

**FILED**

MAR 08 2023

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

**JUDGE ANDREA WOOD  
U.S. DISTRICT COURT**

UNITED STATES OF AMERICA

22 CR 618

v.

Judge Andrea R. Wood

MUSTAFAA SALEH

**PLEA AGREEMENT**

1. This Plea Agreement between the United States Attorney for the Northern District of Illinois, JOHN R. LAUSCH, JR., and defendant MUSTAFAA SALEH, and his attorney, DAMON CHERONIS, is made pursuant to Rule 11 of the Federal Rules of Criminal Procedure. The parties to this Agreement have agreed upon the following:

**Charge in This Case**

2. The information in this case charges defendant with wire fraud, in violation of Title 18, United States Code, Section 1343.

3. Defendant has read the charge against him contained in the information, and that charge has been fully explained to him by his attorney.

4. Defendant fully understands the nature and elements of the crime with which he has been charged.

**Charge to Which Defendant Is Pleading Guilty**

5. By this Plea Agreement, defendant agrees to enter a voluntary plea of guilty to the information, which charges defendant with wire fraud, in violation of Title 18, United States Code, Section 1343.

### **Factual Basis**

6. Defendant will plead guilty because he is in fact guilty of the charge contained in the information. In pleading guilty, defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt, constitute relevant conduct under Guideline Section 1B1.3, and establish a basis for forfeiture of the property described elsewhere in this plea agreement.

Beginning no later than in or around February 2016 and continuing until on or about May 18, 2021, defendant MUSTAFAA SALEH knowingly devised, intended to devise, and participated in a scheme to defraud the Cook County Land Bank Authority (the "CCLBA"), and to obtain money and property from the CCLBA, by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts, which scheme is further described below.

### **Background**

SALEH acknowledges that at times material, the CCLBA was a Cook County government entity that promoted the redevelopment and reuse of vacant, foreclosed, abandoned and tax delinquent real property by acquiring and transferring the property to private ownership. The CCLBA sold property at substantially below-market rates to promote their redevelopment and reuse by applying various sales credits and other favorable terms. Buyers of properties sold by the CCLBA entered into a sales contract which required the buyer to improve the properties as specified in the contract and then (i) sell the property to a homeowner or (ii) occupy the

property as a primary residence. To ensure that a buyer fulfilled the terms of a sales contract, the CCLBA placed a deed restriction on the property which prohibited encumbering, transferring, or renting of the property until the CCLBA was satisfied that the buyer had adequately improved the property, at which time the CCLBA lifted the deed restriction. The CCLBA maintained a list of “preferred developers” who were able to purchase certain properties from the CCLBA before the CCLBA marketed the properties to the general public. The CCLBA contracted with private property preservation companies to perform property maintenance and upkeep work at properties that it acquired.

Cook County had an Ethics Ordinance that established a code of conduct for every Cook County official, appointee, and employee, including employees of the CCLBA. Section 2-581(a) of the Cook County Ethics Ordinance provided in pertinent part: “No . . . employee shall have a financial interest in . . . [t]heir own name or in the name of any other person in any contract, work, or business of the County.”

Pursuant to Section 2-581 of the Cook County Ethics Ordinance, the CCLBA prohibited its employees from purchasing or otherwise obtaining an interest in CCLBA properties for investment purposes (i.e., other than to occupy as the employee’s primary residence) during their CCLBA employment and from having a financial interest in property maintenance companies contracting with the CCLBA.

SALEH was employed by the CCLBA as an Asset Manager and was responsible for managing CCLBA property, which included assessing property

improvements for purposes of lifting CCLBA deed restrictions and contracting with private property maintenance companies to perform maintenance work on CCLBA properties. At the beginning of his CCLBA employment, SALEH received training on the Cook County Ethics Ordinance, including Section 2-581, and thereafter annually certified that he was complying with all applicable ethics rules.

