



IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA	)	
	)	
v.	)	CRIMINAL NO. 03-513-A
	)	
ABDURAHMAN M. ALAMOUDI,	)	
	)	
Defendant.	)	

PLEA AGREEMENT

Paul J. McNulty, United States Attorney for the Eastern District of Virginia, Gordon D. Kromberg, Assistant United States Attorney, Steven P. Ward, Special Assistant United States Attorney, Christopher A. Wray, Assistant Attorney General, Department of Justice, Criminal Division, the Defendant, ABDURAHMAN M. ALAMOUDI, and the Defendant’s counsel have entered into an agreement pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The terms of the agreement are as follows:

**1. Offense and Maximum Penalties**

The Defendant agrees to plead guilty to Counts 13, 25, and 34 of the superseding indictment charging the Defendant with violation of Title 50, United States Code, Section 1705; violation of Title 18, United States Code, Section 1425(a); and violation of Title 26, United States Code, Section 7212(a). The maximum penalties for each count include fines of \$250,000, full restitution, special assessments, and the following terms of imprisonment and supervised release:

Count 13: Ten years of imprisonment and three years of supervised release

Count 25: Ten years of imprisonment and three years of supervised release

Count 34: Three years of imprisonment and one year of supervised release.

The Defendant understands that these supervised release terms are in addition to any prison terms the Defendant may receive, and that a violation of a term of supervised release could result in the Defendant being returned to prison for the full term of supervised release.

## **2. Factual Basis for the Plea**

The Defendant will plead guilty because he is in fact guilty of the charged offenses. The Defendant admits the facts set forth in the statement of facts filed with this plea agreement and agrees that those facts establish guilt of the offense charged beyond a reasonable doubt. The statement of facts, which is hereby incorporated into this plea agreement, constitutes a stipulation of facts for purposes of Section 1B1.2(a) of the Sentencing Guidelines.

## **3. Assistance and Advice of Counsel**

The Defendant is satisfied that his attorneys have rendered effective assistance. His attorneys have counseled him on the terms of this agreement, including all exhibits, and its effects on his immigration status in the United States and his rights under the Immigration and Nationality Act (as amended). The Defendant confirms that he has had adequate time to discuss this case, the evidence, and this agreement and its exhibits with his attorneys, and that they have provided him with all of the legal advice that he requested.

The Defendant understands that by entering into this agreement, he surrenders certain rights as provided in this agreement. The Defendant understands that the rights of criminal defendants include the following:

- a. the right to plead not guilty and to persist in that plea;
- b. the right to a jury trial;
- c. the right to be represented by counsel – and, if necessary have the court appoint counsel – at trial and at every other stage of the proceedings; and

- d. the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses.

The Defendant understands that by entering into this agreement, he waives certain rights possessed by aliens in the United States under the Immigration and Nationality Act (as amended), as described in paragraph 21(c) of this agreement.

#### **4. Role of the Court and the Probation Office**

The Defendant understands that the Court has jurisdiction and authority to impose any sentence within the statutory maximum described above but that the Court will determine the Defendant's actual sentence in accordance with the United States Sentencing Commission's Sentencing Guidelines and Policy Statements. The Defendant understands that the Court has not yet determined a sentence and that any estimate of the probable sentencing range under the Sentencing Guidelines that the Defendant may have received from his counsel, the United States, or the Probation Office, is a prediction, not a promise, and is not binding on the United States, the Probation Office, or the Court. The United States makes no promise or representation concerning what sentence the Defendant will receive, and the Defendant cannot withdraw a guilty plea based upon the actual sentence.

#### **5. Sentencing Guidelines**

With regard to the Sentencing Guidelines, the Defendant and the United States, pursuant to Fed. R. Crim. P. 11(c)(1)(B), agree to recommend to the Court as follows:

- (a) U.S.S.G. § 2M5.1 is the applicable sentencing guideline for the Defendant's violation in Count 13.
- (b) For purposes of U.S.S.G. § 3A1.4, Count 13 is a felony that involved, or was intended to promote, a federal crime of terrorism. The parties understand that pursuant to U.S.S.G. § 3A1.4, the Defendant's criminal history category shall be Category VI.

- (c) For purposes of Count 13, the Defendant's role in the offense was more than that of a minimal participant, as defined by U.S.S.G. § 3B1.2(a), but not more than that of a minor participant, as defined by U.S.S.G. § 3B1.2(b). Thus, pursuant to U.S.S.G. § 3B1.2, the parties agree that the Defendant's offense level should be reduced by two levels because he was a minor participant.
- (d) For purposes of application of U.S.S.G. § 3B1.2 to Count 13, the Defendant contends that his offense level should be reduced by three levels rather than two levels because his role fell between that of a minor participant and that of a minimal participant. The United States takes no position with respect to whether the Defendant's role was between that of a minor participant and a minimal participant, such that his offense level should be reduced by three levels rather than two levels pursuant to U.S.S.G. § 3B1.2.
- (e) Provided that the Defendant acknowledges to the Government, the Probation Office, and the Court the nature and extent of all relevant criminal conduct, the Government will recommend a two-level reduction in the Defendant's offense level for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a).
- (f) Provided that the Defendant executes this agreement by July 28, 2004, and complies with all aspects of this agreement, the Government will stipulate that the Defendant has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, and will recommend an additional one-level reduction in offense level pursuant to U.S.S.G. § 3E1.1(b).
- (g) If the Court concurs with the recommendations of the parties as detailed in this agreement, neither party will seek a departure from the applicable sentencing guidelines except that the United States may in its complete discretion seek a downward departure pursuant to U.S.S.G. § 5K1.1 and subsequent reduction of sentence pursuant to Rule 35.

## **6. Waiver of Jury Trial on Sentencing Factors**

The defendant, by entering this plea, also waives the right to have facts that determine the offense level under the Sentencing Guidelines (including facts that support any specific offense characteristic or other enhancement or adjustment) (1) charged in the indictment, (2) proven to a jury, or (3) proven beyond a reasonable doubt. The defendant explicitly consents to be

sentenced pursuant to the applicable Sentencing Guidelines, to have the sentence based on facts to be established by a preponderance of the evidence before the sentencing judge, and to allow the court to consider any reliable evidence without regard to its admissibility at trial. The defendant explicitly acknowledges that his plea to the charged offense(s) authorizes the Court to impose any sentence that is authorized by the Sentencing Guidelines up to and including the maximum sentence set forth in the United States Code. The defendant also waives all challenges to the constitutionality of the Sentencing Guidelines.

#### **7. Waiver of Appeal and Review**

The Defendant also understands that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Nonetheless, the Defendant knowingly waives the right to appeal the conviction and any sentence within the maximum provided in the statute of conviction (or the manner in which that sentence was determined) on the grounds set forth in Title 18, United States Code, Section 3742 or on any ground whatsoever, in exchange for the concessions made by the United States in this plea agreement. The Defendant and the United States agree that this waiver of appeal does not apply to an appeal of a denial of a government motion for reduction of sentence pursuant to Rule 35, Federal Rules of Criminal Procedure. This agreement does not affect the rights or obligations of the United States as set forth in Title 18, United States Code, Section 3742(b). The Defendant also hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act, Title 5, United States Code, Section 552a. The Government agrees that in the event a government's motion for

reduction of sentence pursuant to Rule 35, Federal Rules of Criminal Procedure, is made and denied, the Government will provide to the Defendant records necessary to prepare an appeal.

**8. Special Assessment**

Before sentencing in this case, the Defendant agrees to pay a mandatory special assessment of one hundred dollars (\$100.00) per count of conviction.

**9. Payment of Monetary Penalties**

The Defendant understands and agrees that, pursuant to Title 18, United States Code, Sections 3613, whatever monetary penalties are imposed by the Court will be due and payable immediately and subject to immediate enforcement by the United States as provided for in Section 3613. Furthermore, the Defendant agrees to provide all of his financial information to the United States and the Probation Office and, if requested, to participate in a pre-sentencing debtor's examination. If the Court imposes a schedule of payments, the Defendant understands that the schedule of payments is merely a minimum schedule of payments and not the only method, nor a limitation on the methods, available to the United States to enforce the judgment. If the Defendant is incarcerated, the Defendant agrees to participate in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments.

