

DMP:JAM/EHS
F. #2022R00963

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

PLEA AGREEMENT

- against -

23 CR 452 (LDH)

NIKOLAY GOLTSEV,

Defendant.

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Pursuant to Rule 11 of the Federal Rules of Criminal Procedure, the United States Attorney's Office for the Eastern District of New York (the "Office") and NIKOLAY GOLTSEV (the "defendant") agree to the following:

1. The defendant will plead guilty to Count Eight of the above-captioned indictment (the "Indictment"), charging a violation of 50 U.S.C. §§ 4819(a)(1) and 4819(a)(2)(A)-(G). The count carries the following statutory penalties:
 - a. Maximum term of imprisonment: 20 years (50 U.S.C. § 4819(b)(2)).
 - b. Minimum term of imprisonment: 0 years (50 U.S.C. § 4819(b)(2)).
 - c. Maximum supervised release term: 3 years, to follow any term of imprisonment; if a condition of release is violated, the defendant may be sentenced to up to 2 years without credit for pre-release imprisonment or time previously served on post-release supervision (18 U.S.C. § 3583 (b) & (e)).
 - d. Maximum fine: \$1,000,000 (50 U.S.C. § 4819(b)(1)).

- e. Restitution: In the full amount of each victim’s losses as determined by the Court. (18 U.S.C. §§ 3663 and 3664).
- f. \$100 special assessment (18 U.S.C. § 3013).
- g. Other penalties: Defendant consents to removal as set forth below in paragraph 14; criminal forfeiture as set forth below in paragraphs 6-13. (50 U.S.C. § 4819(d)(1) and (d)(2), and 21 U.S.C. § 853(p))

2. The defendant understands that although imposition of a sentence in accordance with the United States Sentencing Guidelines (the “Guidelines” and “U.S.S.G.”) is not mandatory, the Guidelines are advisory and the Court is required to consider any applicable Guidelines provisions as well as other factors enumerated in 18 U.S.C. § 3553(a) to arrive at an appropriate sentence in this case. The Office will advise the Court and the Probation Department of information relevant to sentencing, including criminal activity engaged in by the defendant, and such information may be used by the Court in determining the defendant’s sentence. See 18 U.S.C. § 3661 (“No limitation shall be placed on the information concerning the background, character, and conduct of a person convicted of an offense which a court of the United States may receive and consider for the purpose of imposing an appropriate sentence.”). The Office estimates the likely adjusted offense level under the Guidelines to be 23, which is predicated on the following Guidelines calculation:

Base Offense Level (U.S.S.G. § 2M5.1(a)(1))	26
Less: Adjustment for zero-point offender (U.S.S.G. § 4C1.1)	-2
Less: Global resolution (U.S.S.G. § 5K2.0) ¹	<u>-1</u>

¹ The one-level reduction for a global resolution is applicable only if the conditions set forth in paragraph 16 are satisfied.

If the defendant clearly demonstrates acceptance of responsibility, through allocution and subsequent conduct prior to the imposition of sentence, a two-level reduction will be warranted, pursuant to U.S.S.G. § 3E1.1(a), resulting in an adjusted offense level of 21 and a range of imprisonment of 37 - 46 months, assuming that the defendant falls within Criminal History Category I. Furthermore, if the defendant has accepted responsibility as described above, to the satisfaction of the Office, and if the defendant pleads guilty on or before July 9, 2024, an additional one-level reduction will be warranted, pursuant to U.S.S.G. § 3E1.1(b), resulting in an adjusted offense level of 20. This level carries a range of imprisonment of 33 - 41 months, assuming that the defendant falls within Criminal History Category I. The defendant stipulates to the above Guidelines calculation.

3. The Guidelines estimate set forth in paragraph 2 is not binding on the Office, the Probation Department or the Court. If the Guidelines offense level advocated by the Office, or determined by the Probation Department or the Court, is, for any reason, including an error in the estimate, different from the estimate, the defendant will not be entitled to withdraw the plea and the government will not be deemed to have breached this agreement.

