



FILED

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JUL 06 2011
Jul 6, 2011
JUDGE MATTHEW F. KENNELLY
UNITED STATES DISTRICT COURT

08cr669

UNITED STATES OF AMERICA,)	Criminal No. 08-669 (3)
)	Judge Matthew F. Kennelly
v.)	
)	<u>Count One:</u> 18 U.S.C. § 201(c)(1)(A)
ASSAD JOHN RAMIN)	(Paying a Gratuity to a Public Official)
)	
Defendant.)	

PLEA AGREEMENT

The Criminal Division, Fraud Section of the Department of Justice (the "Government" or the "United States") and counsel for defendant ASSAD JOHN RAMIN ("defendant") hereby enter into the following Plea Agreement pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B).

RIGHTS OF DEFENDANT

1. Defendant understands his rights:
 - (a) to be represented by an attorney;
 - (b) to plead not guilty to any criminal charge brought against him;
 - (c) to have a trial by jury, at which he would be presumed not guilty of the charges and the United States would have to prove every essential element of the charged offenses beyond a reasonable doubt for him to be found guilty;
 - (d) to confront and cross-examine witnesses against him and to subpoena witnesses in his defense at trial;
 - (e) not to be compelled to incriminate himself;
 - (f) to appeal his conviction, if he is found guilty; and

(g) to appeal the imposition of sentence against him.

**AGREEMENT TO PLEAD GUILTY
AND WAIVE CERTAIN RIGHTS**

2. Defendant knowingly and voluntarily waives the rights set out in Paragraph 1(b)-(f) above, and all statute of limitations as well as jurisdictional and venue defenses to the prosecution of this case, and agrees voluntarily to consent to the jurisdiction of the United States to prosecute this case against him in the United States District Court for the Northern District of Illinois. Defendant also knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. §§ 2241 or 2255, that challenges the sentence imposed by the Court, unless the sentence imposed constitutes an upward departure from the Guideline range stipulated by the parties in this agreement, in which case defendant's appeal will be expressly limited to contesting any upward departure from the stipulated Guideline range. This agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). Defendant will plead guilty to a one count Information filed in the United States District Court for the Northern District of Illinois (the "Information") charging defendant with paying a gratuity to a public official in violation of 18 U.S.C. § 201(c)(1)(A). Defendant admits that, as charged in the Information, he knowingly and unlawfully approved the payment of a cash gratuity to a public official, who accepted it for his assistance in awarding a government contract to the defendant. Defendant is pleading guilty because he is guilty and understands that he will be adjudicated guilty of this offense. At sentencing, the United States will move to dismiss the June 18, 2009 Superseding Indictment (Cr.No.-08-669(3)) as it relates to the defendant (the "Chicago Indictment"). In addition, at sentencing, the United States will move to dismiss the Indictment

(Cr. No.-10-000333), transferred from the United States District Court for the District of Hawaii, as it relates to the defendant (the "Hawaii Indictment").

3. Pursuant to the terms of this Plea Agreement, defendant will plead guilty to the criminal charge described in Paragraph 2 above, and at his change of plea hearing, defendant will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below and in the Information. Defendant agrees that this factual admission will establish his guilt beyond a reasonable doubt.

FACTUAL BASIS FOR OFFENSE CHARGED

4. Had this case gone to trial, the United States would have presented evidence sufficient to prove the following facts:

(a) For the purposes of this Plea Agreement, the "relevant period" is that period from in or about September 2004 until at least in or about April 2005. During the relevant period, the United States Department of Defense ("DOD") operated a military base at Bagram Airfield ("BAF"), Afghanistan. During the relevant period, defendant Assad John Ramin was an owner and operator of a military contracting business, AZ Corporation ("AZ"). The defendant, through AZ, contracted with the DOD to supply BAF with, among other things, trucking and transportation, or "line haul," services.

