



U.S. Department of Justice

Michael R. Sherwin  
Acting United States Attorney

*District of Columbia*

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*Judiciary Center  
555 Fourth St., N.W.  
Washington, D.C. 20530*

October 11, 2020

David Benowitz, Esq.  
Counsel for Mariam Taha Thompson

Re: United States v. Mariam Taha Thompson  
Criminal Case No. 20-CR-0067 (JDB)

Dear Mr. Benowitz:

This letter sets forth the full and complete plea offer to your client, Mariam Taha Thompson (hereinafter referred to as “your client” or “defendant”), from the Office of the United States Attorney for the District of Columbia and the National Security Division of the Department of Justice (hereinafter also referred to as “the Government” or “this Office”). This plea offer expires on October 26, 2020. If your client accepts the terms and conditions of this offer, please have your client execute this document in the space provided below. Upon receipt of the executed document, this letter will become the Plea Agreement (hereinafter referred to as “this Agreement”). The terms of the offer are as follows:

**A. Charges and Statutory Penalties**

Your client agrees to plead guilty to Count Two in the Indictment, charging your client with Delivering National Defense Information to Aid a Foreign Government, in violation of 18 U.S.C. § 794(a).

Your client understands that a violation of 18 U.S.C. § 794(a) carries a maximum sentence of up to life imprisonment; a fine of \$250,000, pursuant to 18 U.S.C. § 3571(b)(3); a term of supervised release of not more than 5 years, pursuant to 18 U.S.C. § 3583(b)(1), any applicable forfeiture, and an obligation to pay any applicable interest or penalties on fines and restitution not timely made.

In addition, your client agrees to pay a special assessment of \$100 per felony conviction to the Clerk of the United States District Court for the District of Columbia. Your client also understands that, pursuant to 18 U.S.C. § 3572 and § 5E1.2 of the United States Sentencing Commission, *Guidelines Manual* (2018) (hereinafter “Sentencing Guidelines,” “Guidelines,” or “U.S.S.G.”), the Court may also impose a fine that is sufficient to pay the federal government the

costs of any imprisonment, term of supervised release, and period of probation. Further, your client understands that, if your client has two or more convictions for a crime of violence or felony drug offense, your client may be subject to the substantially higher penalties provided for in the career-offender statutes and provisions of the Sentencing Guidelines.

### **B. Factual Stipulations**

Your client agrees that the attached “Statement of Offense” fairly and accurately describes your client’s actions and involvement in the offense to which your client is pleading guilty. Please have your client sign and return the Statement of Offense as a written proffer of evidence, along with this Agreement.

### **C. Additional Charges**

In consideration of your client’s guilty plea to the above offense, your client will not be further prosecuted criminally by this Office for the conduct set forth in the attached Statement of Offense. The Government will request that the Court dismiss the remaining counts of the Indictment in this case at the time of sentencing. Your client agrees and acknowledges that the charges to be dismissed at the time of sentencing were based in fact.

### **D. Sentencing Guidelines Analysis**

Your client understands that the sentence in this case will be determined by the Court, pursuant to the factors set forth in 18 U.S.C. § 3553(a), including a consideration of the Sentencing Guidelines. Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), and to assist the Court in determining the appropriate sentence, the parties agree to the following:

#### **1. Estimated Offense Level Under the Guidelines**

Your client agrees and will acknowledge at the time of the plea of guilty to the offense stated above that, pursuant to U.S.S.G. § 1B1.3, your client believed that the information she was providing to a foreign national was being passed to a designated foreign terrorist organization as described in the Statement of Offense. Your client further agrees and will acknowledge at the time of the plea of guilty to the offense stated above that she had access to the classified national defense information that she passed to the foreign national because of the position of trust afforded her as a U.S. government security clearance holder.