**10. Immunity from Further Prosecution**

The United States will not further criminally prosecute the Defendant for the specific conduct described in the indictment or statement of facts.

**11. Dismissal of Other Counts**

As a condition of the execution of this agreement and the Court's acceptance of the Defendant's plea of guilty, the United States will move to dismiss the remaining counts of the indictment against him.

## **12. The Defendant's Cooperation**

The Defendant agrees to cooperate fully and truthfully with the United States, and provide all information known to the Defendant regarding any criminal activity and any violation of immigration law as requested by the United States or U.S. Immigration and Customs Enforcement, Department of Homeland Security. In that regard:

- a. The Defendant agrees to testify truthfully and completely at any grand juries, trials or other proceedings in the United States; and further agrees that, although this plea agreement does not require him to testify outside the United States, he will testify truthfully and completely wherever he testifies. Notwithstanding this provision, the Defendant shall not be required to testify against his wife or children in any proceeding.
- b. The Defendant agrees to be reasonably available for debriefing and pre-trial conferences as the United States may require.
- c. The Defendant agrees to be reasonably available for debriefings in the United States by foreign authorities, provided those authorities have agreed that information obtained during such debriefings is subject to the same use restrictions imposed upon the United States by this plea agreement.
- d. The Defendant agrees to be reasonably available for testimony in the United States for foreign proceedings, provided the country seeking such testimony agrees that the testimony is subject to the same use restrictions imposed upon the United States by this plea agreement.
- e. The Defendant agrees to testify in foreign proceedings pursuant to requests under a Mutual Legal Assistance Treaty.
- f. The Defendant agrees to provide all documents, records, writings, or materials of any kind in the Defendant's possession or under the Defendant's care, custody, or control relating directly or indirectly to all areas of inquiry and investigation.

- g. The Defendant agrees that, upon request by the United States, the Defendant will voluntarily submit to polygraph examinations to be conducted by a polygraph examiner of the United States' choice.
- h. The Defendant agrees that the Statement of Facts is limited to information to support the plea. The Defendant will provide more detailed facts relating to this case during ensuing debriefings.
- i. The Defendant is hereby on notice that he may not violate any federal, state, or local criminal law while cooperating with the government, and that the government will, in its discretion, consider any such violation in evaluating whether to file a motion for a downward departure or reduction of sentence.
- j. Nothing in this agreement places any obligation on the government to seek the Defendant's cooperation or assistance.
- k. The Defendant agrees to cooperate fully with U.S. Immigration and Customs Enforcement in the joint filing in the Arlington Office of the Immigration Judge, Executive Office for Immigration Review, of an executed original of the "Joint Motion for Stipulated Order of Removal" ("the Joint Motion"), with attached draft "Order of the Immigration Judge," which are attached hereto as Exhibits A. The Defendant understands that the Arlington Office of the Immigration Judge, Executive Office for Immigration Review, has the sole discretion to rule on the Joint Motion.

### **13. Use of Information Provided by the Defendant Under This Agreement**

Pursuant to Section 1B1.8 of the Sentencing Guidelines, no truthful information that the Defendant provides pursuant to this agreement will be used to enhance the Defendant's guidelines range. The United States will not use any such information against the Defendant in any criminal case. However, the United States may make derivative use of and may pursue any investigative leads suggested by any such information. The United States will bring this plea



agreement and the full extent of the Defendant's cooperation to the attention of other prosecuting offices if requested. Nothing in this plea agreement, however, restricts the Court's or Probation Office's access to information and records in the possession of the United States. Furthermore, nothing in this agreement prevents the government in any way from prosecuting the Defendant should he provide false, untruthful, or perjurious information or testimony or from using information provided by the Defendant in furtherance of any forfeiture action, whether criminal or civil, administrative or judicial.

**14. The Defendant Must Provide Full, Complete and Truthful Cooperation**

This plea agreement is not conditioned upon charges being brought against any other individual. This plea agreement is not conditioned upon any outcome in any pending investigation. This plea agreement is not conditioned upon any result in any future prosecution which may occur because of the Defendant's cooperation. This plea agreement is not conditioned upon any result in any future grand jury presentation or trial involving charges resulting from this investigation. This plea agreement is conditioned upon the Defendant providing full, complete and truthful cooperation.

**15. Motion for a Downward Departure**

The parties agree that the United States reserves the right to seek any departure from the applicable sentencing guidelines, pursuant to Section 5K1.1 of the Sentencing Guidelines and Policy Statements, or any reduction of sentence pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure, if, in its sole discretion, the United States determines that such a departure or reduction of sentence is appropriate.

**16. Forfeiture Agreement**

The Defendant agrees to forfeit all interests in all assets derived from his transactions with Libya that he owns or over which he exercises control, directly or indirectly, as well as any property that is traceable to, derived from, fungible with, or that constitutes the proceeds of his offense, including but not limited to the \$340,000 in cash seized from him in London in August 2003, and all other monies he received or that were transferred on his behalf from the Government of Libya and/or the World Islamic Call Society, in the amount of \$910,000. Should any portion of these proceeds be forfeited to the United Kingdom, the United States agrees to credit those amounts against the total amount determined forfeitable pursuant to this agreement. The Defendant further agrees to waive all interest in any such assets in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal, foreign or domestic. The Defendant agrees to consent to the entry of orders of forfeiture, both in the United States and United Kingdom, for such property and waives the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment. The Defendant understands that the forfeiture of assets is part of the sentence that may be imposed in this case.

#### **17. Waiver of Further Review of Forfeiture**

The Defendant further agrees to waive all constitutional and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this plea agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The Defendant also waives any failure by the Court to advise the Defendant of any applicable forfeiture at the time the guilty plea is accepted as required by Rule 11(b)(1)(j). The Defendant agrees to take all steps as requested by the United States to pass

clear title to forfeitable assets to the United States, and to testify truthfully in any judicial forfeiture proceeding. The Defendant understands and agrees that all property covered by this agreement is subject to forfeiture as the proceeds of illegal conduct and property involved in illegal conduct giving rise to forfeiture, and/or assets traceable to property otherwise subject to forfeiture.

**18. The Defendant's Obligations Regarding Assets Subject to Forfeiture**

The Defendant agrees to identify all assets over which the Defendant exercises or exercised control, directly or indirectly, within the past three years, or in which he has or had during that time any financial interest. The Defendant agrees to take all steps as requested by the United States to obtain from any other parties by any lawful means any records of assets owned at any time by the Defendant. The Defendant agrees to undergo any polygraph examination the United States may choose to administer concerning such assets and to provide and/or consent to the release of his tax returns for the previous five years. The Defendant agrees to forfeit to the United States all of his interests in any asset of a value of more than \$1000 that, within the last three years, he owned, or in which he maintained an interest, the ownership of which he fails to disclose to the United States in accordance with this agreement.

**19. Payment of Taxes and Filing of Tax Returns**

The Defendant consents to any motion by the United States under Rule 6(e)(3)(E) of the Federal Rules of Criminal Procedure, to disclose grand jury material to the Internal Revenue Service, and any other material gathered in the course of this investigation which might be relevant in computing and collecting the Defendant's taxes, interest and penalties, and to the civil and forfeiture sections of the United States Attorney's Office for use in identifying assets and collecting fines and restitution. Defendant waives any rights he may have pursuant to Title

26, United States Code, Section 7213 and Federal Rule of Criminal Procedure 6(e), and any other right of privacy with respect to his tax returns and return information.

The Defendant also agrees to file true and correct tax returns for the years 1998 through 2003 within one hundred and eighty days, and to cooperate with the Internal Revenue Service in the determination, assessment and collection of all taxes, interest and penalties remaining due for those years. The Defendant further agrees to make all books, records and documents available to the Internal Revenue Service for use in computing Defendant's taxes, interest and penalties for the years 1998 through 2003. Should the Defendant reach an agreement with the Internal Revenue Service to pay any unpaid taxes, penalties and interests on an installment plan, Defendant agrees that compliance with any such installment plan should be made a special condition of supervised release pursuant to U.S.S.G. § 5D1.3(b).