(b) During the relevant period, Charles O. Finch ("Finch") was a Sergeant with the United States Army's 725th Logistical Task Force ("LTF"), and was deployed to BAF from in or about January 2004 until on or about January 21, 2005. Finch served at BAF as the Noncommissioned Officer In Charge ("NCOIC") of Operations Support, a position he held until in or about January 2005.

(c) As a member of the United States Army, Finch was a public official within the meaning of 18 U.S.C. § 201(a)(1).

(d) On or about June 12, 2003, before Finch was deployed to Afghanistan, the Army awarded AZ a line haul contract.

(e) On or before September 24, 2004, the defendant authorized payment of a \$50,000 gratuity to Finch.

(f) On or about September 27, 2004, a \$50,000 gratuity was paid to Finch.

(g) Finch accepted this \$50,000 payment in exchange for the assistance that Finch provided in the awarding BPA W913TY-05-A-0005 to the defendant. BPA W913TY-05-A-0005 was a line haul blanket purchase agreement entered into between the DOD and AZ.

POSSIBLE MAXIMUM SENTENCE

5. Defendant understands that the statutory maximum penalties which may be imposed against him upon conviction for a violation of 18 U.S.C. § 201(c)(1)(A) are:

- (a) a term of imprisonment for two (2) years;
- (b) a fine of up to \$250,000; and
- (c) up to one years' supervised release following any term of imprisonment. If defendant violates any condition of supervised release, defendant could be required to serve the entire term of supervised release in prison. 18 U.S.C. §§ 3559(a)(3); 3583(b)(2) and (e)(3); and United States Sentencing Guidelines ("U.S.S.G.," "Sentencing Guidelines," or "Guidelines") §5D1.2(a)(2).

6. In addition, defendant understands that:

(a) pursuant 18 U.S.C. §§ 3663(a)(3) or 3583(d), the Court shall order him to pay restitution to the victims of the offense; and

(b) pursuant to 18 U.S.C. § 3013(a)(2)(A), the Court is required to order defendant to pay a \$100.00 special assessment upon conviction.

SENTENCING GUIDELINES

7. Defendant understands that the Sentencing Guidelines are advisory, not mandatory, and that the Court must consider the Guidelines in effect on the day of sentencing, along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. Defendant understands that the Guidelines determinations will be made by the Court by a preponderance of the evidence standard. Defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable based upon consideration of the sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant agrees that this Plea Agreement, along with the record, including any testimony that will be created by the United States and defendant at the plea and sentencing hearings, as well as any sentencing memorandum, will provide sufficient information concerning defendant, the crime charged, and defendant's role in the crime to enable the meaningful exercise of the Court's sentencing authority as required by 18 U.S.C. § 3553.

SENTENCING AGREEMENT

8. For purposes of calculating the sentence directed by the Sentencing Guidelines, the United States and defendant agree to recommend the following calculation:

- (a) The November 1, 2010, edition of the Guidelines applies;
- (b) Pursuant to Guideline §2X1.1(a), the controlling Guideline is §2C1.2, and pursuant to §2C1.2(a)(2), the base offense level is **nine**;

(c) The value of the payment, the benefit received or to be received in return for the payment, or the loss to the government from the offense was more than \$30,000 but not more than \$70,000, and thus a **six**-level increase is appropriate pursuant to U.S.S.G.

§2C1.2(b)(2) and 2B1.1(b)(1)(D); and

(d) The parties agree that each party may tender evidence and arguments as to whether the offense involved a public official in a high-level decision-making or sensitive position, and thus, whether a **four**-level increase is appropriate pursuant to U.S.S.G.

§2C1.2(b)(3).

9. The United States agrees that a two-level reduction in the defendant's combined offense level, based upon the defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for his criminal conduct. If the Court determines the defendant's offense level to be 16 or greater prior to the operation of U.S.S.G. §3E1.1(a), the United States agrees to make a motion under U.S.S.G. §3E1.1(b) for an additional one-level decrease in recognition of the defendant's timely notification of his intention to plead guilty. The United States may oppose any adjustment for acceptance of responsibility if the defendant (a) fails to admit each and every item in the factual stipulation in paragraph 4 of this agreement; (b) denies involvement in the offenses; (c) gives conflicting statements about his involvement in the offenses; (d) is untruthful with the Court, the United States, or the Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw his plea of guilty.

