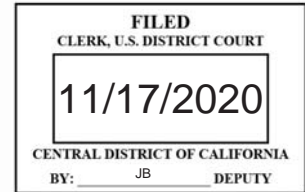


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10 Attorneys for Plaintiff
 11 UNITED STATES OF AMERICA

12 UNITED STATES DISTRICT COURT
 13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,
 15 Plaintiff,
 16 v.

No. 2:20-cr-00576 -MCS

PLEA AGREEMENT FOR DEFENDANT
GHALEB ALAUMARY

17 GHALEB ALAUMARY,
 aka "G,"
 18 aka "Backwood,"
 aka "Big Boss,"
 19 Defendant.

20
 21 1. This constitutes the plea agreement between defendant
 22 GHALEB ALAUMARY, also known as ("aka") "G," aka "Backwood," aka "Big
 23 Boss" ("defendant"), and the United States Attorney's Office for the
 24 Central District of California ("the USAO") in the above-captioned
 25 case. This agreement is limited to the USAO and cannot bind any
 26 other federal, state, local, or foreign prosecuting, enforcement,
 27 administrative, or regulatory authorities.

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DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a one-count Information in the form attached to this agreement as Exhibit A or a substantially similar form, which charges defendant with Conspiracy to Engage in Money Laundering in violation of 18 U.S.C. § 1956(h).

b. Not contest facts agreed to in this agreement.

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

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

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

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

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

h. Authorize the USAO to obtain a credit report immediately upon defendant's entry of a guilty plea.

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

1 j. Complete the Financial Disclosure Statement on a form
2 provided by the USAO and, within 30 days of defendant's entry of a
3 guilty plea, deliver the signed and dated statement, along with all
4 of the documents requested therein, to the USAO by either email at
5 usacac.FinLit@usdoj.gov or mail to the USAO Financial Litigation
6 Section at 300 N. Los Angeles St., Suite 7516, Los Angeles, CA 90012.

7 3. Defendant further agrees to cooperate fully with the USAO,
8 the Federal Bureau of Investigation ("FBI"), the United States Secret
9 Service ("USSS"), and, as directed by the USAO, any other federal,
10 state, local, or foreign prosecuting, enforcement, administrative, or
11 regulatory authority. This cooperation requires defendant to:

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

15 b. Attend all meetings, grand jury sessions, trials or
16 other proceedings at which defendant's presence is requested by the
17 USAO or compelled by subpoena or court order.

18 c. Produce voluntarily all documents, records, or other
19 tangible evidence relating to matters about which the USAO, or its
20 designee, inquires.

21 4. For purposes of this agreement: (1) "Cooperation
22 Information" shall mean any statements made, or documents, records,
23 tangible evidence, or other information provided, by defendant
24 pursuant to defendant's cooperation under this agreement, pursuant to
25 the letter agreement previously entered into by the parties dated
26 October 31, 2019 (the "Letter Agreement"), and pursuant to the letter
27 agreement previously entered into by defendant and the U.S.
28 Attorney's Office for the Southern District of Georgia dated November

1 7, 2019; and (2) "Plea Information" shall mean any statements made by
2 defendant, under oath, at the guilty plea hearing and the agreed to
3 factual basis statement in this agreement.

4 THE USAO'S OBLIGATIONS

5 5. The USAO agrees to:

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

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

9 c. At the time of sentencing, provided that defendant
10 demonstrates an acceptance of responsibility for the offense up to
11 and including the time of sentencing, recommend a two-level reduction
12 in the applicable Sentencing Guidelines offense level, pursuant to
13 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
14 additional one-level reduction if available under that section.

15 d. Except for criminal tax violations (including
16 conspiracy to commit such violations chargeable under 18 U.S.C.
17 § 371), not further criminally prosecute defendant for violations of
18 18 U.S.C. §§ 1956(h) (Conspiracy to Engage in Money Laundering); 1349
19 (Conspiracy to Commit Wire Fraud, Mail Fraud, and Bank Fraud); 1343
20 (Wire Fraud); § 1344 (Bank Fraud); 1956 (Money Laundering); 1957
21 (Engaging in Monetary Transactions in Property Derived from Specified
22 Unlawful Activity); and 1028A (Aggravated Identity Theft) arising out
23 of: (i) defendant's conduct described in the agreed-to factual basis
24 set forth in paragraph 15 below or (ii) evidence recovered during the
25 search of defendant's cell phone seized by USSS agents on or about
26 October 17, 2019. Defendant understands that the USAO is free to
27 criminally prosecute defendant for any other unlawful past conduct or
28 any unlawful conduct that occurs after the date of this agreement.

1 Defendant agrees that at the time of sentencing the Court may
2 consider the uncharged conduct in determining the applicable
3 Sentencing Guidelines range, the propriety and extent of any
4 departure from that range, and the sentence to be imposed after
5 consideration of the Sentencing Guidelines and all other relevant
6 factors under 18 U.S.C. § 3553(a).

7 e. Recommend, pursuant to USSG § 5G1.3(d), that the Court
8 impose the sentence in this case to run concurrent to the sentence
9 imposed in United States v. Ghaleb Alaumary, Case No. 4:20-CR-027-RSB
10 (S.D. Ga.).

11 6. The USAO further agrees:

12 a. Not to offer as evidence in its case-in-chief in the
13 above-captioned case or any other criminal prosecution that may be
14 brought against defendant by the USAO, or in connection with any
15 sentencing proceeding in any criminal case that may be brought
16 against defendant by the USAO, any Cooperation Information.
17 Defendant agrees, however, that the USAO may use both Cooperation
18 Information and Plea Information: (1) to obtain and pursue leads to
19 other evidence, which evidence may be used for any purpose, including
20 any criminal prosecution of defendant; (2) to cross-examine defendant
21 should defendant testify, or to rebut any evidence offered, or
22 argument or representation made, by defendant, defendant's counsel,
23 or a witness called by defendant in any trial, sentencing hearing, or
24 other court proceeding; and (3) in any criminal prosecution of
25 defendant for false statement, obstruction of justice, or perjury.

26 b. Not to use Cooperation Information against defendant
27 at sentencing for the purpose of determining the applicable guideline
28 range, including the appropriateness of an upward departure, or the

1 sentence to be imposed, and to recommend to the Court that
2 Cooperation Information not be used in determining the applicable
3 guideline range or the sentence to be imposed. Defendant
4 understands, however, that Cooperation Information will be disclosed
5 to the United States Probation and Pretrial Services Office and the
6 Court, and that the Court may use Cooperation Information for the
7 purposes set forth in U.S.S.G § 1B1.8(b) and for determining the
8 sentence to be imposed.