The Defendant understands that any information provided the Internal Revenue Service for the purpose of the civil process of determining, assessing and collecting taxes may be shared with Commonwealth of Virginia taxing authorities pursuant to Title 26, United States Code, Section 6103, and agrees to the use of such information by such authorities for the civil purpose of determining, assessing and collecting additional income tax due to the Commonwealth of Virginia. The Defendant further understands that, should he enter this agreement, he will receive a written commitment from the Office of the Commonwealth Attorney for Fairfax County not to prosecute him for any criminal tax violations for funds received as a result of conduct covered by this agreement, the superseding indictment or the statement of facts.

## **20. Immigration Status**

The Defendant was born in Asmara, Ethiopia (now Eritrea) and became a naturalized United States citizen on May 23, 1996. The Defendant has a passport issued by the Republic of

Yemen. The Defendant understands that the offense of procuring his naturalization by fraud under Title 18, United States Code, Section 1425(a) is a crime involving moral turpitude that raises a ground of inadmissibility within the meaning of Title 8, United States Code, Section 1182(a)(2)(A)(i)(I), and, therefore, that upon conviction for that offense, and upon his resulting denaturalization and the termination of his lawful permanent resident status, as described herein in paragraphs 21(a) and (b), the Defendant will be ineligible for a visa or admission to the United States. The Defendant also understands that the offense of corruptly endeavoring to impede the due administration of the internal revenue laws under Title 26, United States Code, Section 7212(a) is also a crime involving moral turpitude under Title 8, United States Code, Section 1182(a)(2)(A)(i)(I), that a conviction on both offenses raises a ground of removability within the meaning of Title 8, United States Code, Section 1227(a)(2)(A)(ii), and that, upon conviction on both offenses, the Defendant will be subject to removal from the United States. The Defendant understands that, as described in paragraph 21(a) of this agreement, his United States citizenship will be revoked by the District Court pursuant to Title 8, United States Code, Section 1451(e). The Defendant further understands that his resulting lawful permanent resident status will be terminated by the Arlington Office of the Immigration Judge, Executive Office for Immigration Review, in accordance with the "Joint Motion for Stipulated Order of Removal," which is attached hereto as Exhibit A and incorporated herein and specifically made a part of this agreement.

## **21. Agreements and Conditions on Immigration Matters**

The United States Attorney's Office for the Eastern District of Virginia has consulted with the Department of Homeland Security regarding the terms of this agreement and its exhibits. Subject to the Defendant's full compliance with the terms of this agreement and upon

the District Court's acceptance of the Defendant's plea of guilty, and pursuant to Title 28, Code of Federal Regulations, Section 0.197 and Title 6, United States Code, Section 552, the Assistant Secretary of U.S. Immigration and Customs Enforcement, Department of Homeland Security, and the Director of U.S. Citizenship and Immigration Services, Department of Homeland Security, or their delegates, hereby agree to all provisions that entail consequences for the Defendant's immigration status and continued presence in the United States contained in this agreement. The required written authorization letters from the Assistant Secretary and the Director are attached hereto as Exhibits B & C, and are herein incorporated by reference. The Defendant agrees that this agreement and its exhibits, including the authorization letters from U.S. Immigration and Customs Enforcement and U.S. Citizenship and Immigration Services, contain all of the promises and agreements between the United States and the Defendant, and the Defendant agrees that he will not claim otherwise in the future.

a. Denaturalization

Defendant agrees to the entry of a District Court order, pursuant to Title 8, United States Code, Section 1451(e), revoking, setting aside, and declaring void the final order admitting him to citizenship, and declaring his certificate of naturalization cancelled. Upon entry of that order, the Defendant agrees immediately to surrender any and all indicia and documentation of citizenship, including his certificate of naturalization (No. 22295795), to U.S. Immigration and Customs Enforcement. Upon cancellation of his United States citizenship, the Defendant will revert to the status of lawful permanent resident.

b. Stipulated Removal Order

Immediately following sentencing in this matter, U.S. Immigration and Customs Enforcement agrees to file jointly with the Defendant, in the Arlington Office of the Immigration

Judge, Executive Office for Immigration Review, an executed original of the attached “Joint Motion for Stipulated Order of Removal,” with attached draft “Order of the Immigration Judge,” which is attached hereto as Exhibit A and is incorporated herein and specifically made a part of this agreement. The Defendant understands that this filing will result in the termination of his lawful permanent resident status and the issuance of an order for his removal to Yemen, or, in the alternative, Eritrea. The Defendant agrees that, upon the termination of his lawful permanent resident status, he immediately will return all indicia and documentation of lawful status, if any, to U.S. Immigration and Customs Enforcement.

c. Waiver of Rights

Except as provided in this agreement, and in accordance with the attached “Joint Motion for Stipulated Order of Removal,” the Defendant agrees to waive any rights he may have under the Immigration and Nationality Act (as amended) and related federal regulations, including the right to contest removal from the United States. The Defendant agrees that he is removable from the United States on the charges of removal stated in the Notice to Appear and as outlined in the stipulated order of removal, and that the resulting removal order is final. The Defendant represents that, at this time, he has no fear of persecution or torture in the countries of removal listed on the order of removal, namely, Yemen or Eritrea. The Defendant waives the following:

- a. the right to notice of the charges against him;
- b. the right to a hearing before an immigration judge, or any other authority under the Immigration and Nationality Act (as amended), on the question of his removability from the United States;
- c. the right to examine the evidence against him, to present evidence on his own behalf, and to cross-examine witnesses presented against him;
- d. the right to appeal, reopen, reconsider, collaterally attack, or otherwise challenge in any way and in any venue, whether administrative or judicial, the resulting removal order;

- e. the right to all forms of relief from removal under the Immigration and Nationality Act (as amended) and related federal regulations, including, but not limited to, the right to apply for asylum, withholding of removal, cancellation of removal, adjustment of status, voluntary departure and any waivers of removability; and
  - f. the right to bring a claim for ineffective assistance of counsel.
- d. Deferred Action

Defendant understands that U.S. Immigration and Customs Enforcement will not execute the removal order while he is serving any term of incarceration. U.S. Immigration and Customs Enforcement agrees that, after Defendant has completed his term of incarceration, it will defer action on the removal order against the Defendant for an initial period of two years, and issue an initial order of supervision for the duration of the initial deferred action period. U.S. Immigration and Customs Enforcement will set the terms of the order of supervision at the time of the issuance of such order. The Defendant may apply for successive periods of deferred action on the order of removal, with corresponding orders of supervision, for as long as he seeks to remain in the United States. U.S. Immigration and Customs Enforcement agrees that it will grant all requests made by the Defendant for additional periods of deferral on the execution of the order of removal, and issue orders of supervision on similar terms, as long as the Defendant is in continuing compliance with all provisions of this agreement, does not engage in further criminal conduct, does not engage in terrorist activity as defined in Title 8, United States Code, Section 1182(a)(3)(B), and fully complies with the order(s) of supervision. U.S. Immigration and Customs Enforcement will not remove the Defendant from the United States to any foreign country during all periods of deferred action and supervised release.

- e. Custody Status



U.S. Immigration and Customs Enforcement agrees that if the Defendant complies with all terms and conditions of this agreement, it will not lodge a detainer on the Defendant at any time following the issuance of the removal order and will not detain the Defendant on the basis of the removal order, upon his release from any incarceration imposed pursuant to his plea of guilty.

f. Employment Authorization

U.S. Citizenship and Immigration Services agrees that upon the Defendant's proper filing of an Application for Employment Authorization (Form I-765) and appropriate fee, with U.S. Citizenship and Immigration Services (or upon compliance with any other procedures specifically required by U.S. Citizenship and Immigration Services for acquiring evidence of employment authorization), the Defendant will be work authorized in accordance with Title 8, Code of Federal Regulations, Section 274a.12(c)(14), and will be provided evidence thereof, during any and all periods of deferred action and supervision granted by U.S. Immigration and Customs Enforcement, pursuant to applicable regulations and under such conditions as prescribed by U.S. Citizenship and Immigration Services.

g. Immigration Consequences to the Defendant's Wife

U.S. Immigration and Customs Enforcement agrees not to initiate proceedings against the Defendant's wife, Shifa Othman Alamoudi, Alien No. A 77 510 839, solely on the basis of her having acquired her lawful permanent resident status through her marriage to the Defendant. Likewise, U.S. Immigration and Customs Enforcement agrees that it will not take the position that the Defendant's denaturalization is, in and of itself, grounds for removal of his wife. If U.S. Immigration and Customs Enforcement learns of any other basis on which to initiate proceedings against the Defendant's wife, other than the denaturalization of the Defendant, it may, in its

discretion, initiate such proceedings. Notwithstanding this, U.S. Immigration and Customs Enforcement is not presently aware of any basis on which to initiate proceedings against the Defendant's wife.

h. Defendant's Promise Not to Seek Immigration Benefits

The Defendant agrees not to be the beneficiary of any petition for immigration benefits filed on his behalf. The Defendant further agrees not to apply for any immigration benefits on the basis of any petition filed on his behalf.