### **The Scheme to Defraud**

During his employment at the CCLBA, SALEH: (a) used nominee or “straw” buyers to fraudulently purchase properties from the CCLBA on SALEH’s behalf and thereafter redeveloped, resold, and otherwise used the properties for his own financial benefit, in violation Section 2-581 of the Cook County Code of Ethical Conduct and related CCLBA rules and policies; and (b) caused a property maintenance company that SALEH secretly controlled to contract with and bill the CCLBA.

#### **Using Straw Buyers to Fraudulently Purchase Properties from the CCLBA**

As part of the scheme, SALEH recruited individuals to falsely pose as independent buyers of properties owned by the CCLBA, including Straw Buyer A, Straw Buyer B, Straw Buyer C, and Straw Buyer D, and had them purchase CCLBA properties on SALEH’s behalf. SALEH caused Straw Buyer A, Straw Buyer B, Straw Buyer C, and Straw Buyer D to falsely represent to the CCLBA that they were the actual buyers of the CCLBA properties, when SALEH knew that the straw buyers had purchased the properties on SALEH’s behalf. SALEH sent to, and received emails from the CCLBA,

using third party email accounts so that he could pose as a straw buyer for purposes of communicating with, and purchasing properties from the CCLBA.

SALEH also formed Dynamic Developers, Inc., to be used as a vehicle to purchase properties from the CCLBA on SALEH's behalf, and caused Straw Buyer C to be falsely listed as the president of Dynamic Developers, Inc., when, in fact, the company was controlled by SALEH. Further, SALEH caused Windy City Development, LLC, a real estate development company owned by SALEH's associate, Individual A, to be added to the CCLBA's preferred developers list, and then caused certain straw buyers, including Straw Buyer A and Straw Buyer B, to apply to purchase CCLBA properties in the name of Windy City Development, even though Straw Buyer A and Straw Buyer B did not have an interest in Windy City Development.

After the straw buyers purchased the Subject Properties from the CCLBA, SALEH financed and/or performed renovations at the properties, all while continuing to conceal his financial interest in the properties from the CCLBA. It was further part of the scheme that SALEH, in his role as Asset Manager, certified that certain properties that he fraudulently obtained from the CCLBA had been adequately improved by the buyer, so that CCLBA could lift its deed restrictions on the properties. In doing so, SALEH concealed his personal financial interest in the properties from the CCLBA.

After the renovations to the properties were completed, SALEH marketed the Subject Properties for resale, negotiated sales prices with the end buyers, and directed the straw buyers to resell the properties to the end buyers.

As part of the scheme, SALEH fraudulently caused the CCLBA to sell the following properties (collectively, the "Subject Properties") to straw buyers on SALEH's behalf:

- a. 10322 South Komensky Avenue, Unit C, Oak Lawn, Illinois ("Property 1"), sold to Straw Buyer A on or about March 7, 2016, for approximately \$67,000, of which approximately \$52,546 was paid for by CCLBA sales credits.
- b. 14604 South Sawyer Avenue, Midlothian, Illinois ("Property 2"), sold to Straw Buyer A on or about October 6, 2016, for \$93,000, of which approximately \$43,000 was paid for by CCLBA sales credits.
- c. 4209 West 24th Place, Chicago, Illinois ("Property 3"), sold to Straw Buyer B on or about December 6, 2016, for approximately \$57,000, of which approximately \$36,000 was paid for by CCLBA sales credits.
- d. 3619 South Francisco Avenue, Chicago, Illinois ("Property 4"), sold to Dynamic Developers Inc., an entity falsely represented to be controlled by Straw Buyer C, on or about March 4, 2019, for approximately \$146,529, of which approximately \$91,529 was paid for by CCLBA sales credits.
- e. 7945 South East End, Chicago, Illinois ("Property 5"), sold to Dynamic Developers Inc., an entity falsely represented to be controlled by Straw Buyer C, on or about October 21, 2019, for approximately \$76,560, of which approximately \$41,560 was paid for by CCLBA sales credits.
- f. 2941 East 96<sup>th</sup> Street, Chicago, Illinois ("Property 6"), sold to Straw Buyer D on or about June 25, 2018, for approximately

\$111,010 of which approximately \$61,798 was paid for by CCLBA sales credits.