9 c. In connection with defendant's sentencing, to bring to
10 the Court's attention the nature and extent of defendant's
11 cooperation.

12 d. If the USAO determines, in its exclusive judgment,
13 that defendant has both complied with defendant's obligations under
14 paragraphs 2 and 3 above and provided substantial assistance to law
15 enforcement in the prosecution or investigation of another
16 ("substantial assistance"), to move the Court pursuant to U.S.S.G.
17 § 5K1.1 to fix an offense level and corresponding guideline range
18 below that otherwise dictated by the sentencing guidelines, and to
19 recommend a term of imprisonment within this reduced range.

20 DEFENDANT'S UNDERSTANDINGS REGARDING COOPERATION

21 7. Defendant understands the following:

22 a. Any knowingly false or misleading statement by
23 defendant will subject defendant to prosecution for false statements,
24 obstruction of justice, and perjury and will constitute a breach by
25 defendant of this agreement.

26 b. Nothing in this agreement requires the USAO or any
27 other prosecuting, enforcement, administrative, or regulatory
28

1 authority to accept any cooperation or assistance that defendant may
2 offer, or to use it in any particular way.

3 c. Defendant cannot withdraw defendant's guilty plea if
4 the USAO does not make a motion pursuant to U.S.S.G. § 5K1.1 for a
5 reduced guideline range or if the USAO makes such a motion and the
6 Court does not grant it or if the Court grants such a USAO motion but
7 elects to sentence above the reduced range.

8 d. At this time, the USAO makes no agreement or
9 representation as to whether any cooperation that defendant has
10 provided or intends to provide constitutes or will constitute
11 substantial assistance. The decision whether defendant has provided
12 substantial assistance will rest solely within the exclusive judgment
13 of the USAO.

14 e. The USAO's determination whether defendant has
15 provided substantial assistance will not depend in any way on whether
16 the government prevails at any trial or court hearing in which
17 defendant testifies or in which the government otherwise presents
18 information resulting from defendant's cooperation.

19 NATURE OF THE OFFENSE

20 8. Defendant understands that for defendant to be guilty of
21 the crime charged in the Information, that is, Conspiracy to Engage
22 in Money Laundering, in violation of 18 U.S.C. § 1956(h), the
23 following must be true:

24 a. There was an agreement between two or more persons
25 i. to conduct a financial transaction involving
26 property that represented the proceeds of wire fraud (in violation of
27 Title 18, United States Code, Section 1343) or computer fraud (in
28 violation of Title 18, United States Code, Sections 1030(a)(2)(C),

1 (a)(4)), where defendant knew that the property represented the
2 proceeds of some form of unlawful activity, and defendant knew that
3 the transaction was designed in whole or in part to conceal or
4 disguise the nature, location, source, ownership, or control of the
5 proceeds; or

6 ii. to transport, transmit, or transfer, or attempt
7 to transport, transmit, or transfer, from a place in the United
8 States to or through a place outside the United States, a monetary
9 instrument or funds, which defendant knew represented the proceeds of
10 some form of unlawful activity, and defendant knew that the
11 transaction was designed in whole or in part to conceal or disguise
12 the nature, location, source, ownership, or control of the proceeds
13 of wire fraud (in violation of Title 18, United States Code, Section
14 1343) or computer fraud (in violation of Title 18, United States
15 Code, Sections 1030(a)(2)(C), (a)(4)); or

16 iii. to knowingly engage or attempt to engage in a
17 monetary transaction in the United States in criminally derived
18 property that had a value greater than \$10,000 and was, in fact,
19 derived from wire fraud (in violation of Title 18, United States
20 Code, Section 1343) or computer fraud (in violation of Title 18,
21 United States Code, Sections 1030(a)(2)(C), (a)(4)); and

22 b. defendant became a member of the conspiracy knowing of
23 at least one of its objects and intending to help accomplish it.

24 PENALTIES AND RESTITUTION

25 9. Defendant understands that the statutory maximum sentence
26 that the Court can impose for a violation of Title 18, United States
27 Code, Section 1956(h), as charged in the Information, is: 20 years
28 imprisonment; a 3-year period of supervised release; a fine of

1 \$500,000 or twice the gross gain or gross loss resulting from the
2 offense, whichever is greatest; and a mandatory special assessment of
3 \$100.

4 10. Defendant understands that defendant will be required to
5 pay full restitution to the victim(s) of the offense to which
6 defendant is pleading guilty. Defendant agrees that, in return for
7 the USAO's compliance with its obligations under this agreement, the
8 Court may order restitution to persons other than the victim(s) of
9 the offenses to which defendant is pleading guilty and in amounts
10 greater than those alleged in the count to which defendant is
11 pleading guilty. In particular, defendant agrees that the Court may
12 order restitution to any victim of any of the following for any
13 losses suffered by that victim as a result: (a) any relevant conduct,
14 as defined in U.S.S.G. § 1B1.3, in connection with the offense to
15 which defendant is pleading guilty; and (b) any counts dismissed and
16 charges not prosecuted pursuant to this agreement as well as all
17 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
18 those counts and charges. The parties currently believe that the
19 applicable amount of restitution is approximately \$23,425,639.04, but
20 recognize and agree that this amount could change based on facts that
21 come to the attention of the parties prior to sentencing.

22 11. Defendant agrees that any and all fines and/or restitution
23 ordered by the Court will be due immediately. The government is not
24 precluded from pursuing, in excess of any payment schedule set by the
25 Court, any and all available remedies by which to satisfy defendant's
26 payment of the full financial obligation, including referral to the
27 Treasury Offset Program.

28

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1 12. Defendant understands that supervised release is a period
2 of time following imprisonment during which defendant will be subject
3 to various restrictions and requirements. Defendant understands that
4 if defendant violates one or more of the conditions of any supervised
5 release imposed, defendant may be returned to prison for all or part
6 of the term of supervised release authorized by statute for the
7 offense that resulted in the term of supervised release, which could
8 result in defendant serving a total term of imprisonment greater than
9 the statutory maximum stated above.

10 13. Defendant understands that, by pleading guilty, defendant
11 may be giving up valuable government benefits and valuable civic
12 rights, such as the right to vote, the right to possess a firearm,
13 the right to hold office, and the right to serve on a jury.
14 Defendant understands that he is pleading guilty to a felony and that
15 it is a federal crime for a convicted felon to possess a firearm or
16 ammunition. Defendant understands that the conviction in this case
17 may also subject defendant to various other collateral consequences,
18 including but not limited to revocation of probation, parole, or
19 supervised release in another case and suspension or revocation of a
20 professional license. Defendant understands that unanticipated
21 collateral consequences will not serve as grounds to withdraw
22 defendant's guilty plea.