**22. Prosecution in England and Wales**

If the Defendant is sentenced pursuant to this agreement and receives the terrorist enhancement under the United States Sentencing Guidelines, Section 3A1.4, on the basis set forth in the Criminal Information (a copy of which is annexed hereto as Exhibit D), the Crown Prosecution Service of England and Wales has confirmed that it would not institute proceedings for any offenses based upon conduct set forth in the superseding indictment and statement of facts, as, in its opinion, any such prosecution would, under the laws of England and Wales, fail as an abuse of process.

**23. Breach of the Agreement and Remedies**

This agreement is effective when signed by the Defendant, his attorney, and the attorneys for the United States. The Defendant agrees to entry of this plea agreement at the date and time scheduled with the Court by the United States (in consultation with the Defendant's attorney). If the Defendant withdraws from this agreement, or commits or attempts to commit any additional federal, state or local crimes, or intentionally gives materially false, incomplete, or misleading testimony or information, or otherwise materially violates any provision of this agreement, then:

- a. The United States will be released from its obligations under this agreement, including any obligation to seek a downward departure or a reduction in sentence.

The Defendant, however, may not withdraw the guilty plea entered pursuant to this agreement;

- b. The Defendant will be subject to prosecution for any federal criminal violation, including, but not limited to, perjury and obstruction of justice, that is not time-barred by the applicable statute of limitations on the date this agreement is signed. Notwithstanding the subsequent expiration of the statute of limitations, in any such prosecution, the Defendant agrees to waive any statute-of-limitations defense; and
- c. Any prosecution, including the prosecution that is the subject of this agreement, may be premised upon any information provided, or statements made, by the Defendant, and all such information, statements, and leads derived therefrom may be used against the Defendant. The Defendant waives any right to claim that statements made before or after the date of this agreement, including the statement of facts accompanying this agreement or adopted by the Defendant and any other statements made pursuant to this or any other agreement with the United States, should be excluded or suppressed under Fed. R. Evid. 410, Fed. R. Crim. P. 11(f), the Sentencing Guidelines or any other provision of the Constitution or federal law.

If the United States withdraws from this agreement, or violates the terms of this agreement, the Defendant shall be entitled to seek specific enforcement of this agreement by the Court in an appropriate proceeding. Any alleged breach of this agreement by either party shall be determined by the Court in an appropriate proceeding at which the Defendant's disclosures and documentary evidence shall be admissible and at which the moving party shall be required to establish a breach of the plea agreement by a preponderance of the evidence.

#### **24. Nature of the Agreement and Modifications**

This written agreement constitutes the complete plea agreement between the United States, the Defendant, and the Defendant's counsel. The Defendant and his attorneys acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in writing in this plea agreement, to cause the Defendant to plead guilty. Any modification of this plea agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

Paul J. McNulty  
United States Attorney

By:

Gordon D. Kromberg  
Assistant United States Attorney

Steven P. Ward  
Special Assistant United States Attorney

APPROVED:

\_\_\_\_\_  
Rob Spencer  
Chief, Criminal Division

Dated: \_\_\_\_\_

Christopher A. Wray  
Assistant Attorney General  
Department of Justice  
Criminal Division

By:

Barry Sabin  
Chief, Counterterrorism Section

Defendant's Signature: I hereby agree that I have consulted with my attorney and fully understand all rights with respect to the pending criminal indictment. Further, I fully understand all rights with respect to the provisions of the Sentencing Guidelines and Policy Statements which may apply in my case. I have read this plea agreement and its Exhibits and have carefully reviewed every provision therein with my attorney. I understand all terms contained in this agreement, including its Exhibits, its effects on my immigration status and my rights under the Immigration and Nationality Act (as amended), I understand this agreement and voluntarily agree to it.

Date: \_\_\_\_\_

ABDURAHMAN M. ALAMOUDI  
Defendant

Defense Counsel Signature: We are counsel for the Defendant in this case. We have fully explained to the Defendant his rights with respect to the pending indictment. Further, we have reviewed the provisions of the Sentencing Guidelines and Policy Statements and we have fully explained to the Defendant the provisions of those Guidelines which may apply in this case. We have carefully reviewed every provision of this plea agreement, including its Exhibits, with the Defendant and have explained its effects on his immigration status and his rights under the Immigration and Nationality Act (as amended). To our knowledge, the Defendant's decision to enter into this agreement is an informed and voluntary one.

Date: \_\_\_\_\_

James P. McLoughlin

Date: \_\_\_\_\_

Stanley Cohen

Date: \_\_\_\_\_

Alton L. Gwaltney, III

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA            )  
  )  
  ) v.            ) CRIMINAL NO. 03-513-A  
  )  
ABDURAHMAN M. ALAMOUDI, )  
  )  
  ) Defendant.            )

STATEMENT OF FACTS

Were this matter to go to trial, the United States of America would prove the following facts beyond a reasonable doubt:

1. From November 1, 1995, to on or about September 28, 2003, in the Eastern District of Virginia and elsewhere, the Defendant, ABDURAHMAN MUHAMMAD ALAMOUDI, unlawfully, knowingly, and willfully falsified, concealed and covered up by a trick, scheme and device, material facts in matters within the jurisdiction of the Department of the Treasury; Internal Revenue Service; United States Customs Service; the Department of Justice; Immigration and Naturalization Service; and the Department of Homeland Security, agencies of the executive branch of the government of the United States.

2. A primary purpose of the scheme was to obtain money from Libya and other sources overseas and transmit it to and through the United States outside of the knowledge of the United States government and without attracting the attention of law enforcement and regulatory authorities. Specifically, to prevent the Department of the Treasury, Internal Revenue Service, Customs Service, the Department of Justice, Immigration and Naturalization Service, and the

Department of Homeland Security, from learning how much money he controlled, how and where he obtained such money, and what he did with such money; ALAMOUDI:

- a. Engaged in financial transactions with the Government of Libya, a country designated under Section 6(j) of the Export Administration Act of 1979 as a country supporting international terrorism, in violation of Title 18, United States Code, Section 2332d;
- b. Engaged in financial transactions with Libya, in violation of a regulation issued under Chapter 35 of Title 50, United States Code, in violation of Title 50, United States Code, Section 1705;
- c. Used his United States passport in violation of the conditions and restrictions therein contained, and the rules prescribed pursuant to the laws regulating the issuance of passports, in violation of Title 18, United States Code, Section 1544;
- d. Made false material statements and representations in matters within the jurisdiction of the Immigration and Naturalization Service, an agency of the executive branch of the government of the United States, in matters involving citizenship, naturalization, and the registry of aliens,
  - i. by falsely denying certain overseas travel;
  - ii. by falsely concealing his affiliation with Mousa Abu Marzook, who had been named a Specially Designated Terrorist under Executive Order 12947 on August 29, 1995; and
  - iii. by falsely concealing his membership in other organizations with connections to foreign entities;
- e. Falsely denied to United States Customs Service officials, and later to officials of the Department of Homeland Security, United States Customs and Border Protection, that he had traveled to Libya when he had in fact done so, in violation of 18 U.S.C. § 1001;
- f. Traveled to Libya on different passports than the one he presented to Department of Homeland Security, United States Bureau of Customs and Border Protection officials upon his return from trips to Libya;
- g. Failed to disclose that he had an interest in and signature and other authority over a foreign financial account in Switzerland on Schedule B (Interest and Ordinary Dividends) to his individual income tax return (IRS Form 1040), in violation of Title 26, U.S.C. § 7206(1); and

- h. Failed to file Reports of Foreign Bank and Financial Account (TD Form 90-22.1) as required for individuals having financial interests in, or signature or other authority over, financial accounts in foreign countries as required by Title 31, U.S.C. § 5314, in violation of 31 U.S.C. § 5322.