The parties agree that the following Sentencing Guidelines sections apply:

U.S.S.G. § 2M3.1	Base Offense Level - Transmitting NDI	[37]
U.S.S.G. § 3A1.4	Terrorism Enhancement	[12]
U.S.S.G. § 3B1.3	Abuse of Position of Trust	[02]
	Total	51

## **2. Acceptance of Responsibility**

The Government agrees that a 2-level reduction will be appropriate, pursuant to U.S.S.G. § 3E1.1, provided that your client clearly demonstrates acceptance of responsibility, to the satisfaction of the Government, through your client's allocation, adherence to every provision of this Agreement, and conduct between entry of the plea and imposition of sentence. Furthermore, assuming your client has accepted responsibility as described in the previous sentence, the Government agrees that an additional 1-level reduction will be appropriate, pursuant to U.S.S.G. § 3E1.1(b), because your client has assisted authorities by providing timely notice of your client's 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.

Nothing in this Agreement limits the right of the Government to seek denial of the adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1, and/or imposition of an adjustment for obstruction of justice, pursuant to U.S.S.G. § 3C1.1, regardless of any agreement set forth above, should your client move to withdraw your client's guilty plea after it is entered, or should it be determined by the Government that your client has either (a) engaged in conduct, unknown to the Government at the time of the signing of this Agreement, that constitutes obstruction of justice, or (b) engaged in additional criminal conduct after signing this Agreement.

In accordance with the above, the Estimated Offense Level will be at least 48, however, the maximum Offense Level pursuant to the Guidelines is 43.

## **3. Estimated Criminal History Category**

Based upon the information now available to this Office (including the representations by the defense), your client has no criminal convictions.

Accordingly, your client is estimated to have 0 criminal history points. By operation of U.S.S.G. § 3A1.4, your client's Criminal History Category is VI. Your client acknowledges that after the pre-sentence investigation by the United States Probation Office, a different conclusion regarding your client's criminal convictions and/or criminal history points may be reached and your client's criminal history points may increase or decrease.

## **4. Estimated Guidelines Range**

Based upon the Estimated Offense Level and the Estimated Criminal History Category set forth above, your client's estimated Sentencing Guidelines range is life (the "Estimated Guidelines

Range”). In addition, the parties agree that, pursuant to U.S.S.G. § 5E1.2, should the Court impose a fine, at Guidelines level 43, the estimated applicable fine range is \$50,000 to \$500,000. Your client reserves the right to ask the Court not to impose any applicable fine.

The parties agree that, solely for the purposes of calculating the applicable range under the Sentencing Guidelines, neither a downward nor upward departure from the Estimated Guidelines Range set forth above is warranted. Except as provided for in the “Reservation of Allocution” section below, the parties also agree that neither party will seek any offense-level calculation different from the Estimated Offense Level calculated above in subsection A.

Your client understands and acknowledges that the Estimated Guidelines Range calculated above is not binding on the Probation Office or the Court. Should the Court or Probation Office determine that a guidelines range different from the Estimated Guidelines Range is applicable, that will not be a basis for withdrawal or rescission of this Agreement by either party.

Your client understands and acknowledges that the terms of this section apply only to conduct that occurred before the execution of this Agreement. Should your client commit any conduct after the execution of this Agreement that would form the basis for an increase in your client’s base offense level or justify an upward departure (examples of which include, but are not limited to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while pending sentencing, and false statements to law enforcement agents, the probation officer, or the Court), the Government is free under this Agreement to seek an increase in the base offense level based on that post-agreement conduct.

#### **E. Agreement as to Sentencing Allocution**

The parties further agree that a sentence within the Estimated Guidelines Range would constitute a reasonable sentence in light of all of the factors set forth in 18 U.S.C. § 3553(a), should such a sentence be subject to appellate review notwithstanding the appeal waiver provided below. Nevertheless, your client reserves the right to seek a sentence below the Estimated Guidelines Range based upon factors to be considered in imposing a sentence pursuant to 18 U.S.C. § 3553(a).