4. The defendant agrees not to file an appeal or otherwise challenge, by petition pursuant to 28 U.S.C. § 2255 or any other provision, the conviction or sentence in the event that the Court imposes a term of imprisonment of 46 months or below. This waiver is binding without regard to the sentencing analysis used by the Court. The defendant waives all defenses based on the statute of limitations and venue with respect to any prosecution that is not time-barred on the date that this agreement is signed in the event that (a) the defendant's conviction is later vacated for any reason, (b) the defendant violates this agreement, or (c) the defendant's plea is later withdrawn. The defendant further waives the right to raise on appeal or

on collateral review any argument that (a) the statute(s) to which the defendant is pleading guilty is unconstitutional and (b) the admitted conduct does not fall within the scope of the statute(s). Nothing in the foregoing waiver of appellate and collateral review rights shall preclude the defendant from raising a claim of ineffective assistance of counsel in an appropriate forum. The defendant waives any right to additional disclosure from the government in connection with the guilty plea. The defendant agrees that with respect to all charges referred to in paragraphs 1 and 5(a) 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. The defendant agrees to pay the special assessment by check payable to the Clerk of the Court at or before sentencing. The defendant understands that he may be subject to removal as set forth in paragraph 14 below. Nevertheless, the defendant affirms that he wants to plead guilty and to waive his right to appeal as set forth at the beginning of this paragraph, even if the consequence is the defendant’s automatic removal from the United States.

5. The Office agrees that:

- a. no further criminal charges will be brought against the defendant for, between January 2022 and October 2023, (1) conspiracy to send electronic components to sanctioned end-users; (2) wire fraud and wire fraud conspiracy in connection with the same; (3) money laundering conspiracy in connection with the same; (4) conspiring to violate the Export Control Reform Act; (5) smuggling goods; and (6) failure to file and false filing of electronic export information, all as charged in the Indictment; it being understood that this agreement does not bar the use of such conduct as a predicate act or as the basis for a sentencing enhancement in a subsequent prosecution including, but not limited to, a prosecution pursuant to 18 U.S.C. §§ 1961 *et seq.*, and at the time of sentence, it will move to dismiss the remaining counts of the Indictment with prejudice;

and, based upon information now known to the Office, it will

- b. make no motion for an upward departure under the Sentencing Guidelines.

If information relevant to sentencing, as determined by the Office, becomes known to the Office after the date of this agreement, the Office will not be bound by paragraph 5(b). Should it be judged by the Office that the defendant has violated any provision of this agreement, the defendant will not be released from his plea of guilty but this Office will be released from its obligations under this agreement, including but not limited to: (a) moving for the additional one-level downward adjustment for timely acceptance of responsibility described in paragraph 2 above; (b) moving for the one-level downward adjustment for a global resolution as described in paragraphs 2 and 16; and (c) the provisions of paragraphs 5(a)-(b).

6. The defendant acknowledges that he obtained and/or acquired property that is subject to forfeiture as a result of his violation of 50 U.S.C. §§ 4819(a)(1) and 4819(a)(2)(A)-(G), as charged in Count Eight of the Indictment. The defendant consents to the entry of a forfeiture money judgment in the amount of four million dollars and zero cents (\$4,000,000.00) (the “Forfeiture Money Judgment”), in addition to the forfeiture of all right, title and interest in the following assets (collectively, the “Forfeitable Assets”):

- i. \$20,000.00, more or less, in United States currency, seized on or about October 31, 2023, from The Millennium Hotel, 55 Church Street, New York, NY 10007, and all proceeds traceable thereto;
- ii. \$109,153.13, more or less, seized on or about October 31, 2023, from JPMorgan Chase Bank, N.A. Account No. XXXX6918, held in the name of SH Brothers Group, Inc., and all proceeds traceable thereto;
- iii. \$1,001,821.38, more or less, seized on or about October 31, 2023, from JPMorgan Chase Bank, N.A. Account No. XXXX0611, held in the name of SH Brothers Group, Inc., and all proceeds traceable thereto;
- iv. \$26,271.35, more or less, seized on or about October 31, 2023, from JPMorgan Chase Bank, N.A. Account No. XXXX2250, held in the name of SN Electronics, Inc., and all proceeds traceable thereto;
- v. 32 boxes containing various electronic components, seized on or about October 31, 2023, from 3734 Laurel Avenue in Brooklyn, New York;

- vi. two boxes containing various electronic components, seized on or about October 31, 2023, from 2650 Coney Island Avenue in Brooklyn, New York;
- vii. \$15,934.57, more or less, seized on or about January 22, 2024, from Digi-Key Corporation, and, and all proceeds traceable thereto;
- viii. \$88,863.99, more or less, seized on or about January 19, 2024, from Powell Electronics, Inc., and all proceeds traceable thereto; and
- ix. \$376,126.75, more or less, seized on or about January 18, 2024, from Richardson RFPD, Inc., and, and all proceeds traceable thereto.