3. Internal Revenue Code Section 6033 generally requires tax-exempt organizations to file returns if their annual receipts are in excess of \$25,000. IRS Form 990 (Return of Organization Exempt from Income Tax) is used by tax-exempt organizations to provide the IRS with the required information. At Part I, Form 990, line 1(d), the tax-exempt organization is required to report its total contributions. Generally, exempt organizations are required to attach a schedule (Schedule B) to their IRS Form 990 identifying all contributors who gave, in the aggregate, more than \$5,000 during the year by name and address and the total of their contribution.

4. Beginning at a date unknown to the grand jury and continuing through September 28, 2003, in Falls Church, in the Eastern District of Virginia, and elsewhere, ABDURAHMAN M. ALAMOUDI corruptly endeavored to impede the due administration of the internal revenue laws by:

- a. Attempting to structure the importation into the United States of currency he received from Libyan sources outside the United States for the purpose of evading the filing of a Report of International Transportation of Currency or Monetary Instruments in accordance with the reporting requirements of Section 5316 of Title 31, United States Code, by attempting to transport currency to Saudi Arabia for deposit there and subsequent wire transfer into the United States;
- b. Attempting to structure transactions with domestic financial institutions in currency he received from Libyan sources outside the United States for the purpose of evading the filing of a Currency Transaction Report in accordance with the reporting requirements of sections 5313(a) of Title 31, United States Code, by attempting to transport currency to Saudi Arabia for deposit there and subsequent wire transfer into the United States;
- c. Attempting to deal in currency he received from Libyan sources outside the United States for the purpose of evading the reporting requirements under Internal Revenue Code Section 6033(b) and the regulations thereunder, requiring tax exempt organizations to identify on their IRS Form 990 all contributors of \$5,000 or more by name, address and amount contributed during the year, by attempting to transport currency to Saudi Arabia for deposit there and subsequent wire transfer into the United States for American Muslim Foundation, an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code;



- d. Failing to disclose that he had an interest in and signature and other authority over foreign financial accounts in Switzerland on Schedule B (Interest and Ordinary Dividends) to his individual income tax return (IRS Form 1040); and
- e. Failing to file Reports of Foreign Bank and Financial Account (TD Form 90-22.1) as required for individuals having financial interests in, or signature or other authority over, financial accounts in foreign countries as required by Title 31, U.S.C. § 5314.

5. At all times relevant to this Statement of Facts, the International Emergency Economic Powers Act (Title 50, United States Code, Sections 1701 through 1706) (“IEEPA”), empowered the President of the United States to deal with unusual or extraordinary threats to the national security and foreign policy of the United States by regulating or prohibiting transactions involving property in which a foreign country or a national thereof has any interest. IEEPA empowered the President to regulate or prohibit such transactions through the issuance of Executive Orders which have the force and effect of law. A willful violation, or attempted violation, of any Executive Order, Regulation, or a license issued under the authority of IEEPA is a crime pursuant to Title 50, United States Code, Section 1705(b).

6. On January 7, 1986, in the wake of terrorist bombings at airports in Rome, Italy, and Vienna, Austria, President Reagan declared a national emergency and invoked his powers under IEEPA, to order wide-ranging and comprehensive economic sanctions against Libya. The effect of the economic sanctions ordered was to halt virtually all economic intercourse with Libya and to “block” all Libyan property in the United States.

7. To implement President Reagan’s orders regarding economic sanctions against Libya, the United States Department of the Treasury, through the Office of Foreign Assets Control (“OFAC”), promulgated the Libyan Sanctions Regulations, which are contained in Title 31, Code of Federal Regulations, Part 550. The Libyan Sanctions Regulations prohibit U.S. persons from engaging in: (a) the exportation of goods and services to Libya; (b) transactions involving

property in which the Government of Libya has an interest; (c) transactions relating to travel to and from Libya or to activities within Libya; and (d) transactions which have the purpose or effect of evading the prohibitions in the regulations. In short, the Libyan Sanctions Regulations prohibit virtually all commercial transactions with Libya by U.S. persons unless they have been licensed or otherwise authorized.

8. At all times relevant to this Statement of Facts, Libya has been continuously designated a state sponsor of terrorism under Section 6(j) of the Export Administration Act of 1979. Title 31, Code of Federal Regulations, Section 550.203 prohibits any transaction by a United States person relating to transportation to or from Libya. Title 31, Code of Federal Regulations, Section 550.209 prohibits dealing in property in which the Government of Libya has an interest (known as “blocked property”). The World Islamic Call Society is a part of the Government of Libya for purposes of IEEPA and the Libyan Sanctions Regulations, pursuant to Title 31, Code of Federal Regulations, Section 550.304.

9. At all times relevant to this case, ABDURAHMAN M. ALAMOUDI was a United States person who knew that Libya was a country designated as a country supporting international terrorism, and that lawful regulations barred him, unless licensed or otherwise authorized, from engaging in financial transactions with the Government of Libya, paying expenses related to travel to Libya, and using his United States passport to travel to Libya. At no time relevant to this statement of facts did ABDURAHMAN M. ALAMOUDI apply for or receive such licenses or authorizations.

10. Title 31, United States Code, Section 5314 authorizes the Secretary of the Treasury to require all citizens of the United States to file reports with the Treasury Department when they maintain relationships with a bank in a foreign country. Pursuant to that authority, Title 31,

Code of Federal Regulations, Sections 103.24 and 103.27, require individuals to report their foreign bank accounts to the Internal Revenue Service for each year they have such accounts. Individuals report such interests on Schedule B (Interest and Ordinary Dividends) to their individual income tax return (Form 1040) and on a form known as a TD F 90-22.1, Report of Foreign Bank and Financial Accounts.

11. TD F 90-22.1 (commonly known as an “FBAR” as an acronym for “Foreign Bank Account Report”) is required to be filed no later than June 30<sup>th</sup> of each calendar year with respect to foreign financial accounts maintained during the previous calendar year, by all citizens who maintained a financial interest in, signature authority over, or other authority over one or more financial accounts in foreign countries with an aggregate value of \$10,000 or more. A willful violation of a regulation or order issued under Section 5314 of Title 31, United States Code, is punishable pursuant to Section 5322 of that Title.

12. On or about August 18, 1999, ABDURAHMAN M. ALAMOUDI, opened account number 283-810390 at Union Bank of Switzerland, in Zurich, Switzerland, with an initial deposit of \$20,000, in his name as the sole account holder, which account he thereafter used to deposit funds received from Libyan sources.

13. On or about January 23, 2000, ABDURAHMAN M. ALAMOUDI paid or caused to be paid expenses relating to round trip air fare on Swiss Air from Zurich, Switzerland, to Tripoli, Libya, in the amount of \$1877.70, without complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

14. On or about June 30, 2000, ABDURAHMAN M. ALAMOUDI willfully failed to file a report of a financial account in foreign countries for tax year 1999 as required by 31 U.S.C. § 5314 and 31 C.F.R. §§ 103.24 and 103.27, even though during that year he had a financial

interest in and signature and other authority over a financial account in Switzerland, which account exceeded \$10,000 in aggregate value.

15. On or about July 31, 2000, ABDURAHMAN M. ALAMOUDI, filed with the Internal Revenue Service a U.S. Individual Income Tax Return (Form 1040) for the calendar year 1999. ALAMOUDI verified that tax return by a written declaration that it was made under the penalties of perjury even though he knew it contained material falsehoods. In response to Part III, Question 7(a) to Schedule B (Interest and Ordinary Dividends) to the Form 1040, ALAMOUDI failed to disclose that he had an interest in, and signature and other authority over a bank account in Switzerland, which account exceeded \$10,000 during the year 1999, and, in response to Question 7(b), he omitted naming Switzerland as a country in which he maintained a bank account.

16. On or about August 14, 2001, to August 23, 2001, in Libya, ABDURAHMAN M. ALAMOUDI used his United States passport to travel to Libya without obtaining a special validation.