#### **F. Reservation of Allocution**

The Government and your client reserve the right to describe fully, both orally and in writing, to the sentencing judge, the nature and seriousness of your client’s misconduct, including any misconduct not described in the charges to which your client is pleading guilty, to inform the presentence report writer and the Court of any relevant facts, to dispute any factual inaccuracies in the presentence report, and to contest any matters not provided for in this Agreement. The parties also reserve the right to address the correctness of any Sentencing Guidelines calculations determined by the presentence report writer or the court, even if those calculations differ from the Estimated Guidelines Range calculated herein. In the event that the Court or the presentence report writer considers any Sentencing Guidelines adjustments, departures, or calculations different from those agreed to and/or estimated in this Agreement, or contemplates a sentence outside the Guidelines range based upon the general sentencing factors listed in 18 U.S.C. § 3553(a), the parties reserve the right to answer any related inquiries from the Court or the presentence report

writer and to allocute for a sentence within the Guidelines range, as ultimately determined by the Court, even if the Guidelines range ultimately determined by the Court is different from the Estimated Guidelines Range calculated herein.

In addition, if in this Agreement the parties have agreed to recommend or refrain from recommending to the Court a particular resolution of any sentencing issue, the parties reserve the right to full allocution in any post-sentence litigation. The parties retain the full right of allocution in connection with any post-sentence motion which may be filed in this matter and/or any proceeding(s) before the Bureau of Prisons. In addition, your client acknowledges that the Government is not obligated and does not intend to file any post-sentence downward departure motion in this case pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure.

#### **G. Court Not Bound by this Agreement or the Sentencing Guidelines**

Your client understands that the sentence in this case will be imposed in accordance with 18 U.S.C. § 3553(a), upon consideration of the Sentencing Guidelines. Your client further understands that the sentence to be imposed is a matter solely within the discretion of the Court. Your client acknowledges that the Court is not obligated to follow any recommendation of the Government at the time of sentencing. Your client understands that neither the Government's recommendation nor the Sentencing Guidelines are binding on the Court.

Your client acknowledges that your client's entry of a guilty plea to the charged offense authorizes the Court to impose any sentence, up to and including the statutory maximum sentence, which may be greater than the applicable Guidelines range. The Government cannot, and does not, make any promise or representation as to what sentence your client will receive. Moreover, it is understood that your client will have no right to withdraw your client's plea of guilty should the Court impose a sentence that is outside the Guidelines range or if the Court does not follow the Government's sentencing recommendation. The Government and your client will be bound by this Agreement, regardless of the sentence imposed by the Court. Any effort by your client to withdraw the guilty plea because of the length of the sentence shall constitute a breach of this Agreement.

#### **H. Conditions of Release**

Your client acknowledges that, because your client is pleading guilty to an offense described in subparagraph (A), (B), or (C) of 18 U.S.C. § 3142(f)(1), the Court is required to order your client to be detained pending sentencing pursuant to 18 U.S.C. § 3143(a)(2).

#### **I. Waivers**

##### **1. Trial Rights**

Your client understands that by pleading guilty in this case your client agrees to waive certain rights afforded by the Constitution of the United States and/or by statute or rule. Your client agrees to forego the right to any further discovery or disclosures of information not already provided at the time of the entry of your client's guilty plea. Your client also agrees to waive, among other rights, the right to plead not guilty, and the right to a jury trial. If there were a jury

trial, your client would have the right to be represented by counsel, to confront and cross-examine witnesses against your client, to challenge the admissibility of evidence offered against your client, to compel witnesses to appear for the purpose of testifying and presenting other evidence on your client's behalf, and to choose whether to testify. If there were a jury trial and your client chose not to testify at that trial, your client would have the right to have the jury instructed that your client's failure to testify could not be held against your client. Your client would further have the right to have the jury instructed that your client is presumed innocent until proven guilty, and that the burden would be on the United States to prove your client's guilt beyond a reasonable doubt. If your client were found guilty after a trial, your client would have the right to appeal your client's conviction. Your client understands that the Fifth Amendment to the Constitution of the United States protects your client from the use of self-incriminating statements in a criminal prosecution. By entering a plea of guilty, your client knowingly and voluntarily waives or gives up your client's right against self-incrimination.