23 14. Defendant and his counsel have discussed the fact that, and
24 defendant understands that, if defendant is not a United States
25 citizen, the conviction in this case makes it practically inevitable
26 and a virtual certainty that defendant will be removed or deported
27 from the United States. Defendant may also be denied United States
28 citizenship and admission to the United States in the future.

1 Defendant understands that while there may be arguments that
2 defendant can raise in immigration proceedings to avoid or delay
3 removal, removal is presumptively mandatory and a virtual certainty
4 in this case. Defendant further understands that removal and
5 immigration consequences are the subject of a separate proceeding and
6 that no one, including his attorney or the Court, can predict to an
7 absolute certainty the effect of his conviction on his immigration
8 status. Defendant nevertheless affirms that he wants to plead guilty
9 regardless of any immigration consequences that his plea may entail,
10 even if the consequence is automatic removal from the United States.

11 FACTUAL BASIS

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

21 Beginning no later than on or about August 7, 2018, and through
22 on or about October 17, 2019, defendant knowingly combined, agreed,
23 and conspired with multiple other persons ("coconspirators") to
24 conduct financial transactions into, within, and outside the United
25 States involving property that represented the proceeds of wire fraud
26 and computer fraud/hacking. These coconspirators included the
27 persons referred to in the Information (which is attached hereto as
28 Exhibit A and incorporated herein by reference) as UICC 1, Ramon

1 Olorunwa Abbas ("Abbas"), UICC 2, UICC 3, UICC 4, and UICC 5. The
2 conspiracy targeted numerous victims, including banks and companies,
3 and laundered and/or attempted to launder funds fraudulently
4 obtained, and attempted to be fraudulently obtained, through
5 Automated Teller Machine ("ATM") cash-outs,¹ bank cyber-heists,² and
6 business email compromise ("BEC") frauds,³ among other schemes. The
7 victims of the conspiracy included the victims identified in the
8 Information as the Victim Indian Bank, BankIslami Pakistan Limited
9 ("BankIslami"), the Victim Maltese Bank, the Victim English Premier
10 League Club, the Victim U.K. Company, the Victim Federal Contractor,
11 the Victim Consumer Products Company, and the Victim Law Firm.

12 Defendant admits that he conspired with UICC 1, Abbas, UICC 2,
13 UICC 3, UICC 4, and UICC 5 to defraud these victims and launder funds
14 obtained from them in the manner described in the Information (and,
15 specifically, including Overt Acts 1 through 36), and that it was
16 reasonably foreseeable to defendant that the schemes intended to
17 defraud these victims of millions of dollars. Defendant also admits
18 the truth of the allegations in Overt Acts 1 to 36. Defendant knew
19 that the property obtained and attempted to be obtained represented,

21
22 ¹ An ATM cash-out typically occurs where a hacker gains
23 unauthorized access to the computer(s) of a bank without
24 authorization, intercepts ATM transaction data, and causes fraudulent
25 ATM withdrawal requests to be approved, thereby causing a requesting
26 ATM to dispense cash to coconspirators.

27 ² A cyber-heist typically occurs where a hacker has gained
28 access to the computer(s) of a bank without authorization and sent
messages through the Society for Worldwide Interbank Financial
Telecommunication ("SWIFT") communication system from the victim
bank's computer system, authorizing and causing fraudulent wire
transfers to bank accounts used and controlled by coconspirators.

³ BEC schemes typically involve a hacker gaining unauthorized
access to a business email account, and attempting to trick a victim
into making an unauthorized wire transfer.

1 and would represent, the proceeds of some form of unlawful activity;
2 that the transactions were, and would be, designed in whole or in
3 part to conceal or disguise the nature, location, source, ownership,
4 and control of the proceeds; and that the transactions with these
5 criminally derived proceeds, at times, exceeded \$10,000. Defendant
6 became a member of the conspiracy knowing of its objects and
7 intending to help accomplish them. Multiple members of the
8 conspiracy took steps in furtherance of it, including defendant, as
9 described further below.

10 With respect to ATM cash-outs, defendant would communicate with
11 hackers and individuals committing fraud ("fraudsters"), or middle-
12 men for fraudsters, including UICC 1, who sought debit cards to which
13 the hackers would credit or transfer fraudulently obtained funds.
14 Defendant managed a crew of persons in the United States and Canada
15 (usually no fewer than 20 persons) who would withdraw cash from ATM
16 cash-out schemes, once hackers credited funds to those debit card
17 accounts. The Victim Indian Bank and BankIslami were victims of such
18 ATM cash-out schemes, and defendant organized these crews and
19 coordinated the cash-out operations at the request of UICC 1.
20 Coconspirators withdrew funds from these ATM cash-out operations in
21 the Central District of California, among other locations in the U.S.
22 and Canada.

23 With respect to cyber-heists and BEC schemes, defendant would
24 communicate with fraudsters, or middle-men for fraudsters, who sought
25 bank accounts into which they could fraudulently induce victims to
26 deposit funds. These individuals included UICC 1, Abbas, UICC 2, and
27 UICC 5. Defendant, at times, also asked Abbas, UICC 2, and UICC 5
28 for bank accounts into which fraudulently obtained funds could be

1 deposited. Defendant knew that these fraudulent schemes included
2 bank cyber-heists, BEC schemes, and other fraud schemes. The Victim
3 Maltese Bank was an intended victim of a cyber-heist, while the
4 Victim English Premier League Club, the Victim U.K. Company, the
5 Victim Federal Contractor, the Victim Consumer Products Company, and
6 the Victim Law Firm were intended victims of BEC schemes. The
7 fraudsters perpetrating these schemes, along with the middle-men,
8 were largely located outside the United States.

9 For cyber-heists and BEC schemes, defendant would attempt to
10 locate an appropriate bank account -- often a U.S. business bank
11 account -- into which fraudulent funds could be deposited or he would
12 request such an account from a coconspirator. If defendant himself
13 did not have access to a bank account that could be used at the time
14 to receive the fraudulently obtained funds and/or to launder those
15 funds, defendant would ask one or more coconspirators for a bank
16 account that could be used.

17 If a bank account with a specific business name was required,
18 defendant would coordinate with coconspirators to open bank accounts
19 that could receive fraudulently obtained funds. These coconspirators
20 would, at defendant's direction, attempt to make the business name
21 look similar to the name of the company with which a victim company
22 was corresponding about a business transaction, which made it more
23 likely that the victim company would be tricked into fraudulently
24 transferring the funds.