17. On or about August 14, 2001, ABDURAHMAN M. ALAMOUDI purchased round trip air fare on Swiss Air from Zurich, Switzerland, to Tripoli, Libya, in the amount of \$2014.28, without complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

18. From on or about February 7, 2002 through February 12, 2002, in Libya, ABDURAHMAN M. ALAMOUDI used his United States passport to travel to Libya without obtaining a special validation.

19. On or about April 15, 2002, ABDURAHMAN M. ALAMOUDI filed with the Internal Revenue Service a joint U.S. Individual Income Tax Return (Form 1040) for the

calendar year 2001. ALAMOUDI verified that tax return by a written declaration that it was made under the penalties of perjury even though he knew it contained material falsehoods. In response to Part III, Question 7(a) to Schedule B (Interest and Ordinary Dividends) to the Form 1040, ALAMOUDI failed to disclose that he had an interest in, and signature and other authority over a bank account in Switzerland, which account exceeded \$10,000 during the year 2001, and, in response to Question 7(b), he omitted naming Switzerland as a country in which he maintained a bank account.

20. On or about June 30, 2002, ABDURAHMAN M. ALAMOUDI willfully failed to file a report of a financial account in foreign countries for tax year 2001 as required by 31 U.S.C. § 5314 and 31 C.F.R. §§ 103.24 and 103.27, even though during that year he had a financial interest in and signature and other authority over a financial account in Switzerland, which account exceeded \$10,000 in aggregate value.

21. On or about September 12, 2002, ABDURAHMAN M. ALAMOUDI purchased round trip air fare on Swiss International Air Lines from Zurich, Switzerland, to Tripoli, Libya, in the amount of \$3493.71 Canadian dollars, without complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

22. On or about October 15, 2002, ABDURAHMAN M. ALAMOUDI purchased round trip air fare on British Airways from London Gatwick Airport to Libya in the amount of \$827.45, without complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

23. On or about November 3, 2002, ABDURAHMAN M. ALAMOUDI purchased air fare on British Airways from Jeddah, Saudi Arabia, to London Heathrow Airport, to Tripoli, Libya, and a return to Jeddah, Saudi Arabia, in the amount of 5067.00 Saudi riyals, without

complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

24. On or about December 31, 2002, the Libyans arranged the purchase of air fare on Swiss International Air Lines from Tripoli, Libya, through Zurich, Switzerland, to Washington Dulles Airport, in the name of ABDURAHMAN M. ALAMOUDI, in the amount of 1306.15 Libyan dinar. ALAMOUDI accepted the ticket and used it to travel to and from Libya without complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

25. When ALAMOUDI returned to the United States at Washington Dulles Airport on or about January 1, 2003, he was required by the Department of Homeland Security to list "Countries visited on this trip prior to U.S. arrival," in response to Question 8 on Customs Form 6059-B. In response, ALAMOUDI falsely wrote that he had visited only countries other than Libya when, as ALAMOUDI then well knew, he had also visited Libya.

26. On or about March 1, 2003, at the Arab League Conference in Sharm-el Sheik, Egypt, a heated exchange between Libyan leader Muammar Gaddafi and Saudi Crown Prince Abdullah was carried live on many television channels. Gaddafi, expressing concern about U.S. troops in Saudi Arabia, said, "King Fahd (the ailing ruler of Saudi Arabia) told me that his country was threatened and he would co-operate with the devil to protect it." Crown Prince Abdullah responded to Gaddafi "Saudi Arabia is a Muslim country and not an agent of colonialism like you and others." Wagging his finger at Gaddafi the Crown Prince continued, "You, who brought you to power? Don't talk about matters that you fail to prove. Your lies precede you, while the grave is ahead of you."

27. On or about March 5, 2003, ABDURAHMAN M. ALAMOUDI assisted in the preparation and filing with the Internal Revenue Service of a joint U.S. Individual Income Tax Return for 2002. ALAMOUDI provided to his return preparer a tax return for electronic filing with the IRS which stated that he did not have an interest in or signature or other authority over a financial account in a foreign country, such as a bank account, securities account, or other financial account, and, omitted the name of the foreign country where the account was located; when ALAMOUDI knew that he had an interest in and signature, and other authority over a bank account in Switzerland, the balance of which exceeded \$10,000 during the year 2002.

28. On or about March 13, 2003, ABDURAHMAN M. ALAMOUDI redeemed frequent flyer miles for a round trip airfare on Swiss International Air Lines from Zurich, Switzerland, to Tripoli, Libya, and paid or caused to be paid the associated taxes in the amount of \$77.82, without complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

29. Prior to March 13, 2003, ABDURAHMAN M. ALAMOUDI was summoned to a meeting in Tripoli at the office of a Libyan government official ("LGO"), herein referred to as LGO #1.

30. At the meeting in Tripoli on or about March 13, 2003, LGO #1 told ALAMOUDI he was upset at the way Gaddafi was treated by Abdullah and wanted to punish the Saudis for his actions.

31. LGO #1 called ABDURAHMAN M. ALAMOUDI to this meeting because of ALAMOUDI's contacts with Saudi dissidents. LGO #1 was counting on ALAMOUDI to make the introductions to the Saudi dissidents, including two individuals living in London, herein referred to as Saudi Dissident #1 and Saudi Dissident #2 ("SD#1" and "SD#2"). At this time,

ALAMOUDI was not told that the objective was to assassinate Crown Prince Abdullah, but rather to create "headaches" and disruption in Saudi Arabia.

32. ALAMOUDI then traveled to London on or about March 18, 2003 and met with SD#1. At this meeting ALAMOUDI learned that SD#1 was willing to assist the Libyans but needed financial support.

33. When ALAMOUDI returned to the United States at Washington Dulles Airport on or about March 19, 2003, he was required by the Department of Homeland Security to list "Countries visited on this trip prior to U.S. arrival," in response to Question 8 on Customs Form 6059-B. In response, ALAMOUDI falsely wrote that he had visited only countries other than Libya when, as ALAMOUDI then well knew, he had also visited Libya.

34. On or about March 30, 2003, the Libyans arranged the purchase of round trip air fare on Swiss International Air Lines from Tripoli, Libya, through Zurich, Switzerland, to London and returning, in the name of ABDURAHMAN M. ALAMOUDI, in the amount of 1275.90 Libyan dinar. ALAMOUDI accepted this ticket and used it to travel to and from Libya, without complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

35. In late March 2003, ABDURAHMAN M. ALAMOUDI met SD#2 in London and at that meeting discussed an introduction to the Libyans and financial assistance to SD#2, who expressed his willingness to meet the Libyans and accept their financial assistance.

36. Thereafter, in late March 2003, ALAMOUDI returned to Libya, again for a meeting. He reported that SD#1 and SD#2 were willing to assist but needed financial support. At this time ALAMOUDI was introduced to a Libyan government official who herein will be referred to



as Libyan Government Official #2 ("LGO #2"). At the conclusion of this meeting, LGO #2 and ALAMOUDI made plans to travel to London to meet SD#1 and SD#2.

37. On or about April 1, 2003, ABDURAHMAN M. ALAMOUDI met LGO #2 in London at a subway station near ALAMOUDI's hotel. Shortly thereafter, SD#1 picked them up in his vehicle. The meeting took place between the three men as SD#1 drove them around London in the vehicle. LGO #2's initial approach was to attempt to enlist SD#1's support to cause disruptions and "headaches" for the Saudis. SD#1 agreed to provide assistance, asking for 400,000 Euros as funding for his communications facilities which were used by Saudi dissidents.

38. A second London meeting took place between the three men on or about April 30, 2003. ABDURAHMAN M. ALAMOUDI and LGO #2 met SD#1 and delivered a payment to him from the Libyans. During this meeting, SD#1 asked for an additional 300,000 Euros. At about the same time LGO #2 and ALAMOUDI also met SD#2 and paid him. LGO #2 had brought the funds delivered to SD#1 and SD#2 to London.

39. When ALAMOUDI returned to the United States at Washington Dulles Airport on or about May 11, 2003, he was required by the Department of Homeland Security to list "Countries visited on this trip prior to U.S. arrival," in response to Question 8 on Customs Form 6059-B. In response, ALAMOUDI falsely wrote that he had visited only countries other than Libya when, as ALAMOUDI then well knew, he had also visited Libya.