As part of the scheme, SALEH caused the straw buyers to resell the Subject Properties as follows:

- a. On or about September 26, 2016, Property 1 was sold by Straw Buyer A to End Buyer 1 for a total sales price of approximately \$89,000, which resulted in sales proceeds of approximately \$75,124.84.
- b. On or about June 7th, 2017, Property 2 was sold by Straw Buyer A to End Buyer 2 for a total sales price of approximately \$145,000 which resulted in sales proceeds of approximately \$124,868.19.
- c. On or about May 25, 2018, Property 3 was sold by Straw Buyer B to End Buyer 3 for a total sales price of approximately \$290,000, which resulted in sales proceeds of approximately \$256,923.22.
- d. On or about December 16, 2019, Property 4 was sold by Dynamic Developers Inc., an entity falsely represented to be controlled by Straw Buyer C, to End Buyer 4 for a total sales price of approximately \$307,000, which resulted in sales proceeds of approximately \$271,655.21.
- e. On or about April 2, 2021, Property 5 was sold by Dynamic Developers Inc., an entity falsely represented to be controlled by Individual C, to End Buyer 5 for a total sales price of approximately \$179,900, which resulted in sales proceeds of approximately \$119,201.44

After the resales of Properties 1, 2 and 3, SALEH caused the straw buyers to deliver the proceeds of the property sales to SALEH. After the resales of Properties 4 and 5, SALEH caused the proceeds of the property sales to be wired directly to a bank account in the name of Dynamic Developers, Inc., which SALEH controlled. On or about October 21, 2019, without the knowledge or permission of the CCLBA, SALEH

caused Individual D to quit claim deed Property 6 to Dynamic Developers while the CCLBA's deed restriction was still in place. After Individual D quit claim deeded Property 6 to Dynamic Developers, and while the CCLBA's deed restriction on Property 6 was still in place, SALEH rented Property 6 to private individuals without the knowledge or permission of the CCLBA

On or about May 18, 2021, during an interview with federal law enforcement, SALEH falsely stated that he had never collected the proceeds from the sale of any CCLBA property.

SALEH's Concealed Interest in the Property Management Service

In or around 2016, SALEH formed property maintenance company called Evergreen Property Services ("EPS"). SALEH caused Individual E to be falsely listed as the president of EPS, when, in fact, the company was controlled by SALEH. SALEH directed Individual E to pose as the owner of EPS, including during Individual E's communications with the CCLBA about providing property management services. Between in or around 2016 and in or around 2019, SALEH caused the CCLBA to hire and pay EPS to perform approximately \$1.086 million in property maintenance services, which services EPS performed.

On or about December 16, 2019, SALEH executed and attempted to execute the scheme to defraud by causing an interstate wire transmission, namely, an interstate wire transfer processed through the Federal Reserve's Fedwire Funds

Service system in the amount of approximately \$287,950.62, which funds represented End Buyer 4's financing to purchase Property 4.

Defendant acknowledges that the total gain to the defendant that resulted from the straw buyer property purchases and resales was approximately \$172,706, which represents the total amount of sales proceeds SALEH earned from the resale of the Subject Properties (approximately \$684,851), minus the improvement costs that defendant put into the Subject Properties (approximately \$512,145). Defendant further acknowledges that CCLBA paid EPS a total of approximately \$1,086,046 for property preservation services, which services EPS performed, but which the CCLBA would not have paid to EPS but for SALEH's fraudulent concealment of his financial interest in EPS.

**Maximum Statutory Penalties**

7. Defendant understands that the charge to which he is pleading guilty carries the following statutory penalties:

a. A maximum sentence of 20 years' imprisonment. This offense also carries a maximum fine of \$250,000, or twice the gross gain or gross loss resulting from that offense, whichever is greater. Defendant further understands that the judge also may impose a term of supervised release of not more than three years.

b. Pursuant to Title 18, United States Code, Section 3013, defendant will be assessed \$100 on the charge to which he has pled guilty, in addition to any other penalty imposed.

