluntarily agrees to waive his rights to any and all forms of
18 relief or protection from removal, deportation, or exclusion under the INA (as amended)
19 and related federal regulations. These rights include, but are not limited to, the ability to
20 apply for the following forms of relief or protection from removal: (a) voluntary
21 departure; (b) asylum; (c) withholding of deportation or removal; (d) cancellation of
22 removal; (e) suspension of deportation; (f) adjustment of status; and (g) protection under
23 Article 3 of the Convention Against Torture. As part of this agreement, Defendant
24 specifically acknowledges and states that Defendant has not been persecuted in, and has
25 no present fear of persecution in, Canada on account of his race, religion, nationality,
26 membership in a particular social group, or political opinion. Similarly, Defendant
27 further acknowledges and states that Defendant has not been tortured in, and has no

1 present fear of torture in, Canada. Defendant hereby requests that an order be issued by
2 this Court for his removal to Canada. Defendant agrees to accept a written order of
3 removal as a final disposition of these proceedings and waives any and all rights to
4 challenge any provision of this agreement in any United States or foreign court or
5 tribunal.

6 **c. Defendant's Cooperation in His Removal.** Defendant agrees to
7 assist the DHS in the execution of his removal. Specifically, Defendant agrees to assist
8 the DHS in the procurement of any travel or other documents necessary for his removal;
9 to meet with and to cooperate with representatives of the country or countries to which
10 his removal is directed; and to execute those forms, applications, or waivers needed to
11 execute or expedite his removal. Defendant further understands that his failure or refusal
12 to assist the DHS in the execution of his removal shall breach this Agreement and may
13 subject Defendant to criminal penalties under 8 U.S.C. § 1253.

14 **d. Re-Entry and Penalties.** Defendant concedes that the entry of this
15 judicial order of removal renders him permanently inadmissible to the United States. He
16 agrees that he will not enter, attempt to enter, or transit through the United States without
17 first seeking and obtaining permission to do so from the Secretary of the Department of
18 Homeland Security or other designated representative of the U.S. government.

19 **16. Notice Regarding Detention.** The government will request that
20 Defendant be detained without bond following the entry of his guilty plea because the
21 offense of conviction falls within the scope of 18 U.S.C. § 3142(f)(1). Title 18, United
22 States Code, Section 3143(a)(2) requires the Court to order detention pending sentencing
23 unless the Court finds that the Defendant is not likely to flee or pose a danger to the
24 safety of another person or the community if released, and the defendant meets the
25 standard of showing there are exceptional reasons why detention would not be
26 appropriate. Defendant agrees not to object to the government's recommendation to the
27 Court for detention.

1 **17. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that if
2 Defendant breaches this Plea Agreement, the United States may withdraw from this Plea
3 Agreement and Defendant may be prosecuted for all offenses for which the United States
4 has evidence. Defendant agrees not to oppose any steps taken by the United States to
5 nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea
6 Agreement. Defendant also agrees that if Defendant is in breach of this Plea Agreement,
7 Defendant has waived any objection to the re-institution of any charges in the Indictment
8 that were previously dismissed or any additional charges that had not been prosecuted.

9 Defendant further understands that if, after the date of this Agreement, Defendant
10 should engage in illegal conduct, or conduct that violates any conditions of release or the
11 conditions of his confinement, (examples of which include, but are not limited to,
12 obstruction of justice, failure to appear for a court proceeding, criminal conduct while
13 pending sentencing, and false statements to law enforcement agents, the Pretrial Services
14 Officer, Probation Officer, or Court), the United States is free under this Agreement to
15 file additional charges against Defendant or to seek a sentence that takes such conduct
16 into consideration by requesting the Court to apply additional adjustments or
17 enhancements in its Sentencing Guidelines calculations in order to increase the applicable
18 advisory Guidelines range, and/or by seeking an upward departure or variance from the
19 calculated advisory Guidelines range. Under these circumstances, the United States is
20 free to seek such adjustments, enhancements, departures, and/or variances even if
21 otherwise precluded by the terms of the plea agreement.