The defendant agrees that the amount of the Forfeiture Money Judgment, any payments toward the Forfeiture Money Judgment, and the Forfeitable Assets are property: (a) used or intended to be used, in any manner, to commit or facilitate his violation of 50 U.S.C. §§ 4819(a)(1) and 4819(a)(2)(A)-(G); (b) constituting or traceable to the gross proceeds taken, obtained, or retained, in connection with or as a result of such violation; (c) constituting items or technology that were exported or intended to be exported in violation of the Export Control Reform Act; and/or (d) substitute assets, and thus are forfeitable to the United States pursuant to 50 U.S.C. § 4819(d)(1) and (d)(2), and 21 U.S.C. § 853(p), in any administrative and/or judicial (civil or criminal) proceeding(s) at the Office's exclusive discretion. The defendant consents to the entry of a Preliminary Order of Forfeiture, pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, imposing the Forfeiture Money Judgment and forfeiting the Forfeitable Assets.

7. The Forfeiture Money Judgment shall be paid in full on or before the date the defendant enters a plea of guilty pursuant to this agreement (the "Due Date"). All payments made by the defendant toward the Forfeiture Money Judgment shall be made by money order, certified check and/or official bank check, payable to "U.S. Customs & Border Protection." The defendant shall cause said payment(s) to be sent by overnight mail delivery to Assistant United

States Attorney Laura D. Mantell, United States Attorney's Office, Eastern District of New York, 271-A Cadman Plaza East, Brooklyn, New York 11201, with the criminal docket number noted on the face of the instrument. The defendant consents to the restraint of all payments made toward the Forfeiture Money Judgment and the restraint of the Forfeitable Assets. The defendant also waives all statutory deadlines, including but not limited to deadlines set forth in 18 U.S.C.

§ 983. The forfeiture of the Forfeitable Assets will not be credited towards the Forfeiture Money Judgment.

8. If the defendant fails to pay any portion of the Forfeiture Money Judgment on or before the Due Date and/or forfeit the Forfeitable Assets, the defendant consents to the forfeiture of any other property of his up to the amount of the unpaid Forfeiture Money Judgment and/or value of the Forfeitable Assets, pursuant to 21 U.S.C. § 853(p), as incorporated by 50 U.S.C. § 4819(d)(2), and further agrees the conditions of 21 U.S.C. § 853(p)(1)(A)-(E) have been met.

9. The defendant agrees to fully assist the government in effectuating the payment of the Forfeiture Money Judgment and the surrender and forfeiture of the Forfeitable Assets to the United States, and to take whatever steps are necessary to ensure that clear title passes to the United States, including the execution of any documents necessary to effectuate the surrender and transfer of title to the United States. The defendant agrees not to file a claim or petition seeking remission or contesting the forfeiture of the Forfeitable Assets or any property against which the government seeks to satisfy the Forfeiture Money Judgment in any administrative or judicial (civil or criminal) proceeding. The defendant further agrees not to assist any person or entity in the filing of any claim or petition seeking remission or contesting the forfeiture of the Forfeitable Assets and any property against which the government seeks to

satisfy the Forfeiture Money Judgment in any administrative or judicial (civil or criminal) forfeiture proceeding. Further, if any third-party files a claim to the Forfeitable Assets, the defendant will assist the government in defending such claim.

10. The failure of the defendant to forfeit any monies and/or properties as required under this agreement, including the failure of the defendant to execute any document to accomplish the same on timely notice to do so, may constitute a material breach of this agreement. Upon such a breach, the defendant will not be entitled to withdraw the plea, but the Office may bring additional criminal charges against the defendant.

