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8 Attorneys for Plaintiff  
 9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 RASHEED AL JIJAKLI,

16 Defendant.

No. SA CR 17-85-JVS

PLEA AGREEMENT FOR DEFENDANT  
RASHEED AL JIJAKLI

**REVISED**

17  
 18 1. This constitutes the plea agreement between RASHEED AL  
 19 JIJAKLI ("defendant") and the United States Attorney's Office for the  
 20 Central District of California ("the USAO") in the above-captioned  
 21 case. This agreement is limited to the USAO and cannot bind any  
 22 other federal, state, local, or foreign prosecuting, enforcement,  
 23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
 27 provided by the Court, appear and plead guilty to count 1 of the  
 28 indictment in United States v. Rasheed Al Jijakli, SA CR 17-85-JVS,

KC  
 8/10/18 R-5.

1 which charges defendant with conspiracy to violate the International  
2 Emergency Economic Powers Act ("IEEPA"), 50 U.S.C. § 1705(a), (c); 15  
3 C.F.R. § 746.9.

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

5 c. Abide by all agreements regarding sentencing contained  
6 in this agreement.

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

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

14 f. Be truthful at all times with Pretrial Services, the  
15 United States Probation Office, and the Court.

16 g. Pay the applicable special assessment at or before the  
17 time of sentencing unless defendant lacks the ability to pay and  
18 prior to sentencing submits a completed financial statement on a form  
19 to be provided by the USAO.

20 THE USAO'S OBLIGATIONS

21 3. The USAO agrees to:

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

23 b. Abide by all agreements regarding sentencing contained  
24 in this agreement.

25 c. At the time of sentencing, move to dismiss the  
26 remaining counts of the indictment as against defendant. Defendant  
27 agrees, however, that at the time of sentencing the Court may  
28 consider any dismissed charges in determining the applicable

1 Sentencing Guidelines range, the propriety and extent of any  
2 departure from that range, and the sentence to be imposed.

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

9 e. Recommend that defendant be sentenced to a term of  
10 imprisonment no higher than the low end of the applicable Sentencing  
11 Guidelines range, provided that the offense level used by the Court  
12 to determine that range is 23 or higher and provided that the Court  
13 does not depart downward in offense level or criminal history  
14 category. For purposes of this agreement, the low end of the  
15 Sentencing Guidelines range is that defined by the Sentencing Table  
16 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the  
17 term of imprisonment that may be permissible through the substitution  
18 of community confinement or home detention as a result of the offense  
19 level falling within Zone B or Zone C of the Sentencing Table.

20 NATURE OF THE OFFENSE

21 4. Defendant understands that for defendant to be guilty of  
22 the crime charged in count 1, that is, conspiracy to violate the  
23 International Emergency Economic Powers Act ("IEEPA"), 50 U.S.C.  
24 § 1705(a) and (c); 15 C.F.R. § 746.9, the following must be true: (1)  
25 there was an agreement between two or more persons to commit at least  
26 one crime as charged in the indictment; and (2) defendant became a  
27 member of the conspiracy knowing of at least one of its objects and  
28 intending to help accomplish it. For a substantive violation of

8/10/18  
KC R.S.

1 IEEPA, the following must be true: (1) defendant knowingly exported  
2 goods from the United States to Syria; (2) the goods were exported  
3 without a license; and (3) defendant knew that defendant was  
4 prohibited from exporting goods to Syria without a license.

5 PENALTIES

6 5. Defendant understands that the statutory maximum sentence  
7 that the Court can impose for a violation of 50 U.S.C. § 1705(a),  
8 (c); 15 C.F.R. § 746.9, is: 20 years of imprisonment; a 3-year period  
9 of supervised release; a fine of \$1,000,000 or twice the gross gain  
10 or gross loss resulting from the offense, whichever is greatest; and  
11 a mandatory special assessment of \$100.

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

21 7. Defendant understands that, by pleading guilty, defendant  
22 may be giving up valuable government benefits and valuable civic  
23 rights, such as the right to vote, the right to possess a firearm,  
24 the right to hold office, and the right to serve on a jury.  
25 Defendant understands that once the court accepts defendant's guilty  
26 plea, it will be a federal felony for defendant to possess a firearm  
27 or ammunition. Defendant understands that the conviction in this  
28 case may also subject defendant to various other collateral

KC  
8/10/18 R3.

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

6 8. Defendant understands that, if defendant is not a United  
7 States citizen, the felony conviction in this case may subject  
8 defendant to: removal, also known as deportation, which may, under  
9 some circumstances, be mandatory; denial of citizenship; and denial  
10 of admission to the United States in the future. The court cannot,  
11 and defendant's attorney also may not be able to, advise defendant  
12 fully regarding the immigration consequences of the felony conviction  
13 in this case. Defendant understands that unexpected immigration  
14 consequences will not serve as grounds to withdraw defendant's guilty  
15 plea.