22 **18. Waiver of Appellate Rights and Rights to Collateral Attacks.**
23 Defendant acknowledges that by entering the guilty plea required by this plea agreement,
24 Defendant waives all rights to appeal from his conviction and any pretrial rulings of the
25 court. Moreover, in consideration of being allowed to plead guilty and be sentenced in
26 the Western District of Washington pursuant to Federal Rule of Criminal Procedure 20,
27 Defendant further agrees to waive to the full extent of the law:

1 a. Any right conferred by Title 18, United States Code, Section 3742,
2 to challenge, on direct appeal, the sentence imposed by the court, including any fine,
3 restitution order, probation or supervised release conditions, or forfeiture order (if
4 applicable); and

5 b. Any right to bring a collateral attack against the conviction and
6 sentence, including any restitution order imposed, except as it may relate to the
7 effectiveness of legal representation; and

8 This waiver does not preclude Defendant from bringing an appropriate motion
9 pursuant to 28 U.S.C. § 2241, to address the conditions of his confinement or the
10 decisions of the Bureau of Prisons regarding the execution of his sentence.

11 If Defendant breaches this Plea Agreement at any time by appealing or collaterally
12 attacking (except as to effectiveness of legal representation) the conviction or sentence in
13 any way, the United States may prosecute Defendant for any counts, including those with
14 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea
15 Agreement.

16 19. **Voluntariness of Plea.** Defendant agrees that he has entered into this Plea
17 Agreement freely and voluntarily and that no threats or promises, other than the promises
18 contained in this Plea Agreement, were made to induce Defendant to enter his plea of
19 guilty.

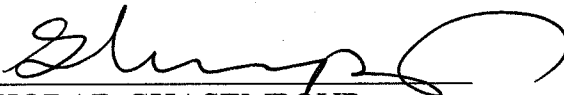
20 20. **Statute of Limitations.** In the event this Agreement is not accepted by the
21 Court for any reason, or Defendant has breached any of the terms of this Plea Agreement,
22 the statute of limitations shall be deemed to have been tolled from the date of the Plea
23 Agreement to: (1) thirty (30) days following the date of non-acceptance of the Plea
24 Agreement by the Court; or (2) thirty (30) days following the date on which a breach of
25 the Plea Agreement by Defendant is discovered by either United States Attorney's
26 Office.

1 21. **Effect of Modification by the Court.** The parties agree that if any
2 provision of this agreement is modified or stricken by the Court without the express
3 consent of both parties, the agreement shall be invalid and unenforceable, and the parties
4 shall jointly move to withdraw from this agreement.

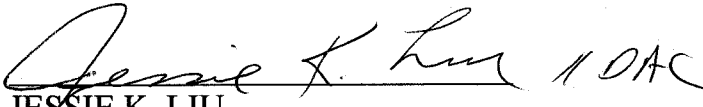
5 22. **Completeness of Agreement.** The United States and Defendant
6 acknowledge that these terms constitute the entire Plea Agreement between the parties.
7 This Agreement binds only the United States Attorney's Offices for the District of
8 Columbia and the Western District of Washington. It does not bind any other United
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

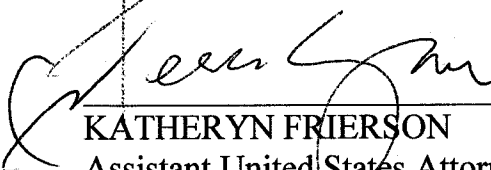
1 States Attorney's Office or any other office or agency of the United States, or any state or
2 local prosecutor.

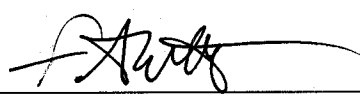
3 Dated this 19th day of April, 2018.

4
5 
6 GHOBAD GHASEMPOUR
7 Defendant

8
9 
10 PETER OFFENBECHER
11 Attorney for Defendant

12
13 
14 JESSIE K. LIU
15 United States Attorney
16 District of Columbia

17
18 
19 KATHERYN FRIERSON
20 Assistant United States Attorney
21 Western District of Washington

22
23 
24 FREDERICK YETTE
25 Special Assistant United States Attorney
26 Western District of Washington
27