Your client acknowledges discussing with you Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence, which ordinarily limit the admissibility of statements made by a defendant in the course of plea discussions or plea proceedings if a guilty plea is later withdrawn. Your client knowingly and voluntarily waives the rights that arise under these rules in the event your client withdraws your client's guilty plea or withdraws from this Agreement after signing it.

Your client also agrees to waive all constitutional and statutory rights to a speedy sentence and agrees that the plea of guilty pursuant to this Agreement will be entered at a time decided upon by the parties with the concurrence of the Court. Your client understands that the date for sentencing will be set by the Court

## **2. Appeal Rights**

Your client agrees to waive, insofar as such waiver is permitted by law, the right to appeal the conviction in this case on any basis, including but not limited to claim(s) that (1) the statute(s) to which your client is pleading guilty is unconstitutional, and (2) the admitted conduct does not fall within the scope of the statute(s). Your client understands that federal law, specifically 18 U.S.C. § 3742, affords defendants the right to appeal their sentences in certain circumstances. Your client also agrees to waive the right to appeal the sentence in this case, including but not limited to any term of imprisonment, fine, forfeiture, award of restitution, term or condition of supervised release, authority of the Court to set conditions of release, and the manner in which the sentence was determined, except to the extent the Court sentences your client above the statutory maximum or guidelines range determined by the Court. In agreeing to this waiver, your client is aware that your client's sentence has yet to be determined by the Court. Realizing the uncertainty in estimating what sentence the Court ultimately will impose, your client knowingly and willingly waives your client's right to appeal the sentence, to the extent noted above, in exchange for the concessions made by the Government in this Agreement. Notwithstanding the above agreement to waive the right to appeal the conviction and sentence, your client retains the right to appeal on the basis of ineffective assistance of counsel, but not to raise on appeal other issues regarding the conviction or sentence.

### 3. Collateral Attack

Your client also waives any right to challenge the conviction entered or sentence imposed under this Agreement or otherwise attempt to modify or change the sentence or the manner in which it was determined in any collateral attack, including, but not limited to, a motion brought under 28 U.S.C. § 2255 or Federal Rule of Civil Procedure 60(b), except to the extent such a motion is based on newly discovered evidence or on a claim that your client received ineffective assistance of counsel. Your client reserves the right to file a motion brought under 18 U.S.C. § 3582(c)(2), but agrees to waive the right to appeal the denial of such a motion.

#### I. Use of Self-Incriminating Information

The Government and your client agree, in accordance with U.S.S.G. § 1B1.8, that the Government will be free to use against your client for any purpose at the sentencing in this case or in any related criminal or civil proceedings, any self-incriminating information provided by your client pursuant to this Agreement or during the course of debriefings conducted in anticipation of this Agreement, regardless of whether those debriefings were previously covered by an “off the record” agreement by the parties.

#### J. Forfeiture

Your client agrees to forfeit all property acquired from or traceable to the offense and all property that was used to facilitate her offense, including, but not limited to, the following specific property:

Samsung SM-N920C (32GB) – IMEI: 3580 2307 0090 345, S/N: RF8H22AX8KD

Apple iPhone 7 Plus (A1784) – FCCID: BCG-E3092A, IC: 579C-E3092A

Your client agrees that all such property may be forfeited in either an administrative, civil and/or criminal judicial proceeding. Your client further agrees that she will not make a claim to the property or otherwise oppose forfeiture in any such proceedings, and will not help anyone else do so. If she has already made such a claim, she hereby withdraws it. Your client also agrees that she will sign any necessary documents to ensure that clear title to the forfeited assets passes to the United States, and that she will testify truthfully in any judicial forfeiture proceeding.