**Sentencing Guidelines Calculations**

8. Defendant understands that in determining a sentence, the Court is obligated to calculate the applicable Sentencing Guidelines range, and to consider that range, possible departures under the Sentencing Guidelines, and other sentencing factors under 18 U.S.C. § 3553(a), which include: (i) the nature and circumstances of the offense and the history and characteristics of the defendant; (ii) the need for the sentence imposed to reflect the seriousness of the offense, promote respect for the law, and provide just punishment for the offense, afford adequate deterrence to criminal conduct, protect the public from further crimes of the defendant, and provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner; (iii) the kinds of sentences available; (iv) the need to avoid unwarranted sentence disparities among defendants with similar records who have been found guilty of similar conduct; and (v) the need to provide restitution to any victim of the offense.

9. For purposes of calculating the Sentencing Guidelines, the parties agree on the following points, except as specified below:

a. **Applicable Guidelines.** The Sentencing Guidelines to be considered in this case are those in effect at the time of sentencing. The following statements regarding the calculation of the Sentencing Guidelines are based on the Guidelines Manual currently in effect, namely the November 2021 Guidelines Manual.

**b. Offense Level Calculations.**

i. The base offense level is 7, pursuant to Guideline § 2B1.1(a)(1).

ii. Pursuant to Application Note 3(b) to Guideline § 2B1.1, because a loss to the CCLBA resulted from the straw buyer property purchases but it reasonably cannot be determined, the gain that resulted should be used as an alternative measure of loss for that portion of the scheme. With respect to the EPS portion of the scheme, the loss is the amount that the CCLBA paid EPS to perform property preservation services.

iii. The offense level is therefore increased by 10 levels, pursuant to Guideline § 2B1.1(b)(1)(F), because the total gain to defendant from the straw buyer property purchases and resales was approximately \$172,706.81, which is greater than \$150,000 but less than \$250,000. The total loss to the CCLBA with respect to the EPS portion of the scheme was approximately \$1,086,046. However, pursuant to Guideline § 2B1.1, Application Note 3(E)(i), the loss amount should be reduced by approximately \$1,086,046, which represents the fair market value of the services rendered by EPS to the CCLBA.

iv. The offense level is increased by 2 levels, pursuant to Guideline § 2B1.1(b)(10), because the offense involved sophisticated means and the defendant intentionally engaged in or caused the conduct constituting sophisticated means.

v. The offense level is increased by 2 levels, pursuant to Guideline § 3B1.1(c), because the defendant was an organizer or leader of a criminal activity other than described in Guideline § 3B1.1(a) or (b).

vi. The offense level is increased by 2 levels, pursuant to Guideline § 3B1.3, because the defendant abused a position of public trust that significantly facilitated the commission or concealment of the offense.

vii. Defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the government does not receive additional evidence in conflict with this provision, and if defendant continues to accept responsibility for his actions within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine that may be imposed in this case, a two-level reduction in the offense level is appropriate.

viii. In accord with Guideline § 3E1.1(b), defendant has timely notified the government of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently. Therefore, as provided by Guideline § 3E1.1(b), if the Court determines the offense level to be 16 or greater prior to determining that defendant is entitled to a two-level reduction for acceptance of responsibility, the government will move for an additional one-level reduction in the offense level. If the Court

determines at the time of sentencing that defendant has clearly demonstrated a recognition and affirmative acceptance of personal responsibility for his criminal conduct within the meaning of Guideline § 3E1.1(a), including by furnishing the United States Attorney's Office and the Probation Office with all requested financial information relevant to his ability to satisfy any fine that may be imposed in this case, a two-level reduction in the offense level will be appropriate. The government reserves the right to take whatever position it deems appropriate at the time of sentencing with respect to whether defendant has accepted responsibility within the meaning of Guideline § 3E1.1(a).