16 FACTUAL BASIS

17 9. Defendant admits that defendant is, in fact, guilty of the  
18 offense to which defendant is agreeing to plead guilty. Defendant  
19 and the USAO agree to the statement of facts provided below and agree  
20 that this statement of facts is sufficient to support a plea of  
21 guilty to the charge described in this agreement and to establish the  
22 Sentencing Guidelines factors set forth in paragraph 10 below but is  
23 not meant to be a complete recitation of all facts relevant to the  
24 underlying criminal conduct or all facts known to either party that  
25 relate to that conduct.

26 From April 2012 through March 2013, defendant conspired with  
27 A.B. and T.S., and involved others, such as N.G. and M.K., to export  
28 tactical gear, including U.S.-origin laser boresighters, day and

KC  
8/10/18 R.S.

1 night vision rifle scopes, flashlights, radios, and other items (the  
2 "Tactical Gear"), from the United States to Syria in violation of the  
3 International Emergency Economic Powers Act in order to supply U.S.-  
4 origin goods to arm rebel groups in Syria.

5 From June through July 2012, defendant, along with A.B.,  
6 purchased the Tactical Gear. On July 17, 2012, defendant traveled  
7 from Los Angeles, California to Istanbul, Turkey with the Tactical  
8 Gear, with the intent that it would provided to Syrian rebels  
9 training in Turkey and fighting in Syria. Defendant provided some of  
10 the Tactical Gear, specifically the laser boresighters, to T.S., who  
11 defendant learned was a member of Ahrar Al-Sham. Defendant also  
12 provided the goods to other armed Syrian insurgent groups in Syria,  
13 and some in Turkey.

14 On August 15, 2012, defendant told A.B. that he had returned to  
15 Turkey from Syria and that his trip had not been fun because he was  
16 unable to participate in any "action." On August 16, 2012, defendant  
17 directed N.G. to withdraw \$7,000 from Palmyra Corporation  
18 ("Palmyra"), a company that defendant was the Chief Executive Officer  
19 of, and provide the money to A.B. who used it for the purchase of the  
20 Tactical Gear intended for Syrian rebels. Defendant intended the  
21 money he provided to A.B. to be used for the Tactical Gear for Syrian  
22 rebels. On September 12, 2012, M.K. traveled from Los Angeles,  
23 California to Istanbul, Turkey with the Tactical Gear, binoculars,  
24 and batteries, and provided them to defendant for Syrian rebels. On  
25 September 30, 2012, defendant directed N.G. to withdraw \$10,000 from  
26 Palmyra and provide the money to A.B. which A.B. used to purchase the  
27 Tactical Gear intended for Syrian rebels. Defendant intended the  
28 money he provided to A.B. to be used for the Tactical Gear for Syrian

KC  
8/11/18 RJ.

1 rebels. On February 18, 2013, A.B. traveled from Los Angeles,  
2 California to Istanbul, Turkey with the Tactical Gear and provided  
3 the Tactical Gear to Syrian rebels.

4 During this time, defendant and his coconspirators knowingly  
5 provided at least 43 laser boresighters, 85 day rifle scopes, 30  
6 night vision rifle scopes, 6 tactical flashlights, 1 digital  
7 monocular, 5 radios, and 1 bulletproof vest to Ahrar Al-Sham and  
8 other Syrian rebels in Syria, or with knowledge that the Tactical  
9 Gear was going to Syria. Some of these items were dual-use and on  
10 the Commerce Control List.

11 Defendant provided some of the Tactical Gear to Syrian rebels in  
12 Syria. At all times defendant knew that all or some of the Tactical  
13 Gear he and his coconspirators provided to the Syrian rebels would be  
14 used in and transported to Syria. Defendant did not personally use  
15 the Tactical Gear in Syria. During this time, defendant knew that he  
16 could not export the Tactical Gear without a license or other  
17 authorization from the United States government. At no time did  
18 defendant or any of his coconspirators seek or obtain a license or  
19 other authorization from the Department of ~~Commerce~~ <sup>Treasury</sup> or any other U.S.  
20 agency to export the Tactical Gear.

8/17/2018  
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21 SENTENCING FACTORS

22 10. Defendant understands that in determining defendant's  
23 sentence the Court is required to calculate the applicable Sentencing  
24 Guidelines range and to consider that range, possible departures  
25 under the Sentencing Guidelines, and the other sentencing factors set  
26 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
27 Sentencing Guidelines are advisory only, that defendant cannot have  
28 any expectation of receiving a sentence within the calculated

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8/10/18  
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1 Sentencing Guidelines range, and that after considering the  
2 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
3 be free to exercise its discretion to impose any sentence it finds  
4 appropriate up to the maximum set by statute for the crime of  
5 conviction.