10. Based on the calculations set forth in paragraphs 8 and 9 of this Agreement, the parties agree that the Guidelines Offense Level for the defendant is either **16** (if the Court determines that a four-level increase is appropriate pursuant to U.S.S.G. §2C1.2(b)(3)) or **13** (if the

Court determines that a four-level increase is not appropriate pursuant to U.S.S.G. §2C1.2(b)(3)). Based upon information now available to the Government, the defendant has no criminal history; in accordance with this understanding, the defendant's Criminal History Category is I.

11. Based on the calculations set forth above in paragraphs 8-10, the defendant's stipulated Sentencing Guidelines Range ("Stipulated Guidelines Range") is either **21-27 months** (if the Court determines that a four-level increase is appropriate pursuant to U.S.S.G. §2C1.2(b)(3)) or **12-18 months** (if the Court determines that a four-level increase is not appropriate pursuant to U.S.S.G. §2C1.2(b)(3)). After the Court makes a ruling with respect to whether or not a four-level increase should be added pursuant to U.S.S.G. §2C1.2(b)(3), the Government will take the position at sentencing that a sentence within the corresponding Stipulated Guidelines Range set forth above is reasonable.

12. Defendant understands that there is no agreement as to the sentencing provisions set out in Chapter Four of the Guidelines, and that the foregoing sentencing guidelines calculations could change based upon his criminal history category, or if he is a career offender, or if the instant offense was part of a pattern of criminal conduct from which he derived a substantial portion of his income.

13. The United States agrees that with respect to the calculation of the advisory Guidelines range, no other offense characteristics, Sentencing Guidelines factors, potential departures or adjustments as set forth in Chapters 2, 3, 4 or 5 of the Sentencing Guidelines will be raised, argued, or are in dispute. The government reserves the right to respond to any arguments for potential departures or adjustments raised by the defendant pursuant to this paragraph.

14. The United States further agrees that it will not argue any "relevant conduct" to be

considered for purposes of any Sentencing Guidelines analysis, including but not limited to any previously identified 404(b) evidence.

15. Defendant, his attorney, and the United States acknowledge and agree that the above calculations are preliminary in nature and based on facts known to the United States as of the time of this Plea Agreement. Defendant further understands that the Court ultimately determines the facts and law relevant to sentencing, and that the Court's determinations govern the final Guidelines calculation. The validity of this Plea Agreement is not contingent upon the probation officer's or the Court's concurrence with the above calculations and defendant has no right to withdraw his Plea Agreement if the probation officer or the Court do not agree or concur with the calculations, stipulations, or recommendations of the parties. Defendant further understands that, as provided in Fed. R. Crim. P. 11(c)(3)(B), if the Court does not impose a sentence consistent with the calculations, stipulations, or recommendations contained in this Plea Agreement, he nevertheless has no right to withdraw his plea of guilty.

16. Defendant, his attorney, and the United States acknowledge and agree that the defendant can request a sentence which would constitute a departure or adjustment from the Stipulated Guidelines Ranges set forth in paragraph 11 above. The United States will take the position at sentencing that a sentence within the appropriate Stipulated Guidelines Range set forth above is reasonable.

17. The Defendant is free to argue mitigating factors to consider under 18 U.S.C. §3553(a) at the time of sentencing.

RESTITUTION

18. Defendant agrees to the entry of a restitution order for the full amount of the

victim's losses pursuant to 18 U.S.C. §§ 3556, 3663A(c)(1)(A)(ii), and 3664(f)(1)(A), as determined by the Court at the sentencing hearing. Defendant agrees that any restitution due and owing, as determined by the Court, will be paid on a reasonable schedule as imposed by the Court pursuant to 18 U.S.C. § 3664(f)(2), (3). Defendant further agrees to apply any funds seized and detained from defendant upon his entry to the United States toward his restitution. The United States and defendant agree that they are aware of restitution owed in total by John Ramin, Tahir Ramin, and AZ Corporation for the following actual losses:

- (a) \$50,000 to the United States Department of Defense.