You client hereby waives any claims she may have against the United States regarding the seizure and forfeiture of the property covered by this agreement.

Your client further hereby waives the requirements regarding notice of the forfeiture in the charging instrument, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

Finally, your client hereby waives any constitutional or statutory challenges to the forfeiture covered by this agreement, including that the forfeiture is an excessive fine or punishment.

K. **Breach of Agreement**

Your client understands and agrees that, if after entering this Agreement, your client fails specifically to perform or to fulfill completely each and every one of your client's obligations under this Agreement, or engages in any criminal activity prior to sentencing, your client will have breached this Agreement. In the event of such a breach: (a) the Government will be free from its obligations under this Agreement; (b) your client will not have the right to withdraw the guilty plea; (c) your client will be fully subject to criminal prosecution for any other crimes, including perjury and obstruction of justice; and (d) the Government will be free to use against your client, directly and indirectly, in any criminal or civil proceeding, all statements made by your client and any of the information or materials provided by your client, including such statements, information and materials provided pursuant to this Agreement or during the course of any debriefings conducted in anticipation of, or after entry of, this Agreement, whether or not the debriefings were previously characterized as "off-the-record" debriefings, and including your client's statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

Your client understands and agrees that the Government shall be required to prove a breach of this Agreement only by a preponderance of the evidence, except where such breach is based on a violation of federal, state, or local criminal law, which the Government need prove only by probable cause in order to establish a breach of this Agreement.

Nothing in this Agreement shall be construed to permit your client to commit perjury, to make false statements or declarations, to obstruct justice, or to protect your client from prosecution for any crimes not included within this Agreement or committed by your client after the execution of this Agreement. Your client understands and agrees that the Government reserves the right to prosecute your client for any such offenses. Your client further understands that any perjury, false statements or declarations, or obstruction of justice relating to your client's obligations under this Agreement shall constitute a breach of this Agreement. In the event of such a breach, your client will not be allowed to withdraw your client's guilty plea.

L. **Complete Agreement**

No agreements, promises, understandings, or representations have been made by the parties or their counsel other than those contained in writing herein, nor will any such agreements, promises, understandings, or representations be made unless committed to writing and signed by your client, defense counsel, and an Assistant United States Attorney for the District of Columbia.

Your client further understands that this Agreement is binding only upon the Criminal and Superior Court Divisions of the United States Attorney's Office for the District of Columbia. This Agreement does not bind the Civil Division of this Office or any other United States Attorney's Office, nor does it bind any other state, local, or federal prosecutor. It also does not bar or compromise any civil, tax, or administrative claim pending or that may be made against your client.

If the foregoing terms and conditions are satisfactory, your client may so indicate by signing this Agreement and the Statement of Offense, and returning both to me no later than **[date]**.



Sincerely yours,

/s/ Michael R. Sherwin  
Michael R. Sherwin  
Acting United States Attorney

By: /s/ John Cummings  
John Cummings  
Assistant United States Attorney

/s/ Jennifer Kennedy Gellie  
Jennifer Kennedy Gellie  
Trial Attorney  
National Security Division  
Counterintelligence & Export Control  
Section  
United States Department of Justice

DEFENDANT'S ACCEPTANCE

I have read every page of this Agreement and have discussed it with my attorney, David Benowitz, Esq. I fully understand this Agreement and agree to it without reservation. I do this voluntarily and of my own free will, intending to be legally bound. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this Agreement fully. I am pleading guilty because I am in fact guilty of the offense(s) identified in this Agreement.

I reaffirm that absolutely no promises, agreements, understandings, or conditions have been made or entered into in connection with my decision to plead guilty except those set forth in this Agreement. I am satisfied with the legal services provided by my attorney in connection with this Agreement and matters related to it.