25 Some of these bank accounts were in the Central District of
26 California. Defendant requested that coconspirators open the bank
27 accounts identified in the Information as US Bank Account 1 and US
28 Bank Account 2 using specific names of companies for this reason. In

1 order to create such a bank account in the Los Angeles-area, a
2 coconspirator would sometimes file a fictitious business name
3 statement with the Los Angeles County Registrar/Recorder's Office,
4 which could be done for a small fee. This step was necessary because
5 banks would sometimes require official documentation showing the
6 business existed before opening the business bank account.

7 Once a BEC scheme victim deposited funds into a fraudulently
8 opened bank account, or funds were withdrawn through an ATM cash-out,
9 defendant would coordinate with other coconspirators to obtain or
10 move the funds, and then to further launder the funds. This
11 sometimes involved defendant directing a coconspirator to send the
12 funds to other bank accounts used or controlled by coconspirators
13 through international wires, withdrawing funds through checks or as
14 cash, or further laundering funds by converting them to
15 cryptocurrency. Defendant used the bank account identified in the
16 Information as the CIBC Account, which was held in Ontario, Canada by
17 UICC 3, to launder and obtain funds from fraud schemes, including BEC
18 schemes.

19 Defendant admits to the following approximate actual or intended
20 loss amounts in connection with the victims identified in the
21 Information:

- 22 • Victim Indian Bank: \$16,307,642.20;
- 23 • BankIslami Pakistan Limited: \$6,122,173.08;
- 24 • Victim Maltese Bank: \$14,700,000.00 (€13,000,000);
- 25 • Victim English Premier League Club & Victim U.K. Company:
26 \$7,740,000.00 (£6,000,000);
- 27 • Victim Federal Contractor: \$552,747.66;
- 28 • Victim Consumer Products Company: \$1,170,175.21; and

- Victim Law Firm: \$922,857.76.

Defendant admits that all of the money laundering described above was sophisticated, extensive, and involved numerous persons.

SENTENCING FACTORS

16. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

17. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	7	[U.S.S.G. §§ 2S1.1(a)(1), 2B1.1(a)(1)]
Fraud scheme outside the U.S./sophisticated means	+2	[U.S.S.G. § 2B1.1(b)(10)(B)]
Conviction under 18 U.S.C. § 1956	+2	[U.S.S.G. § 2S1.1(b)(2)(B)]
Sophisticated laundering	+2	[U.S.S.G. § 2S1.1(b)(3)]

The parties further agree that a loss amount between \$25,000,000 and \$65,000,000, corresponding to a +22 offense level increase under U.S.S.G. § 2B1.1.(b)(1)(L), is a reasonable and appropriate estimate

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1 of defendant's intended loss, and adequately accounts for the
2 seriousness of the offense.

3 Defendant and the USAO reserve the right to argue that
4 additional specific offense characteristics, adjustments, and
5 departures under the Sentencing Guidelines are appropriate.

6 18. Defendant understands that there is no agreement as to
7 defendant's criminal history or criminal history category.

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

12 WAIVER OF CONSTITUTIONAL RIGHTS

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

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

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

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

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

25 e. The right to confront and cross-examine witnesses
26 against defendant.

27

28

1 f. The right to testify and to present evidence in
2 opposition to the charges, including the right to compel the
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if
5 defendant chose not to testify or present evidence, to have that
6 choice not be used against defendant.

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

10 WAIVER OF APPEAL OF CONVICTION AND COLLATERAL ATTACK

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

16 22. Defendant also gives up any right to bring a post-
17 conviction collateral attack on the conviction or sentence, except a
18 post-conviction collateral attack based on a claim of ineffective
19 assistance of counsel, a claim of newly discovered evidence, or an
20 explicitly retroactive change in the applicable Sentencing
21 Guidelines, sentencing statutes, or statutes of conviction.

22 23. Defendant understands that these waivers include, but are
23 not limited to, arguments that the statute to which defendant is
24 pleading guilty is unconstitutional, and any and all claims that the
25 statement of facts provided herein is insufficient to support
26 defendant's plea of guilty.

WAIVER OF VENUE

1
2 24. Having been fully advised by defendant's attorney regarding
3 the requirements of venue with respect to the offense to which
4 defendant is pleading guilty, to the extent the offense to which
5 defendant is pleading guilty were committed, begun, or completed
6 outside the Central District of California, defendant knowingly,
7 voluntarily, and intelligently waives, relinquishes, and gives up:
8 (a) any right that defendant might have to be prosecuted only in the
9 district where the offense to which defendant is pleading guilty were
10 committed, begun, or completed; and (b) any defense, claim, or
11 argument defendant could raise or assert based upon lack of venue
12 with respect to the offense to which defendant is pleading guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

13
14 25. Defendant agrees that, provided the Court imposes a total
15 term of imprisonment on the count of conviction of no more than 240
16 months, defendant gives up the right to appeal all of the following:
17 (a) the procedures and calculations used to determine and impose any
18 portion of the sentence; (b) the term of imprisonment imposed by the
19 Court; (c) the fine imposed by the Court, provided it is within the
20 statutory maximum; (d) to the extent permitted by law, the
21 constitutionality or legality of defendant's sentence, provided it is
22 within the statutory maximum; (e) the amount and terms of any
23 restitution order; (f) the term of probation or supervised release
24 imposed by the Court, provided it is within the statutory maximum;
25 and (g) any of the following conditions of probation or supervised
26 release imposed by the Court: the conditions set forth in General
27 Order 20-04 of this Court; the drug testing conditions mandated by 18
28

1 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use
2 conditions authorized by 18 U.S.C. § 3563(b)(7).

3 26. The USAO agrees that, provided all portions of the sentence
4 are at or below the statutory maximum specified above, the USAO gives
5 up its right to appeal any portion of the sentence, with the
6 exception that the USAO reserves the right to appeal the amount of
7 restitution ordered if that amount is less than \$23,425,639.04.

8 WAIVER OF RETURN OF DIGITAL DATA

9 27. Understanding that the government has in its possession
10 digital devices and/or digital media seized from defendant, defendant
11 waives any right to the return of digital data contained on those
12 digital devices and/or digital media and agrees that if any of these
13 digital devices and/or digital media are returned to defendant, the
14 government may delete all digital data from those digital devices
15 and/or digital media before they are returned to defendant.