GOVERNMENT'S AGREEMENT

19. Upon the Court's acceptance of the plea of guilty called for by this Plea Agreement, the imposition of the sentence, and the full payment of restitution, the United States agrees not to bring further criminal charges against defendant for any act or offense committed before the date of this Plea Agreement which is presently known to the Criminal Division, Fraud Section of the Department of Justice. The nonprosecution terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal tax or securities laws, or to any crime of violence. The defendant also agrees that with respect to any and all charges referred to in the Information, the Chicago Indictment and the Hawaii Indictment he is not a "prevailing party" within the meaning of the "Hyde Amendment," 18 U.S.C. § 3006A note, and will not file any claim under that law.

REPRESENTATION BY COUNSEL

20. Defendant has reviewed all legal and factual aspects of this case with his attorney and is fully satisfied with his attorney's legal representation. Defendant has thoroughly reviewed this Plea Agreement with his attorney and has received satisfactory explanations concerning each

paragraph of this Plea Agreement and the alternatives available to defendant other than entering into this Plea Agreement. After conferring with his attorney and considering the alternatives, defendant has made a knowing and voluntary decision to enter into this Plea Agreement.

VOLUNTARY PLEA

21. Defendant's decision to enter into this Plea Agreement and to tender a plea of guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises, or representations other than the representations contained in this Plea Agreement.

VIOLATION OF PLEA AGREEMENT

22. Defendant agrees that should the United States determine in good faith that defendant has violated any provision of this Plea Agreement, the United States will notify defendant or his counsel in writing by personal or overnight delivery or facsimile transmission and may also notify his counsel by telephone of its intention to void any of its obligations under this Plea Agreement (except its obligations under this paragraph), and defendant shall be subject to prosecution for any federal crime of which the United States has knowledge including, but not limited to, the substantive offenses relating to the investigation resulting in this Plea Agreement. Defendant agrees that, in the event that the United States is released from its obligations under this Plea Agreement and brings criminal charges against defendant for any of the charged conduct, the statute of limitations period for such offenses will be tolled for the period between the date of the signing of this Plea Agreement and six (6) months after the date the United States gave notice of its intent to void its obligations under this Plea Agreement.

ENTIRETY OF AGREEMENT

23. This Plea Agreement constitutes the entire agreement between the United States and defendant concerning the disposition of the criminal charges in this case. This Plea Agreement cannot be modified except in writing, signed by the United States and defendant.

24. The undersigned attorney for the United States have been authorized by the Attorney General to enter this Plea Agreement on behalf of the United States.

25. A photocopy, facsimile, or other electronically transmitted signature shall be deemed an original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.

Dated: 7/6/11

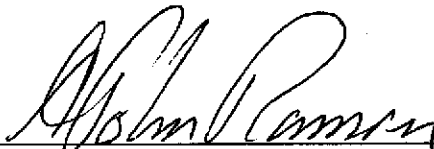
Respectfully submitted,



GLENN S. LEON
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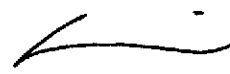
With the assistance of a translator, I have read this agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. I am completely satisfied with the representation of my attorney.

7/6/11
Date


Assad John Ramin

I am Assad John Ramin's attorney. With the assistance of a translator, I have carefully reviewed every part of this agreement with him. To my knowledge, his decision to enter into this agreement is informed and voluntary.

7/6/11
Date


Kirby Behre, Esq.
Counsel for Assad John Ramin

Date

Michael Purpura, Esq.
Counsel for Assad John Ramin