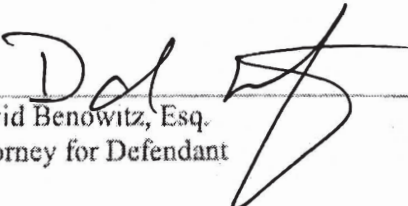
Date: 1-29-2021

  
\_\_\_\_\_  
Mariam Taha Thompson  
Defendant

ATTORNEY'S ACKNOWLEDGMENT

I have read every page of this Agreement, reviewed this Agreement with my client, Mariam Taha Thompson, and fully discussed the provisions of this Agreement with my client. These pages accurately and completely set forth the entire Agreement. I concur in my client's desire to plead guilty as set forth in this Agreement.

Date: 1/29/2021

  
\_\_\_\_\_  
David Benowitz, Esq.  
Attorney for Defendant

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

<b>UNITED STATES OF AMERICA</b>	)	<b>CRIMINAL No. 20-CR-0067 (JDB)</b>
	)	
v.	)	<b>VIOLATION:</b>
	)	
<b>MARIAM TAHA THOMPSON,</b>	)	<b>18 U.S.C. § 794(A) Delivering National</b>
	)	<b>Defense Information to Representatives of</b>
<b>Defendant.</b>	)	<b>a Foreign Government.</b>
	)	

**STATEMENT OF OFFENSE IN SUPPORT OF PLEA OF GUILTY**

1. The defendant, MARIAM TAHA THOMPSON (“THOMPSON”) had been a contract linguist since the summer of 2006. Prior to her arrest in February of 2020, THOMPSON was assigned to a Special Operations Task Force facility in Iraq. THOMPSON was stationed at the facility in Iraq from mid-December 2019 until her arrest. During THOMPSON’s time at the facility in Iraq, THOMPSON held a TOP SECRET//Sensitive Compartmented Information (“TS//SCI”) U.S. government security clearance and was permitted access to national defense information classified up to the TOP SECRET//SCI level. To obtain this clearance, THOMPSON had to undergo a background investigation and to sign certain non-disclosure and user agreements outlining the potential consequences of mishandling classified national defense information.

2. As a result of her training and review of non-disclosure and user agreements, THOMPSON knew that classified information of any designation may be shared only with persons determined by an appropriate United States Government official to be eligible for access, and who possess a “need to know.” THOMPSON also understood that she was required to properly protect classified information by not disclosing such information to persons not entitled to receive it, by not unlawfully removing classified information from

authorized storage facilities, and by not storing classified information in unauthorized locations.

3. Based on her training and experience, THOMPSON knew that the unauthorized disclosure of SECRET information reasonably could be expected to cause serious damage to the national security of the United States. THOMPSON likewise knew that a violation of the rules governing the handling of classified information could result in criminal prosecution.

4. While stationed in Iraq, THOMPSON had access to detailed files regarding human assets who were working clandestinely on behalf of the United States. This national defense information was maintained on electronic devices classified at the SECRET level. THOMPSON understood that all of the information regarding these assets was national defense information classified at the SECRET level.

5. THOMPSON was born in Lebanon, but became a naturalized United States citizen in 1993. THOMPSON maintained contact with her family members in Lebanon and would occasionally visit Lebanon to see her family members. In 2017, a family member introduced THOMPSON to a Lebanese national (hereinafter “the unindicted coconspirator”). This introduction was made through social media. THOMPSON believed that the unindicted coconspirator was a wealthy and well-connected Lebanese national. Although THOMPSON never met the unindicted coconspirator in person, the unindicted coconspirator expressed an interest in marrying THOMPSON and having her move to Lebanon. THOMPSON eventually decided that she would marry the unindicted coconspirator after retiring.