6 11. Defendant and the USAO agree to the following applicable  
7 Sentencing Guidelines factors:

8	Base Offense Level:	26	U.S.S.G. § 2M5.1(a)(1)(A)
9	Acceptance of Responsibility:	-3	U.S.S.G. § 3E1.1
10	Total Offense Level:	23	

11 The USAO will agree to a two-level downward adjustment for acceptance  
12 of responsibility (and, if applicable, move for an additional one-  
13 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the  
14 conditions set forth in paragraphs 2-3 are met and if defendant has  
15 not committed, and refrains from committing, acts constituting  
16 obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as  
17 discussed below. Subject to paragraph 24 below, defendant and the  
18 USAO agree not to seek, argue, or suggest in any way, either orally  
19 or in writing, that any other specific offense characteristics,  
20 adjustments, or departures relating to the offense level be imposed.  
21 Defendant agrees, however, that if, after signing this agreement but  
22 prior to sentencing, defendant were to commit an act, or the USAO  
23 were to discover a previously undiscovered act committed by defendant  
24 prior to signing this agreement, which act, in the judgment of the  
25 USAO, constituted obstruction of justice within the meaning of  
26 U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set  
27 forth in that section and to argue that defendant is not entitled to

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1 a downward adjustment for acceptance of responsibility under U.S.S.G.  
2 § 3E1.1.

3 12. Defendant understands that there is no agreement as to  
4 defendant's criminal history or criminal history category.

5 13. Defendant and the USAO reserve the right to argue for a  
6 sentence outside the sentencing range established by the Sentencing  
7 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
8 (a)(2), (a)(3), (a)(6), and (a)(7).

9 WAIVER OF CONSTITUTIONAL RIGHTS

10 14. Defendant understands that by pleading guilty, defendant  
11 gives up the following rights:

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

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

14 c. The right to be represented by counsel - and if  
15 necessary have the court appoint counsel - at trial. Defendant  
16 understands, however, that, defendant retains the right to be  
17 represented by counsel - and if necessary have the court appoint  
18 counsel - at every other stage of the proceeding.

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

22 e. The right to confront and cross-examine witnesses  
23 against defendant.

24 f. The right to testify and to present evidence in  
25 opposition to the charges, including the right to compel the  
26 attendance of witnesses to testify.

1 g. The right not to be compelled to testify, and, if  
2 defendant chose not to testify or present evidence, to have that  
3 choice not be used against defendant.

4 h. Any and all rights to pursue any affirmative defenses,  
5 Fourth Amendment or Fifth Amendment claims, and other pretrial  
6 motions that could be filed.

7 WAIVER OF APPEAL OF CONVICTION

8 15. Defendant understands that, with the exception of an appeal  
9 based on a claim that defendant's guilty plea was involuntary, by  
10 pleading guilty defendant is waiving and giving up any right to  
11 appeal defendant's conviction on the offense to which defendant is  
12 pleading guilty.

13 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

14 16. Defendant agrees that, provided the Court imposes a term of  
15 imprisonment within or below the range corresponding to an offense  
16 level of 23 and the criminal history category calculated by the  
17 Court, defendant gives up the right to appeal all of the following:  
18 (a) the procedures and calculations used to determine and impose any  
19 portion of the sentence; (b) the term of imprisonment imposed by the  
20 Court; (c) the fine imposed by the court, provided it is within the  
21 statutory maximum; (d) the term of probation or supervised release  
22 imposed by the Court, provided it is within the statutory maximum;  
23 and (e) any of the following conditions of probation or supervised  
24 release imposed by the Court: the conditions set forth in General  
25 Orders 318, 01-05, and/or 05-02 of this Court; the drug testing  
26 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
27 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).  
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KC  
8/10/18 R-S.

1 17. The USAO agrees that, provided (a) all portions of the  
2 sentence are at or below the statutory maximum specified above and  
3 (b) the Court imposes a term of imprisonment within or above the  
4 range corresponding to an offense level of 23 and the criminal  
5 history category calculated by the Court, the USAO gives up its right  
6 to appeal any portion of the sentence.

7 RESULT OF WITHDRAWAL OF GUILTY PLEA

8 18. Defendant agrees that if, after entering a guilty plea  
9 pursuant to this agreement, defendant seeks to withdraw and succeeds  
10 in withdrawing defendant's guilty plea on any basis other than a  
11 claim and finding that entry into this plea agreement was  
12 involuntary, then (a) the USAO will be relieved of all of its  
13 obligations under this agreement; and (b) should the USAO choose to  
14 pursue any charge that was either dismissed or not filed as a result  
15 of this agreement, then (i) any applicable statute of limitations  
16 will be tolled between the date of defendant's signing of this  
17 agreement and the filing commencing any such action; and  
18 (ii) defendant waives and gives up all defenses based on the statute  
19 of limitations, any claim of pre-indictment delay, or any speedy  
20 trial claim with respect to any such action, except to the extent  
21 that such defenses existed as of the date of defendant's signing this  
22 agreement.