c. **Criminal History Category.** With regard to determining defendant's criminal history points and criminal history category, based on the facts now known to the government, defendant's criminal history points equal zero and defendant's criminal history category is I.

d. **Anticipated Advisory Sentencing Guidelines Range.** Therefore, based on the facts now known to the parties, the anticipated offense level is 20, which, when combined with the anticipated criminal history category of I, results in an anticipated advisory sentencing guidelines range of 33 to 41 months' imprisonment, in addition to any supervised release and fine the Court may impose.

e. Defendant and his attorney and the government acknowledge that the above guidelines calculations are preliminary in nature, and are non-binding predictions upon which neither party is entitled to rely. Defendant understands that

further review of the facts or applicable legal principles may lead the government to conclude that different or additional guidelines provisions apply in this case. Defendant understands that the Probation Office will conduct its own investigation and that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final guideline calculation. Accordingly, the validity of this Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations, and defendant shall not have a right to withdraw his plea on the basis of the Court's rejection of these calculations.

10. Both parties expressly acknowledge that this Agreement is not governed by Fed. R. Crim. P. 11(c)(1)(B), and that errors in applying or interpreting any of the sentencing guidelines may be corrected by either party prior to sentencing. The parties may correct these errors either by stipulation or by a statement to the Probation Office or the Court, setting forth the disagreement regarding the applicable provisions of the guidelines. The validity of this Agreement will not be affected by such corrections, and defendant shall not have a right to withdraw his plea, nor the government the right to vacate this Agreement, on the basis of such corrections.

#### **Agreements Relating to Sentencing**

11. Each party is free to recommend whatever sentence it deems appropriate. It is understood by the parties that the sentencing judge is neither a party to nor bound by this Agreement and may impose a sentence up to the maximum

penalties as set forth above. Defendant further acknowledges that if the Court does not accept the sentencing recommendation of the parties, defendant will have no right to withdraw his guilty plea.

12. Defendant agrees to pay the special assessment of \$100 at the time of sentencing with a cashier's check or money order payable to the Clerk of the U.S. District Court.

13. Defendant agrees that the United States may enforce collection of any fine or restitution imposed in this case pursuant to Title 18, United States Code, Sections 3572, 3613, and 3664(m), notwithstanding any payment schedule set by the Court.

#### **Forfeiture**

14. Defendant understands that by pleading guilty, he will subject to forfeiture to the United States all right, title, and interest that he has in any property constituting or derived from proceeds obtained, directly or indirectly, as a result of the offense.

15. In addition, defendant agrees to the entry of a forfeiture money judgment in the amount of \$172,706.81. The defendant agrees that the amount of the forfeiture money judgment represents property, real or personal, constituting or derived from proceeds obtained directly or indirectly as a result of defendant's violation of Title 18, United States Code, Section 1343. Defendant consents to the

immediate entry of a preliminary order of forfeiture setting forth the amount of the forfeiture money judgment she will be ordered to pay.

16. Defendant admits that because the directly forfeitable property is no longer available for forfeiture as described in Title 21, United States Code, Section 853(p)(1), the United States is entitled to seek forfeiture of any other property of defendant, up to the value of the forfeiture money judgment, as substitute assets pursuant to Title 21, United States Code, Section 853(p)(2).

17. Defendant understands that forfeiture shall not be treated as satisfaction of any fine, cost of imprisonment, or any other penalty the Court may impose upon defendant in addition to the forfeiture judgment.

18. Defendant agrees to waive all constitutional, statutory, and equitable challenges in any manner, including but not limited to direct appeal or a motion brought under Title 28, United States Code, Section 2255, to any forfeiture carried out in accordance with this agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment. The waiver in this paragraph does not apply to a claim of involuntariness or ineffective assistance of counsel.

### **Acknowledgments and Waivers Regarding Plea of Guilty**

#### **Nature of Agreement**

19. This Agreement is entirely voluntary and represents the entire agreement between the United States Attorney and defendant regarding defendant's criminal liability in case 22 CR 618.