6. Between 2017 and February 2020, THOMPSON and the unindicted coconspirator communicated with each other using the video-chat feature on a secure text and voice messaging application (hereinafter “the application”). THOMPSON and the unindicted coconspirator would often speak several times a day using the application. Through these

conversations, THOMPSON learned that the unindicted coconspirator had a nephew who was a member of the Lebanese Ministry of the Interior. Thompson also learned that the unindicted coconspirator was a Shia Muslim and that he claimed to have contact with members of Lebanese Hizballah. During one conversation, the unindicted coconspirator told THOMPSON that he had received a ring from Hassan Nasrallah, the secretary-general of Lebanese Hizballah. The unindicted coconspirator knew that THOMPSON was a military linguist for the United States government, but THOMPSON believes he did not know where she was stationed, and she never told him where she was stationed. Prior to January of 2020, the unindicted coconspirator did not ask THOMPSON to provide classified information to him.

7. Starting on or about December 29, 2019, the United States launched U.S. airstrikes against Kata'ib Hizballah, an Iranian-backed force in Iraq that has been designated as a foreign terrorist organization since 2009. On or about January 3, 2020, one of these strikes killed Iranian Revolutionary Guard Corps ("IRGC") Quds Force commander Qasem Suleimani and Iraqi militia leader Abu Mahdi al-Muhandis, founder of Kata'ib Hizballah.

8. Following Suleimani's death, the unindicted coconspirator contacted THOMPSON. The unindicted coconspirator was very emotional and upset about the U.S. airstrikes, especially the death of Suleimani, and he started to ask THOMPSON to provide "them" with information about the human assets that had helped the United States to target Suleimani. Based on her conversations with the unindicted coconspirator, THOMPSON understood "them" to be Lebanese Hizballah, including an unnamed high-ranking military commander of Lebanese Hizballah. The unindicted coconspirator told her to either access the information or ask other linguists for the information if THOMPSON herself did not have the requisite access. THOMPSON voluntarily decided to provide classified national defense

information of interest to the unindicted coconspirator and Lebanese Hizballah, believing that if she did not, their relationship would come to an end, and the unindicted coconspirator would not marry her.

9. Beginning in early January 2020, THOMPSON began to access networked Department of Defense systems accredited to process and store national defense information regarding human assets classified up to the SECRET level. THOMPSON accessed information regarding human assets that THOMPSON knew she did not have a legitimate need to access or know.

10. Initially, THOMPSON would view the national defense information classified at the SECRET level regarding the human assets, about which she had no need to know, and would commit the information to her memory as well as take notes on post-it notes. THOMPSON would then return to her living quarters where she would transfer the national defense information to more detailed handwritten notes. THOMPSON would then transmit the notes containing the national defense information she knew to be classified at the SECRET level regarding the human assets to the unindicted coconspirator using the video-chat feature of the application. The unindicted coconspirator would capture the information by taking a screenshot of their video chat.

11. The unindicted coconspirator would regularly praise THOMPSON for passing to him and his contacts the classified national defense information regarding the human assets. The unindicted coconspirator told THOMPSON that his contacts were pleased with the information that she had provided, and that he would introduce THOMPSON to the unnamed Lebanese Hizballah military commander when she came to Lebanon.

12. After receiving several transmissions of the handwritten notes from THOMPSON, which contained national defense information classified at the SECRET level, the unindicted coconspirator requested more detailed information. THOMPSON then changed her methodology of gathering national defense information classified at the SECRET level to transfer to the unindicted coconspirator. THOMPSON began to create her own intelligence reports on human assets by accessing different classified files, stored in different system locations, regarding the human assets. THOMPSON did not have a need to know the majority of the national defense information she accessed from the different locations on the classified government systems. THOMPSON would cut and paste information and images from these different documents and locations into a single Word document, and then THOMPSON would use her cellular phone to take a picture of the detailed information regarding the human asset. THOMPSON would close the Word document containing her custom-made intelligence report, without saving the Word document, so that no record of it would remain on the classified government system. THOMPSON would then send this image of the intelligence report she had created to the unindicted coconspirator using the application. THOMPSON would also use her cellular phone to take pictures of incoming messages from the human assets, and would transmit those images to the unindicted coconspirator during their conversations on the application.