16 RESULT OF WITHDRAWAL OF GUILTY PLEA

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

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

13 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

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

17 EFFECTIVE DATE OF AGREEMENT

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

21 BREACH OF AGREEMENT

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

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

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

12 b. The USAO will be relieved of all its obligations under
13 this agreement; in particular, the USAO: (i) will no longer be bound
14 by any agreements concerning sentencing and will be free to seek any
15 sentence up to the statutory maximum for the crime to which defendant
16 has pleaded guilty; (ii) will no longer be bound by any agreements
17 regarding criminal prosecution, and will be free to criminally
18 prosecute defendant for any crime, including charges that the USAO
19 would otherwise have been obligated to dismiss or not to criminally
20 prosecute pursuant to this agreement; and (iii) will no longer be
21 bound by any agreement regarding the use of Cooperation Information
22 and will be free to use any Cooperation Information in any way in any
23 investigation, criminal prosecution, or civil, administrative, or
24 regulatory action.

25 c. The USAO will be free to criminally prosecute
26 defendant for false statement, obstruction of justice, and perjury
27 based on any knowingly false or misleading statement by defendant.
28

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

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

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

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

28

1 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

2 OFFICE NOT PARTIES

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

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

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

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

6 NO ADDITIONAL AGREEMENTS

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

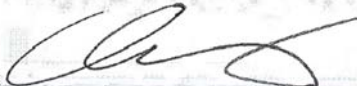
12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

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

16 AGREED AND ACCEPTED

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

20 NICOLA T. HANNA
21 United States Attorney

22 

23 ANIL J. ANTONY
24 KHALDOUN SHOBAKI
25 Assistant United States Attorneys

November 3, 2020

Date

26 

27 GHALEB ALAUMARY
28 Defendant


11/02/2020
Date

29 
30 STEVEN FREY
31 Attorney for Ghaleb Alaumary

11/03/2020
Date

CERTIFICATION OF DEFENDANT

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



GHALEB ALAUMARY
Defendant

11/02/2020

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am GHALEB ALAUMARY's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might

GA

1 be asserted either prior to or at trial, of the sentencing factors
2 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
3 provisions, and of the consequences of entering into this agreement.
4 To my knowledge: no promises, inducements, or representations of any
5 kind have been made to my client other than those contained in this
6 agreement; no one has threatened or forced my client in any way to
7 enter into this agreement; my client's decision to enter into this
8 agreement is an informed and voluntary one; and the factual basis set
9 forth in this agreement is sufficient to support my client's entry of
10 a guilty plea pursuant to this agreement.

11 
12 STEVEN FREY
13 Attorney for Ghaleb Alaumary

11/03/2020
Date

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EXHIBIT A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

GHALEB ALAUMARY,
aka "G,"
aka "Backwood,"
aka "Big Boss,"

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 1956(h): Conspiracy
to Engage in Money Laundering; 18
U.S.C. § 982 and 28 U.S.C.
§ 2461(c): Criminal Forfeiture]

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1956(h)]

A. INTRODUCTORY ALLEGATIONS AND DEFINITIONS

1. At times relevant to this Information:

Defendant

a. Defendant GHALEB ALAUMARY, also known as ("aka") "G,"
aka "Backwood," aka "Big Boss" ("ALAUMARY"), was a resident of
Canada.

Bank Accounts

1
2 a. "US Bank Account 1" was a bank account at U.S. Bank,
3 N.A., with the account number ending in 6155, which was held in
4 Woodland Hills, California.

5 b. "US Bank Account 2" was a bank account at U.S. Bank,
6 N.A., with the account number ending in 7096, which was held in
7 Inglewood, California.

8 c. The "CIBC Account" was a bank account held at Canadian
9 Imperial Bank of Commerce, with the account number ending in 1716,
10 which was held in Ontario, Canada.

11 d. The "Chase Account" was a bank account held at JP
12 Morgan Chase Bank, N.A. ("Chase"), with the account number ending in
13 6628, which was held in Pearland, Texas.

Victims

14
15 e. The "Victim Indian Bank" was a bank headquartered in
16 India.

17 f. BankIslami Pakistan Limited ("BankIslami") was a bank
18 headquartered in Pakistan.

19 g. The "Victim Maltese Bank" was a bank headquartered in
20 Malta.

21 h. The "Victim English Premier League Club" was a
22 professional soccer club located in the United Kingdom.

23 i. The "Victim U.K. Company" was a company located in the
24 United Kingdom.

25 j. The "Victim Federal Contractor" was a federal
26 contracting business in the State of North Dakota.

27 k. The "Victim Consumer Products Company" was a consumer
28 products company in the State of North Carolina.

1 1. The "Victim Law Firm" was a law firm in the State of
2 New York.

3 Definitions

4 m. An Automated Teller Machine ("ATM") cash-out occurs
5 where a hacker gains unauthorized access to the computer(s) of a
6 bank, intercepts ATM transaction data, and causes fraudulent ATM
7 withdrawal requests to be approved, thereby causing a requesting ATM
8 to dispense cash to coconspirators.

9 n. A cyber-heist occurs where a hacker gains access to
10 the computer(s) of a bank without authorization and sends messages
11 through the Society for Worldwide Interbank Financial
12 Telecommunication ("SWIFT") communication system from the victim
13 bank's computer system, authorizing and causing fraudulent wire
14 transfers to bank accounts used and controlled by coconspirators.

15 o. A business email compromise ("BEC") fraud occurs where
16 a hacker tricks personnel of a victim company into making
17 unauthorized wire transfers by (a) gaining unauthorized access to an
18 email account used by a business; (b) blocking or redirecting
19 communications to and/or from the email account; (c) and using the
20 compromised email account or a separate fraudulent email account to
21 communicate with personnel from a victim company (which may be the
22 company to which the compromised account belongs, or another company
23 doing business with that company).

24 p. "Cryptocurrency" or "virtual currency" is a digital
25 asset designed to work as a medium of exchange that uses cryptography
26 to secure financial transactions, control the creation of additional
27 units of the currency, and to verify and transfer assets.
28 Cryptocurrency is typically accessed using secret or private

1 encryption "keys" which are commonly stored using a software
2 "wallet."