40. See Sealed Annex.

41. LGO #2, ABDURAHMAN M. ALAMOUDI and LGO #1 met in Tripoli on or about June 15, 2003 at the request of LGO #1. At this meeting LGO #1 voiced his displeasure to ALAMOUDI and LGO #2 with SD#1's inaction.

42. Sometime in mid-summer 2003, ALAMOUDI learned that LGO #1 became ill. Unknown to ALAMOUDI, an individual referred to herein as Libyan Government Official #3 (“LGO #3”) then became LGO #2's point of contact.

43. During a trip to Libya in the Spring of 2003, ABDURAHMAN M. ALAMOUDI was escorted by another Libyan governmental official, herein referred to as Libyan Government Official #4 (“LGO #4”), to a meeting with LGO #3 and a high-ranking Libyan government official herein referred to as Libyan Government Official #5 (“LGO #5”). After dismissing LGO #3 and LGO #4 from the meeting, LGO #5 directed ALAMOUDI to tell SD#1 that LGO #5 wanted SD#1 to arrange the assassination of Crown Prince Abdullah. ALAMOUDI learned that, without his knowledge, both SD#1 and SD#2 had been asked to provide the names of persons who could accomplish the assassination of Crown Prince Abdullah. When Alamoudi was present, the Libyans referenced herein, except LGO #5, referred to the role of SD#1 and SD#2 as “providing assistance” or providing persons who could take “action,” or words to that effect. However, based upon his meeting with LGO #5, ALAMOUDI knew that this meant they were to provide persons who could carry out the assassination plot.

44. At some time between May and June 2003, while in Libya, ABDURAHMAN M. ALAMOUDI received \$250,000 in cash from LGO #4. See Sealed Annex. Instead, ALAMOUDI used a portion of the cash for himself and transferred the balance to two others for their personal use.

45. On or about June 19, 2003, the Libyans arranged the purchase of air fare at the offices of Swiss International Air Lines, in Tripoli, Libya, from Zurich, Switzerland, to London, in the name of ABDURAHMAN M. ALAMOUDI, in the amount of 1507.05 Libyan dinar.

ALAMOUDI accepted the ticket and used it to travel to and from Libya without complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

46. On or about June 30, 2003, ABDURAHMAN M. ALAMOUDI willfully failed to file a report of a financial account in foreign countries for tax year 2002 as required by 31 U.S.C. § 5314 and 31 C.F.R. §§ 103.24 and 103.27, even though during that year he had a financial interest in and signature and other authority over a financial account in Switzerland, which account exceeded \$10,000 in aggregate value.

47. At a meeting in London in July 2003, LGO #2 delivered additional funding for the plot to SD#1. See Sealed Annex.

48. On or about July 31, 2003 ABDURAHMAN M. ALAMOUDI attended another meeting in Libya, with LGO #1, who expressed displeasure with SD#1's lack of progress in supplying names of persons in Saudi Arabia who could "provide assistance." While ALAMOUDI was in Tripoli during this same trip to Libya, LGO #3 introduced ALAMOUDI to a Libyan government official referred to herein as Libyan Government Official #6 ("LGO #6"). At the meeting with LGO #6 and LGO #3, they complained about the lack of progress in "providing assistance" by SD#1 and SD#2. ALAMOUDI explained that one reason for the inaction was that the Saudi dissidents had not been paid funds which had been promised to them. LGO #6 responded by telling ALAMOUDI that he would be in London in mid-August and would provide the necessary funds.

49. On or about August 3, 2003, the Libyans arranged the purchase of air fare on Swiss International Air Lines from Tripoli, Libya, through Zurich, Switzerland, to Washington Dulles Airport, in the name of ABDURAHMAN M. ALAMOUDI, in the amount of 1286 Libyan dinar.

ALAMOUDI accepted the ticket and used it to travel to and from Libya without complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

50. After ALAMOUDI arrived in London, on or about August 11, 2003, he received a large quantity of cash from the Libyans. ALAMOUDI delivered some of that cash to Saudi dissidents.

51. On August 16, 2003, ALAMOUDI brought approximately \$340,000 in cash, received from the Government of Libya, within the meaning of Title 31, Code of Federal Regulations, 550.304 (a)-(c), to Heathrow Airport in London, England, and attempted to bring the money to Damascus, Syria, without complying with the licensing and authorization provisions of the Libyan Sanctions Regulations.

52. On August 16, 2003, United Kingdom Customs Officers seized the cash at Heathrow Airport as a result of routine screening of ALAMOUDI's carry-on baggage.

53. Prior to his attempt to leave England with the approximately \$340,000, ABDURAHMAN M. ALAMOUDI had received in London, England, other funds totaling \$80,000 in cash from SD#1 and SD#2. He transported that cash out of England in his baggage and deposited it to his bank account at the Union Bank of Switzerland.

54. On or about August 22, 2003, ABDURAHMAN M. ALAMOUDI met LGO #1 and LGO #2 in Cairo, Egypt. ALAMOUDI falsely told them that he attempted to fly to Damascus, Syria and was stopped at Heathrow Airport with only \$25,000 on his person, which was confiscated. ALAMOUDI expressed to them concern about the plot being discovered because he had told United Kingdom authorities that the money came from Libya and he had telephone numbers in his Palm Pilot that was seized by the British authorities. At this meeting ALAMOUDI and LGO #2 agreed to return to London together to pressure SD#1 to provide the

names of persons who would “provide assistance.” From his earlier meeting with LGO #5, ALAMOUDI understood that the objective of this trip was to get names of persons who could execute the assassination plot. LGO #1 asked ALAMOUDI how LGO #6 had become involved. ALAMOUDI replied that LGO #3 had instructed him to meet with LGO #6.

55. On or about September 16, 2003, ABDURAHMAN M. ALAMOUDI met LGO #2 again in Cairo. At this meeting, LGO #2 backed out of his plan to travel back to London with ALAMOUDI. This angered ALAMOUDI, who then went to see LGO #1. LGO #1 told ALAMOUDI to push SD#1 for the names of people inside Saudi Arabia who could “provide assistance.” ALAMOUDI then traveled to London on or about September 27, 2003.

56. Sometime between September 19 and September 25, 2003, while in Libya attending a conference, ABDURAHMAN M. ALAMOUDI was again summoned to a meeting with LGO #5. At this meeting, ALAMOUDI told LGO #5 that he had delivered the message to kill Crown Prince Abdullah to SD#1.

57. On or about September 25, 2003, the Libyans arranged the purchase of round trip air fare on British Airways from Tripoli, Libya, through London Heathrow Airport to Washington Dulles Airport, and returning, in the name of ABDURAHMAN M. ALAMOUDI, in the amount of 3165.75 Libyan dinar. ALAMOUDI accepted the ticket and used it to travel to and from Libya, without complying with the licensing and authorization requirements of the Libyan Sanctions Regulations.

58. On or about September 27, 2003, LGO #6 arranged for the delivery through Alamoudi of another \$250,000 each to SD#1 and SD#2. ALAMOUDI received \$500,000 in cash, provided \$100,000 to SD#2, and retained \$150,000 as his commission. ALAMOUDI delivered \$250,000 to SD#1, and, after negotiation with him, received back \$80,000 as a

commission. ALAMOUDI then possessed \$230,000 of Libyan currency, which he transferred to a third party in London, England. British law enforcement officers seized \$70,000 of this amount; the balance of this currency was transferred by the third party in London, England to an individual who is in Libya.

59. When ALAMOUDI returned to the United States at Washington Dulles Airport on or about September 28, 2003, he was required by the Department of Homeland Security to list "Countries visited on this trip prior to U.S. arrival," in response to Question 8 on Customs Form 6059-B. In response, ALAMOUDI falsely wrote that he had visited only countries other than Libya when, as ALAMOUDI then well knew, he had also visited Libya.

60. On September 28, 2003, upon his arrival in the United States, in responding to a question from an officer of the United States Customs and Border Protection asking him to identify the countries that he had visited in the course of the trip outside the United States from which he was then returning, ALAMOUDI falsely stated that he had visited only England, Saudi Arabia, Yemen, Syria, and Lebanon, when, as ALAMOUDI then well knew, he had also visited Libya and Egypt. ALAMOUDI was taken into custody by United States law enforcement officers on this date and was continuously confined from that date to the present.