20. This Agreement concerns criminal liability only. Except as expressly set forth in this Agreement, nothing herein shall constitute a limitation, waiver, or release by the United States or any of its agencies of any administrative or judicial civil claim, demand, or cause of action it may have against defendant or any other person or entity. The obligations of this Agreement are limited to the United States Attorney's Office for the Northern District of Illinois and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory authorities, except as expressly set forth in this Agreement.

#### **Waiver of Rights**

21. Defendant understands that by pleading guilty he surrenders certain rights, including the following:

a. **Right to be charged by indictment.** Defendant understands that he has a right to have the charge prosecuted by an indictment returned by a concurrence of twelve or more members of a grand jury consisting of not less than sixteen and not more than twenty-three members. By signing this Agreement, defendant knowingly waives his right to be prosecuted by indictment and to assert at trial or on appeal any defects or errors arising from the information, the information process, or the fact that he has been prosecuted by way of information.

b. **Trial rights.** Defendant has the right to persist in a plea of not guilty to the charge against him, and if he does, he would have the right to a public and speedy trial.

i. The trial could be either a jury trial or a trial by the judge sitting without a jury. However, in order that the trial be conducted by the judge sitting without a jury, defendant, the government, and the judge all must agree that the trial be conducted by the judge without a jury.

ii. If the trial is a jury trial, the jury would be composed of twelve citizens from the district, selected at random. Defendant and his attorney would participate in choosing the jury by requesting that the Court remove prospective jurors for cause where actual bias or other disqualification is shown, or by removing prospective jurors without cause by exercising peremptory challenges.

iii. If the trial is a jury trial, the jury would be instructed that defendant is presumed innocent, that the government has the burden of proving defendant guilty beyond a reasonable doubt, and that the jury could not convict him unless, after hearing all the evidence, it was persuaded of his guilt beyond a reasonable doubt. The jury would have to agree unanimously before it could return a verdict of guilty or not guilty.

iv. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not the judge was persuaded that the government had established defendant's guilt beyond a reasonable doubt.

v. At a trial, whether by a jury or a judge, the government would be required to present its witnesses and other evidence against defendant.

Defendant would be able to confront those government witnesses and his attorney would be able to cross-examine them.

vi. At a trial, defendant could present witnesses and other evidence in his own behalf. If the witnesses for defendant would not appear voluntarily, he could require their attendance through the subpoena power of the Court. A defendant is not required to present any evidence.

vii. At a trial, defendant would have a privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify in his own behalf.

viii. With respect to forfeiture, defendant understands that if the case were tried before a jury, she would have a right to retain the jury to determine whether the government had established the requisite nexus between defendant's offense and any specific property alleged to be subject to forfeiture.

c. **Appellate rights.** Defendant further understands he is waiving all appellate issues that might have been available if he had exercised his right to trial, and may only appeal the validity of this plea of guilty and the sentence imposed. Defendant understands that any appeal must be filed within 14 calendar days of the entry of the judgment of conviction.

22. Defendant understands that by pleading guilty he is waiving all the rights set forth in the prior paragraphs, with the exception of the appellate rights

specifically preserved above. Defendant's attorney has explained those rights to him, and the consequences of his waiver of those rights.

**Presentence Investigation Report/Post-Sentence Supervision**

23. Defendant understands that the United States Attorney's Office in its submission to the Probation Office as part of the Pre-Sentence Report and at sentencing shall fully apprise the District Court and the Probation Office of the nature, scope, and extent of defendant's conduct regarding the charge against him, and related matters. The government will make known all matters in aggravation and mitigation relevant to sentencing.

24. Defendant agrees to truthfully and completely execute a Financial Statement (with supporting documentation) prior to sentencing, to be provided to and shared among the Court, the Probation Office, and the United States Attorney's Office regarding all details of his financial circumstances, including his recent income tax returns as specified by the probation officer. Defendant understands that providing false or incomplete information, or refusing to provide this information, may be used as a basis for denial of a reduction for acceptance of responsibility pursuant to Guideline § 3E1.1 and enhancement of his sentence for obstruction of justice under Guideline § 3C1.1, and may be prosecuted as a violation of Title 18, United States Code, Section 1001 or as a contempt of the Court.