3 B. OBJECTS OF THE CONSPIRACY

4 2. Beginning on an unknown date, but no later than on or about
5 August 7, 2018, and continuing until on or about October 17, 2019, in
6 Los Angeles County, within the Central District of California, and
7 elsewhere, defendant ALAUMARY, and unindicted coconspirator #1
8 ("UICC 1"), unindicted coconspirator Ramon Olorunwa Abbas ("Abbas"),
9 unindicted coconspirator #2 ("UICC 2"), unindicted coconspirator #3
10 ("UICC 3"), unindicted coconspirator #4 ("UICC 4"), and unindicted
11 coconspirator #5 ("UICC 5"), together with others known and unknown
12 to the United States Attorney, knowingly conspired:

13 a. to conduct and attempt to conduct financial
14 transactions, affecting interstate and foreign commerce, knowing that
15 the property involved in the financial transactions represented the
16 proceeds of some form of unlawful activity, which, in fact, involved
17 the proceeds of specified unlawful activity -- namely, obtaining
18 information from a protected computer, in violation of Title 18,
19 United States Code, Section 1030(a)(2)(C); accessing a protected
20 computer to defraud and obtain value, in violation of Title 18,
21 United States Code, Section 1030(a)(4); and wire fraud, in violation
22 of Title 18, United States Code, Section 1343 -- and knowing that the
23 transactions were designed in whole and in part to conceal and
24 disguise the nature, location, source, ownership, and control of the
25 proceeds, in violation of Title 18, United States Code, Section
26 1956(a)(1)(B)(i);

27 b. to transport, transmit, and transfer, and attempt to
28 transport, transmit, and transfer, a monetary instrument and funds

1 from a place in the United States to a place outside of the United
2 States, knowing that the monetary instrument and funds involved in
3 the transportation, transmission, and transfer represented the
4 proceeds of some form of unlawful activity, and knowing that the
5 transportation, transmittal, and transfer were designed in whole and
6 in part to conceal and disguise the nature, location, source,
7 ownership, and control of the proceeds of specified unlawful activity
8 -- namely, obtaining information from a protected computer, in
9 violation of Title 18, United States Code, Section 1030(a)(2)(C);
10 accessing a protected computer to defraud and obtain value, in
11 violation of Title 18, United States Code, Section 1030(a)(4); and
12 wire fraud, in violation of Title 18, United States Code, Section
13 1343 -- in violation of Title 18, United States Code, Section
14 1956(a)(2)(B)(i); and

15 c. to knowingly engage and attempt to engage in monetary
16 transactions affecting interstate and foreign commerce involving
17 criminally derived property of a value greater than \$10,000, which
18 property was derived from specified unlawful activity -- namely,
19 obtaining information from a protected computer, in violation of
20 Title 18, United States Code, Section 1030(a)(2)(C); accessing a
21 protected computer to defraud and obtain value, in violation of Title
22 18, United States Code, Section 1030(a)(4); and wire fraud, in
23 violation of Title 18, United States Code, Section 1343 -- in
24 violation of Title 18, United States Code, Section 1957.

25 C. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY WERE TO BE
26 ACCOMPLISHED

27 3. The objects of the conspiracy were to be accomplished, in
28 substance, as follows:

ATM Cash-Outs

1
2 a. In an ATM cash-out scheme, after UICC 1 or another
3 coconspirator had gained unauthorized access to the computer(s) of a
4 bank, UICC 1 or another coconspirator would ask defendant ALAUMARY to
5 recruit and organize coconspirators to withdraw cash from ATMs
6 ("runners").

7 b. At times, defendant ALAUMARY would provide UICC 1 or
8 another coconspirator with debit card account numbers to which they
9 could credit funds.

10 c. UICC 1 or another coconspirator would provide
11 defendant ALAUMARY with debit card account numbers and pin numbers
12 that were to be used in the ATM-cash-out scheme.

13 d. Defendant ALAUMARY or a coconspirator would code blank
14 debit cards with the debit card account information provided by UICC
15 or another coconspirator.

16 e. UICC 1 or another coconspirator would cause fraudulent
17 ATM withdrawal requests to be approved, which would cause a
18 requesting ATM to dispense cash to runners who possessed the debit
19 cards.

20 f. Defendant ALAUMARY would correspond with runners, and
21 other coconspirators who assisted defendant ALAUMARY in organizing
22 the runners, including UICC 3 and UICC 4, to coordinate the
23 withdrawal of cash from ATMs in the United States and Canada.

Bank Cyber-Heists

24
25 g. In a bank cyber-heist scheme, after UICC 1 or another
26 coconspirator had gained unauthorized access to the computer(s) of a
27 bank, UICC 1 or another coconspirator would ask defendant ALAUMARY
28

1 for bank accounts that could be used to receive funds that would be
2 fraudulently obtained by hackers through a bank cyber-heist.

3 h. Defendant ALAUMARY would ask unindicted coconspirator
4 Abbas and other coconspirators for bank accounts that could be used
5 to receive the funds.

6 i. Unindicted coconspirator Abbas and other
7 coconspirators would provide account information for a bank account
8 or bank accounts that could be used to receive fraudulently obtained
9 funds, including the bank account number and the SWIFT code, or the
10 international bank account number ("IBAN"), and defendant ALAUMARY
11 would provide this information to UICC 1 or another coconspirator.

12 j. UICC 1 or another coconspirator would, after hacking
13 into the computer network of a victim bank, send a fraudulent message
14 through the SWIFT system of the victim bank, directing a wire
15 transfer from the victim bank to the bank account(s) identified to
16 receive fraudulently obtained funds.

17 k. Defendant ALAUMARY would correspond with unindicted
18 coconspirator Abbas and other coconspirators to coordinate the
19 receipt, and subsequent withdrawal, of cash from the bank accounts.

20 BEC Schemes

21 l. In a BEC scheme, defendant ALAUMARY, on the one hand,
22 and unindicted coconspirator Abbas, UICC 2, UICC 5, and other
23 coconspirators, on the other hand, would request from each other a
24 bank account that could be used to receive funds from a BEC scheme.

25 m. Defendant ALAUMARY, on the one hand, and unindicted
26 coconspirator Abbas, UICC 2, and UICC 5, on the other hand, would
27 send each other account information for a bank account that could be
28 used to receive fraudulently obtained funds, including the bank

1 account number and the SWIFT code, or the international bank account
2 number ("IBAN"). Such a bank account would be opened by UICC 3 or
3 UICC 4, or another coconspirator, to conceal the fraudulent nature of
4 the transaction and the involvement of defendant ALAUMARY, unindicted
5 coconspirator Abbas, UICC 2, UICC 5, and other coconspirators.

6 n. Unindicted coconspirator Abbas, UICC 2, and UICC 5, or
7 other coconspirators would communicate with a victim-company --
8 fraudulently pretending to be a company doing business with the
9 victim-company -- and would provide the victim-company with
10 instructions to wire transfer a payment to the bank account.

11 o. After the victim-company had been fraudulently induced
12 to wire transfer funds into the bank account, defendant ALAUMARY
13 would correspond with unindicted coconspirator Abbas, UICC 2, UICC 3,
14 UICC 4, and UICC 5 to coordinate the receipt, and subsequent
15 withdrawal or transfer of those funds from the bank account.