23 19. Defendant agrees that if the count of conviction is  
24 vacated, reversed, or set aside, or the enhancement imposed by the  
25 Court to which the parties stipulated in this agreement is vacated or  
26 set aside, both the USAO and defendant will be released from all  
27 their obligations under this agreement.

KC  
8/10/18 R.S.

EFFECTIVE DATE OF AGREEMENT

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

BREACH OF AGREEMENT

21. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

22. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

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

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any

KC  
8/10/18 R.S.

1 speedy trial claim with respect to any such action, except to the  
2 extent that such defenses existed as of the date of defendant's  
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by  
5 defendant, under oath, at the guilty plea hearing (if such a hearing  
6 occurred prior to the breach); (ii) the agreed to factual basis  
7 statement in this agreement; and (iii) any evidence derived from such  
8 statements, shall be admissible against defendant in any such action  
9 against defendant, and defendant waives and gives up any claim under  
10 the United States Constitution, any statute, Rule 410 of the Federal  
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
12 Procedure, or any other federal rule, that the statements or any  
13 evidence derived from the statements should be suppressed or are  
14 inadmissible.

15 COURT AND PROBATION OFFICE NOT PARTIES

16 23. Defendant understands that the Court and the United States  
17 Probation Office are not parties to this agreement and need not  
18 accept any of the USAO's sentencing recommendations or the parties'  
19 agreements to facts or sentencing factors.

20 24. Defendant understands that both defendant and the USAO are  
21 free to: (a) supplement the facts by supplying relevant information  
22 to the United States Probation Office and the Court, (b) correct any  
23 and all factual misstatements relating to the Court's Sentencing  
24 Guidelines calculations and determination of sentence, and (c) argue  
25 on appeal and collateral review that the Court's Sentencing  
26 Guidelines calculations and the sentence it chooses to impose are not  
27 error, although each party agrees to maintain its view that the  
28 calculations in paragraph 11 are consistent with the facts of this

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8/10/18 P.S.

1 case. While this paragraph permits both the USAO and defendant to  
2 submit full and complete factual information to the United States  
3 Probation Office and the Court, even if that factual information may  
4 be viewed as inconsistent with the facts agreed to in this agreement,  
5 this paragraph does not affect defendant's and the USAO's obligations  
6 not to contest the facts agreed to in this agreement.

7 25. Defendant understands that even if the Court ignores any  
8 sentencing recommendation, finds facts or reaches conclusions  
9 different from those agreed to, and/or imposes any sentence up to the  
10 maximum established by statute, defendant cannot, for that reason,  
11 withdraw defendant's guilty plea, and defendant will remain bound to  
12 fulfill all defendant's obligations under this agreement. Defendant  
13 understands that no one -- not the prosecutor, defendant's attorney,  
14 or the Court -- can make a binding prediction or promise regarding  
15 the sentence defendant will receive, except that it will be within  
16 the statutory maximum.

17 NO ADDITIONAL AGREEMENTS

18 26. Defendant understands that, except as set forth herein,  
19 there are no promises, understandings, or agreements between the USAO  
20 and defendant or defendant's attorney, and that no additional  
21 promise, understanding, or agreement may be entered into unless in a  
22 writing signed by all parties or on the record in court.

23 ///

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. 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.

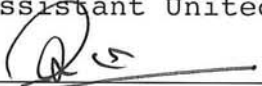
AGREED AND ACCEPTED

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

NICOLA T. HANNA  
United States Attorney

  
\_\_\_\_\_  
MARK TAKLA  
Assistant United States Attorney

8/10/2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
RASHEED AL JIJAKLI  
Defendant

8/10/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
KATHERINE CORRIGAN  
Attorney for Defendant Rasheed Al  
Jijakli

8/10/18  
\_\_\_\_\_  
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

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1 contained in this agreement. No one has threatened or forced me in  
2 any way to enter into this agreement. I am satisfied with the  
3 representation of my attorney in this matter, and I am pleading  
4 guilty because I am guilty of the charge and wish to take advantage  
5 of the promises set forth in this agreement, and not for any other  
6 reason.

7   
8 \_\_\_\_\_  
9 RASHEED AL JIJAKLI  
10 Defendant

8/10/18  
\_\_\_\_\_  
Date

11 CERTIFICATION OF DEFENDANT'S ATTORNEY

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

26   
27 \_\_\_\_\_  
28 KATHERINE CORRIGAN  
Attorney for Defendant Rasheed Al  
JIJAKLI

8/10/18  
\_\_\_\_\_  
Date

KS 8/10/18  
RS.