25. For the purpose of monitoring defendant's compliance with his obligations to pay a fine during any term of supervised release or probation to which

defendant is sentenced, defendant further consents to the disclosure by the IRS to the Probation Office and the United States Attorney's Office of defendant's individual income tax returns (together with extensions, correspondence, and other tax information) filed subsequent to defendant's sentencing, to and including the final year of any period of supervised release or probation to which defendant is sentenced. Defendant also agrees that a certified copy of this Agreement shall be sufficient evidence of defendant's request to the IRS to disclose the returns and return information, as provided for in Title 26, United States Code, Section 6103(b).

#### **Other Terms**

26. Defendant agrees to cooperate with the United States Attorney's Office in collecting any unpaid fine for which defendant is liable, including providing financial statements and supporting records as requested by the United States Attorney's Office.

27. Defendant understands that, if convicted, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

#### **Conclusion**

28. Defendant understands that this Agreement will be filed with the Court, will become a matter of public record, and may be disclosed to any person.

29. Defendant understands that his compliance with each part of this Agreement extends throughout the period of his sentence, and failure to abide by any

term of the Agreement is a violation of the Agreement. Defendant further understands that in the event he violates this Agreement, the government, at its option, may move to vacate the Agreement, rendering it null and void, and thereafter prosecute defendant not subject to any of the limits set forth in this Agreement, or may move to resentence defendant or require defendant's specific performance of this Agreement. Defendant understands and agrees that in the event that the Court permits defendant to withdraw from this Agreement, or defendant breaches any of its terms and the government elects to void the Agreement and prosecute defendant, any prosecutions that are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against defendant in accordance with this paragraph, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecutions.

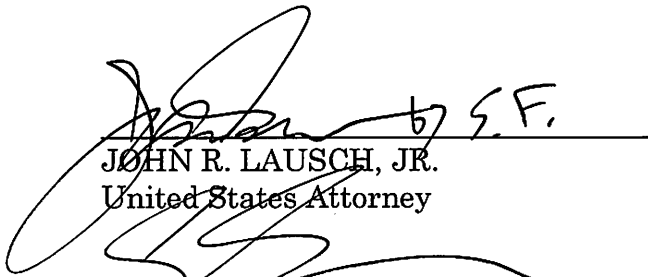
30. Should the judge refuse to accept defendant's plea of guilty, this Agreement shall become null and void and neither party will be bound to it.

31. Defendant and his attorney acknowledge that no threats, promises, or representations have been made, nor agreements reached, other than those set forth in this Agreement, to cause defendant to plead guilty.

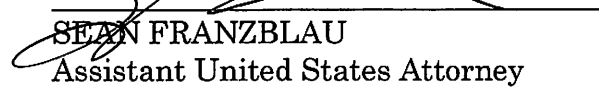
32. Defendant acknowledges that he has read this Agreement and carefully reviewed each provision with his attorney. Defendant further acknowledges that he

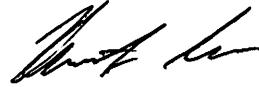
understands and voluntarily accepts each and every term and condition of this Agreement.

AGREED THIS DATE: 3/8/23

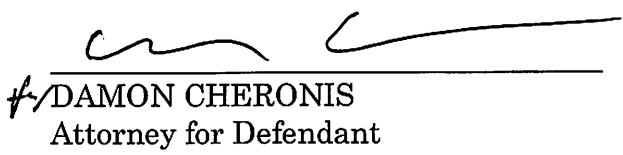
 b7 S.F.

JOHN R. LAUSCH, JR.  
United States Attorney

  
SEAN FRANZBLAU  
Assistant United States Attorney



MUSTAFAA SALEH  
Defendant

  
#/ DAMON CHERONIS  
Attorney for Defendant