16 Further Money Laundering

17 p. After obtaining funds through an ATM cash-out, bank
18 cyber-heist, or BEC scheme, defendant ALAUMARY, and UICC 1,
19 unindicted coconspirator Abbas, UICC 2, UICC 3, UICC 4, and UICC 5,
20 and other coconspirators, would further launder the funds through a
21 variety of means, including wire transfer(s) to a bank account in the
22 name of UICC 3 or additional bank accounts in the names of persons
23 other than defendant ALAUMARY, UICC 1, unindicted coconspirator
24 Abbas, UICC 2, UICC 4, and UICC 5; cash withdrawals and transfers; or
25 exchanging the funds for cryptocurrency -- sometimes with the
26 assistance of additional coconspirators. This money laundering
27 activity would include transfers of funds into, from, and through the
28 United States.

1 q. Defendant ALAUMARY and his coconspirators attempted to
2 fraudulently obtain and launder hundreds of millions of dollars in
3 this manner.

4 D. OVERT ACTS

5 4. In furtherance of the conspiracy, and to accomplish its
6 objects, defendant ALAUMARY, and UICC 1, unindicted coconspirator
7 Abbas, UICC 2, UICC 3, UICC 4, and UICC 5, together with others known
8 and unknown to the United States Attorney, on or about the dates set
9 forth below, committed and caused to be committed various overt acts,
10 in the Central District of California and elsewhere, including, but
11 not limited to, the following:

12 ATM Cash-Outs

13 Overt Act No. 1: On or about August 11, 2018, and in the days
14 following, defendant ALAUMARY communicated with UICC 1 and
15 coordinated with runners to conduct withdrawals from ATMs and further
16 launder funds, after hackers gained unauthorized access to the
17 computer network of the Victim Indian Bank and caused ATMs to
18 dispense approximately \$16.3 million to coconspirators, including
19 within the Central District of California.

20 Overt Act No. 2: On or about October 27, 2018, and in the
21 days following, defendant ALAUMARY communicated with UICC 1 and
22 coordinated with runners to conduct withdrawals from ATMs and further
23 launder funds, after hackers gained unauthorized access to the
24 computer network of BankIslami and caused ATMs to dispense
25 approximately \$6.1 million to coconspirators, including within the
26 Central District of California.

27
28

Bank Cyber-Heists

1
2 Overt Act No. 3: On or about January 16, 2019, defendant
3 ALAUMARY sent electronic messages to unindicted coconspirator Abbas
4 requesting two bank accounts that could each receive €5 million wire
5 transfers from the Victim Maltese Bank.

6 Overt Act No. 4: On or about January 16, 2019, unindicted
7 coconspirator Abbas responded with electronic messages providing the
8 account information for a bank account in Romania (the "Romanian bank
9 account"), including the IBANs.

10 Overt Act No. 5: On or about January 18, 2019, after
11 defendant ALAUMARY sent an electronic message to unindicted
12 coconspirator Abbas asking about the "maximum amount" the Romanian
13 bank account could "handle in 24hr," unindicted coconspirator Abbas
14 responded "It's for large amounts[.]"

15 Overt Act No. 6: On or about January 18, 2019, defendant
16 ALAUMARY sent electronic messages to unindicted coconspirator Abbas
17 saying, "[m]y associates want u to clear as soon it hits . . . Cuz a
18 recall can be," and, "if they don't notice we keep pumping."

19 Overt Act No. 7: From on or about February 7, 2019 through on
20 or about February 11, 2019, defendant ALAUMARY sent electronic
21 messages to other coconspirators, requesting bank accounts that could
22 be used to receive funds from the cyber-heist from the Victim Maltese
23 Bank.

24 Overt Act No. 8: On or about February 10, 2019, after
25 defendant ALAUMARY sent electronic messages to unindicted
26 coconspirator Abbas saying that he had "6 slots in total [¶] all 5m
27 euro," and needed additional bank accounts to receive "big hit in
28 12th feb" that would "all credit same time," unindicted coconspirator

1 Abbas provided the account information for a bank account in
2 Bulgaria, including the IBANs.

3 Overt Act No. 9: On or before February 12, 2019, defendant
4 ALAUMARY sent an electronic message to UICC 1 stating that defendant
5 ALAUMARY could provide four bank accounts that could be used to
6 receive funds from the cyber-heist of the Victim Maltese Bank --
7 three that could receive wire transfers in euros and one that could
8 receive wire transfers in United States dollars.

9 Overt Act No. 10: On or about February 12, 2019, defendant
10 ALAUMARY sent an electronic message to unindicted coconspirator Abbas
11 stating that €500,000 had been wired to the Romanian bank account
12 that unindicted coconspirator Abbas had provided.

13 Overt Act No. 11: On or about February 12, 2019, defendant
14 ALAUMARY sent electronic messages to unindicted coconspirator Abbas
15 stating that the fraudulent wire transfer of €500,000 had come from
16 the Victim Maltese Bank, and that "we still have access and they
17 didn't realize , we gonna shoot again tomoro am."

18 Overt Act No. 12: On or about February 12, 2019, UICC 1 sent
19 an electronic message to defendant ALAUMARY stating that the Victim
20 Maltese Bank had discovered the fraudulent euro transfer, but that
21 defendant ALAUMARY should check the United States bank account to see
22 if that transfer was successful.

23 BEC Schemes

24 Overt Act No. 13: On or about May 8, 2019, after defendant
25 ALAUMARY sent electronic messages to unindicted coconspirator Abbas
26 asking for a bank account that could be used in a scheme to "swap"
27 the account on file and that the account be able to "handle millions
28 and not block," unindicted coconspirator Abbas sent defendant

1 ALAUMARY the account information for a bank account in Mexico,
2 including the account number and IBAN.

3 Overt Act No. 14: On or about May 13, 2019, defendant ALAUMARY
4 told unindicted coconspirator Abbas that the bank account in Mexico
5 would be used to receive payments of £3-6 million per week, up to
6 £100 million from the Victim English Premier League Club and £200
7 million from the Victim U.K. Company, and requested another bank
8 account that could be used to receive fraudulent wire transfers.

9 Overt Act No. 15: On or about August 14, 2019, defendant
10 ALAUMARY instructed a coconspirator to open a business bank account
11 in the name of a specific business ("Company A").

12 Overt Act No. 16: On or about August 14, 2019, at the
13 direction of defendant ALAUMARY, a coconspirator filed a fictitious
14 business name statement with the Los Angeles County Registrar-
15 Recorder/County Clerk ("LACRRCC") in the name of Company A.

16 Overt Act No. 17: On or about August 14, 2019, at the
17 direction of defendant ALAUMARY, a coconspirator opened US Bank
18 Account 1 in Woodland Hills, California, in the name of Company A.