61. Unknown to Alamoudi, when some time passed without LGO #2's or the other conspirators' names being associated with ALAMOUDI, SD#1 and LGO #2 resumed going forward with the assassination plot. See Sealed Annex.

62. On or about November 1, 1995, ABDURAHMAN M. ALAMOUDI submitted to the Immigration and Naturalization Service an Application for Naturalization (Form N-400). The Application directed ALAMOUDI to list all of his trips outside the United States in the five years preceding his application. Although ALAMOUDI had been absent from the United States

on approximately 10 different occasions during that time, he listed in response only five of those trips, and omitted one from which he had returned less than a month before completing the Application for Naturalization.

63. The Application for Naturalization directed ALAMOUDI to list his membership in or affiliation with every organization, association, fund, party, or similar group in the United States or any other place. In response to that direction, ALAMOUDI listed various groups, but omitted the fact that he was or had been a Director of Mercy International, U.S.A., Inc.; a Director of United Association for Studies and Research, Inc. (“UASR”); affiliated with the Marzook Legal Fund, aka the Marzook Family Fund; the President of American Task Force for Bosnia, Inc.; a trustee of the Fiqh Council of North America; a director of Muslims for a Better America; a director of the Council for the National Interest Foundation; and, a member of the Eritrean Liberation Front/People’s Liberation Force. ALAMOUDI knowingly failed to disclose his affiliation with UASR and the Marzook Legal Fund.

64. On or about April 12, 1996, ABDURAHMAN M. ALAMOUDI appeared at the offices of the Immigration and Naturalization Service in Arlington, Virginia, in connection with his Application for Naturalization. An officer of the INS placed ALAMOUDI under oath, and

asked him if the specific answers on his Application for Naturalization were true and correct. Even though ALAMOUDI had returned from a trip to Malaysia less than a month before appearing at the INS oath to swear to the truth of the contents of his Application, ALAMOUDI falsely swore that each of his answers on the Application were true and correct.

Respectfully submitted,

Paul J. McNulty  
United States Attorney

By:

Gordon D. Kromberg  
Assistant United States Attorney

Steven P. Ward  
Special Assistant United States Attorney

Christopher A. Wray  
Assistant Attorney General  
Criminal Division

By:

Barry Sabin  
Chief, Counterterrorism Section

After consulting with my attorney and pursuant to the plea agreement entered into this day between the Defendant, ABDURAHMAN M. ALAMOUDI, and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.

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ABDURAHMAN M. ALAMOUDI



We are ABDURAHMAN M. ALAMOUDI'S attorneys. We have carefully reviewed the above Statement of Facts with him. To our knowledge, his decision to stipulate to these facts is an informed and voluntary one.

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Stanley L. Cohen

James P. McLoughlin

Alton L. Gwaltney, III

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA            )  
  )  
  ) v.    ) CRIMINAL NO. 03-513-A  
  )  
ABDURAHMAN M. ALAMOUDI            )

ORDER DISMISSING COUNTS

Upon motion of the United States of America, pursuant to a plea agreement between the Defendant ABDURAHMAN M. ALAMOUDI and the government, in which the Defendant appeared before the Court and entered a plea of guilty to Counts 13, 25, and 34 of the superseding indictment, it is hereby

ORDERED that Counts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, and 33 of the superseding indictment are hereby dismissed.

CLAUDE M. HILTON  
CHIEF UNITED STATES DISTRICT JUDGE

Date: \_\_\_\_\_  
          Alexandria, Virginia

I ASK FOR THIS:

Gordon D. Kromberg  
Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA            )  
  )  
  ) v.    ) CRIMINAL NO. 03-513-A  
  )  
ABDURAHMAN M. ALAMOUDI            )

CONSENT ORDER OF FORFEITURE

WHEREAS, Defendant pled guilty to engaging in transactions with Libya, in violation of 50 U.S.C. § 1705, and, pursuant to his plea, agreed to forfeit all of his interests in the property that is the subject of this order of forfeiture and to the entry of an order of forfeiture concerning such property;

AND WHEREAS, Defendant agrees to waive the provisions of Federal Rules of Criminal Procedure 7(c)(2), 32.2, and 43(a) with respect to notice in the criminal information that the government will seek forfeiture as part of any sentence in this case, and that entry of this order shall be made a part of the sentence in or out of the presence of Defendant and be included in the judgment in this case without further order of the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
THAT:

1. The \$340,000 in cash received by the Defendant in London on or about August 13, 2003, is forfeited to the United States of America, pursuant to 18 U.S.C.' 981(a)(1)(C) and 28 U.S.C. § 2461, as property derived from, traceable to, or a substitute for the proceeds of his offense, and in which he had an interest.

2. In addition to the \$340,000 in cash received by the Defendant on or about August 13, 2003, the Defendant further shall forfeit \$570,000, representing proceeds of his violations of conviction.

3. The Attorney General, the Secretary of the Treasury, or the Secretary of the Homeland Security is authorized to seize the property and to conduct any discovery proper in identifying or locating the property subject to forfeiture, in accordance with Fed.R.Crim.P. 32.2(b)(3).

4. The United States shall publish notice of this order and of its intent to dispose of the property one time in such manner as the Attorney General may direct. The United States shall also, to the extent practicable, provide direct written notice to any persons known to have alleged an interest in the property.

5. Any person, other than the Defendant, asserting any legal interest in the property may, within thirty days of the final publication of notice or his receipt of notice, whichever is earlier, petition the court pursuant to 21 U.S.C. § 853(n) for a hearing to adjudicate the validity of his alleged interest in the property.

6. Following the Court's disposition of all petitions filed, or if no such petitions are filed within the time prescribed by law, upon proof of publication and proof of notice to any persons

known to have alleged an interest in the property, the United States shall have clear title to the property and may warrant good title to any subsequent purchaser or transferee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

CLAUDE M. HILTON  
CHIEF UNITED STATES DISTRICT JUDGE

WE ASK FOR THIS:

Gordon D. Kromberg  
Assistant United States Attorney

Steven Ward  
Special Assistant United States Attorney

ABDURAHMAN M. ALAMOUDI  
Defendant

Stanley L. Cohen  
James P. McLoughlin  
Alton L. Gwaltney, III  
Attorneys for ABDURAHMAN M. ALAMOUDI

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA            )  
  )  
  )            CRIMINAL NO. 03-513-A  
  )  
v.    )  
  )  
ABDURAHMAN M. ALAMOUDI            )

CRIMINAL INFORMATION

The United States of America files this information pursuant to §3A1.4 of the *United States Sentencing Guidelines*, to allege that Counts 1, 2, 9-17, 19-22, and 34 of the Superseding Indictment are felonies that involved and were intended to promote a conspiracy within the jurisdiction of the United States to murder a person outside the United States, in violation of 18 U.S.C. § 956, and that such conspiracy to murder was calculated to influence or affect the conduct of government by intimidation or coercion, which conduct constitutes a federal crime of terrorism as defined at 18 U.S.C. § 2332(b)(G)(5).

Respectfully submitted,

Paul J. McNulty  
United States Attorney

By:

Steven P. Ward  
Special Assistant United States Attorney

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA            )  
  )  
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  )  
ABDURAHMAN M. ALAMOUDI            )

WAIVER OF INDICTMENT

I, ABDURAHMAN M. ALAMOUDI, the above named defendant, aware that the United States alleges in a Criminal Information that, for purposes of §3A1.4 of the *United States Sentencing Guidelines*, counts in the Superseding Indictment are felonies that involved and were intended to promote conduct constitutes a federal crime of terrorism as defined at 18 U.S.C. § 2332(b)(G)(5), and being advised of the nature of the notice of the intention to seek a sentencing enhancement, the proposed information, and of my rights, hereby waive in open court notice by indictment and consent that notice of the government’s intention to seek a sentencing enhancement may be by information rather than by indictment.

Date: \_\_\_\_\_

\_\_\_\_\_  
ABDURAHMAN M. ALAMOUDI  
Defendant

\_\_\_\_\_  
Stanley L. Cohen  
James P. McLoughlin  
Alton L. Gwaltney, III  
Counsel for Defendant

Before:  
UNITED STATES DISTRICT JUDGE