11. The defendant represents that he will disclose all of his assets to the United States on the financial statement titled “United States Department of Justice Financial Statement” (hereinafter, the “Financial Statement”) on or before 60 days before sentencing and will provide a copy to Assistant United States Attorneys Ellen H. Sise and Artie McConnell. The defendant agrees that a failure to disclose all assets on the Financial Statement and to inform the government in writing of any material changes up until the time of sentencing constitutes a material breach of this agreement. Upon such a breach, the defendant will not be entitled to withdraw the plea, but the Office may bring additional criminal charges against the defendant. Should undisclosed assets which the defendant owns or in which the defendant has an interest be discovered, the defendant knowingly and voluntarily waives his right to any required notice concerning the forfeiture of said assets and agrees that said assets shall be forfeited to the United States pursuant 50 U.S.C. § 4819(d)(1) and (d)(2), and 21 U.S.C. § 853(p).

12. The defendant knowingly and voluntarily waives his right to any required notice concerning the forfeiture of any monies and/or properties forfeited hereunder, including notice set forth in an indictment, information or administrative notice. In addition, the defendant

knowingly and voluntarily waives his right, if any, to a jury trial on the entry of the Forfeiture Money Judgment and the forfeiture of the Forfeitable Assets, and waives all constitutional, legal and equitable defenses to the forfeiture of said monies and/or properties, including, but not limited to, any defenses based on principles of double jeopardy, the Ex Post Facto clause of the Constitution, any applicable statute of limitations, venue, or any defense under the Eighth Amendment, including a claim of excessive fines.

13. The defendant agrees that the entry and payment of the Forfeiture Money Judgment and the forfeiture of the Forfeitable Assets are not to be considered a payment of a fine, penalty, restitution loss amount, or any income taxes that may be due, and shall survive bankruptcy.

14. The defendant consents to his removal. The defendant acknowledges that he received a Notice of Intent to Request Judicial Removal dated July 2, 2024, and Factual Allegations In Support of Judicial Removal dated July 2, 2024. The defendant also acknowledges that he signed a Plea Statement In Support of Judicial Removal Proceedings dated July 2, 2024 (the "Removal Plea Statement"). The Notice of Intent to Request Judicial Removal, Factual Allegations In Support of Judicial Removal, and the Removal Plea Statement are all attached hereto and incorporated herein. As set forth more fully in the defendant's Removal Plea Statement, the defendant concedes that he is removable from the United States; waives any right he may have to apply for relief or protection from removal; requests that an order be issued for his removal to Canada or Russia in the alternative and requests that the Court, at the time of sentencing, order that the defendant be removed from the United States promptly upon his release from confinement, or, if the defendant is not sentenced to a term of imprisonment, promptly upon his sentencing.

15. This agreement does not bind any federal, state, or local prosecuting authority other than the Office, and does not prohibit the Office from initiating or prosecuting any civil or administrative proceedings directly or indirectly involving the defendant.

16. This agreement is conditioned upon the following: (a) the defendants listed below (the “covered defendants”) entering guilty pleas, pursuant to plea offers dated April 4, 2024, on or before July 9, 2024, and (b) acceptance of those pleas by a United States District Court Judge at the time of the plea allocution. The covered defendants are:

- i. Nikolay Goltsev, and
- ii. Salimdzhon Nasriddinov.

If fewer than all of the covered defendants satisfy conditions 16(a) and 16(b), or if any of the covered defendants subsequently seeks to withdraw his guilty plea, the Office, in its sole discretion, may elect to void any or all of the covered defendants’ plea agreements and proceed to trial. The Office may also elect not to recommend a reduction under the Guidelines for a global disposition. No covered defendant will have the right to withdraw his guilty plea in any of those circumstances.

17. Apart from any written proffer agreements, if applicable, no promises, agreements or conditions have been entered into by the parties other than those set forth in this agreement and none will be entered into unless memorialized in writing and signed by all parties. Apart from any written proffer agreements, if applicable, this agreement supersedes all prior

promises, agreements or conditions between the parties. To become effective, this agreement must be signed by all signatories listed below.

Dated: Brooklyn, New York
_____, 20____

BREON PEACE
United States Attorney
Eastern District of New York

By: Ellen H. Sise
Ellen H. Sise
Assistant United States Attorney

Approved by:
DP Pravda
Douglas M. Pravda
Supervising Assistant U.S. Attorney

I have read the entire agreement and discussed it with my attorney. I understand all of its terms and am entering into it knowingly and voluntarily.

Nikolay Goltsev
Defendant

Approved by:

Todd Spodek
Counsel to Defendant