19 Overt Act No. 18: On or about August 16, 2019, UICC 2 or a
20 coconspirator fraudulently induced the Victim Federal Contractor
21 through a BEC scheme to wire transfer approximately \$13,966.00 to US
22 Bank Account 1.

23 Overt Act No. 19: On or about August 19, 2019, after defendant
24 ALAUMARY sent UICC 3 an electronic message asking which bank account
25 they would be using for "the big one tomorrow," defendant ALAUMARY
26 and UICC 3 exchanged electronic messages and agreed to use the CIBC
27 Account, which was opened in the name of UICC 3, to receive the
28 fraudulent payment.

1 Overt Act No. 20: On or about August 19, 2019, defendant
2 ALAUMARY sent UICC 2 an electronic message containing the name,
3 address, and social security number of the account holder of US Bank
4 Account 1, as well as the bank account number, and the bank account
5 username and password, for US Bank Account 1.

6 Overt Act No. 21: On or about August 19, 2019, after receiving
7 an electronic message from UICC 3 containing the business name,
8 account number, SWIFT code, and business address for the CIBC
9 Account, defendant ALAUMARY sent that information to UICC 2.

10 Overt Act No. 22: On or about August 19, 2019, UICC 2 or a
11 coconspirator fraudulently induced the Victim Federal Contractor
12 through a BEC scheme to wire transfer approximately \$538,781.66 to US
13 Bank Account 1.

14 Overt Act No. 23: On or about August 20, 2019, at the
15 direction of defendant ALAUMARY, a coconspirator attempted a wire
16 transfer of approximately \$509,880 from US Bank Account 1 to the CIBC
17 Account.

18 Overt Act No. 24: On or about September 13, 2019, defendant
19 ALAUMARY instructed UICC 4 to open a business bank account in the
20 name of a specific business ("Company B").

21 Overt Act No. 25: On or about September 17, 2019, at the
22 direction of defendant ALAUMARY, UICC 4 and another coconspirator
23 filed a fictitious business name statement with the LACRCC in the
24 name of Company B.

25 Overt Act No. 26: On or about September 17, 2019, at the
26 direction of defendant ALAUMARY, UICC 4 and another coconspirator
27 opened US Bank Account 2 in Inglewood, California, in the name of
28 Company B.

1 Overt Act No. 27: On or about September 17, 2019, defendant
2 ALAUMARY sent UICC 5 an electronic message containing the name of the
3 account holder of US Bank Account 1, as well as the bank account
4 number and routing number for US Bank Account 2.

5 Overt Act No. 28: On or about September 19, 2019, UICC 5 or a
6 coconspirator induced the Victim Consumer Products Company to wire
7 transfer approximately \$1,170,175.21 to US Bank Account 2.

8 Overt Act No. 29: On or about September 19, 2019, defendant
9 ALAUMARY sent electronic messages to UICC 4 saying "His doing t now,"
10 and "[c]heck the us bank 1.1."

11 Overt Act No. 30: On or about September 19, 2019, defendant
12 ALAUMARY communicated by video chat with UICC 4, and thereafter sent
13 an electronic message to UICC 5 containing a mobile device screenshot
14 of an ATM receipt for US Bank Account 2 showing a balance of
15 \$1,169,775.21.

16 Overt Act No. 31: On or about September 19, 2019, defendant
17 ALAUMARY exchanged electronic messages with UICC 5 about a check, and
18 defendant ALAUMARY caused a coconspirator to send by FedEx -- to a
19 California address provided by UICC 5 -- a check of approximately
20 \$772,000 drawn from US Bank Account 2.

21 Overt Act No. 32: On or about October 15, 2019, unindicted
22 coconspirator Abbas or a coconspirator fraudulently induced the
23 Victim Law Firm to wire transfer approximately \$922,857.76 from its
24 account at Quontic Bank, held in the State of New York, to the Chase
25 Account.

26 Overt Act No. 33: On or about October 17, 2019, unindicted
27 coconspirator Abbas sent defendant ALAUMARY an electronic message
28 containing a photograph of a wire transfer confirmation relating to a

1 wire transfer of approximately \$396,050 from the Chase Account to the
2 CIBC Account.

3 Overt Act No. 34: On or about October 17, 2019, defendant
4 ALAUMARY informed UICC 3, through an electronic message, to look for
5 a wire transfer of approximately \$396,050 to the CIBC Account.

6 Overt Act No. 35: On or about October 17, 2019, while within
7 the Central District of California, UICC 3 informed defendant
8 ALAUMARY, through an electronic message, that the sum of
9 approximately \$396,050 had been credited to the CIBC Account.

10 Overt Act No. 36: On or about October 17, 2019, defendant
11 ALAUMARY told unindicted coconspirator Abbas, through an electronic
12 message, that the wire transfer of approximately \$396,050 from the
13 Chase Account to the CIBC Account had been completed.

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1 FORFEITURE ALLEGATION ONE

2 [18 U.S.C. § 982 and 28 U.S.C. § 2461(c)]

3 1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States will seek
5 forfeiture as part of any sentence, pursuant to Title 18, United
6 States Code, Section 982(a)(1) and Title 28, United States Code,
7 Section 2461(c), in the event of the defendant's conviction of the
8 offenses set forth in Count One of this Information.

9 2. The defendant, if so convicted, shall forfeit to the United
10 States of America the following:

11 (a) Any property, real or personal, involved in such
12 offense, and any property traceable to such property; and

13 (b) To the extent such property is not available for
14 forfeiture, a sum of money equal to the total value of the property
15 described in subparagraph (a).

16 3. Pursuant to Title 21, United States Code, Section 853(p),
17 as incorporated by Title 18, United States Code, Section 982(b)(1),
18 and Title 18, United States Code, Section 982(b)(2), the defendant,
19 if so convicted, shall forfeit substitute property, if, by any act or
20 omission of the defendant, the property described in the preceding
21 paragraph, or any portion thereof: (a) cannot be located upon the
22 exercise of due diligence; (b) has been transferred, sold to, or
23 deposited with a third party; (c) has been placed beyond the
24 jurisdiction of the court; (d) has been substantially diminished in
25 value; or (e) has been commingled with other property that cannot be
26 divided without difficulty. Substitution of assets shall not be
27 ordered, however, where the convicted defendant acted merely as an
28 intermediary who handled but did not retain the property in the

1 course of the money laundering offense unless the defendant, in
2 committing the offense or offenses giving rise to the forfeiture,
3 conducted three or more separate transactions involving a total of
4 \$100,000.00 or more in any twelve-month period.

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