13. Using the techniques described above, THOMPSON transmitted to the unindicted coconspirator national defense information classified at the SECRET level including true names, personal identification data, background information, and photographs of the human sources, as well as operations cables detailing information the human sources provided to the United States government. THOMPSON understood that the information she transmitted

to the unindicted coconspirator regarding human assets was national defense information classified at the SECRET level.

14. In addition to gathering classified national defense information regarding human assets who were cooperating with the United States, THOMPSON used the same techniques described above to identify priority United States targets. Once again, THOMPSON did not have a need to know this information. THOMPSON sent this information to the unindicted coconspirator along with both explicit and implicit warnings to U.S. targets. THOMPSON understood that the information that she transmitted to the unindicted coconspirator regarding the U.S. targets was national defense information classified at the SECRET level.

15. Finally, THOMPSON used the same methods described above to gather and pass to the unindicted coconspirator national defense information classified at the SECRET level regarding the tactics, techniques, and procedures (“TTPs”) that the human assets were using to gather information on behalf of the United States. THOMPSON understood that by passing the TTPs information to the unindicted coconspirator, Lebanese Hizballah, Kata’ib Hizballah, and others could use the information regarding the TTPs to identify human assets who were working with the United States.

16. THOMPSON had reason to believe that the national defense information classified at the SECRET level that she was providing to the unindicted coconspirator regarding human assets, U.S. targets, and TTPs was being passed on to Lebanese Hizballah. On October 8, 1997, the United States Secretary of State designated Hizballah as a Foreign Terrorist Organization (“FTO”) under Section 219 of the Immigration and Nationality Act (“INA”). The designation included the following aliases: Party of God, Islamic Jihad, Islamic Jihad Organization, Revolutionary Justice Organization, Organization of the Oppressed on Earth, Islamic Jihad for the Liberation of Palestine, Organization of Right Against Wrong, Ansar



Allah, and Followers of the Prophet Muhammad. On May 16, 2017, the Secretary of State amended the designation of Hizballah to include the following aliases: Lebanese Hizballah, also known as Lebanese Hezbollah, also known as LH; Foreign Relations Department, also known as FRD; and External Security Organization, also known as ESO, also known as Foreign Action Unit, also known as Hizballah ESO, also known as Hizballah International, also known as Special Operations Branch, also known as External Services Organization, also known as External Security Organization of Hizballah. To date, Hizballah remains a designated FTO. Based on her training and work experience, at the time of her passage of classified national defense information to the unindicted coconspirator, THOMPSON understood that Lebanese Hizballah was a designated foreign terrorist organization.

17. During the course of the conduct described above, THOMPSON passed to the unindicted coconspirator, with the belief that the information would be provided to Lebanese Hizballah, information regarding at least eight clandestine human assets; at least 10 U.S. targets; and multiple TTPs. THOMPSON intended and had reason to believe that this classified national defense information would be used to the injury of the United States and to the advantage of Lebanese Hizballah.

18. An original classification authority (“OCA”) from the United States Central Command (“CENTCOM”) has confirmed that the information THOMPSON provided to the unindicted coconspirator regarding human assets, targets, and TTPs is national defense information properly classified at the SECRET level both presently and at the time of THOMPSON’s passage of the national defense information to the unindicted coconspirator.

**DEFENDANT'S ACKNOWLEDGMENT**

I have read this Statement of Offense, understand it, and agree that it is true and accurate. While it is not a complete recitation of all that I did or all that I know, it represents some of my conduct and some of my knowledge concerning my own involvement in illegal activity. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this factual proffer fully.


3-22-2021  
Date

  
MARIAM TAHA THOMPSON

**ATTORNEY'S ACKNOWLEDGMENT**

I have read each of the pages constituting this Statement of Offense, reviewed them with my client, and discussed it with my client.

3/23/21  
Date

  
DAVID BENOWITZ, ESQ.