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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY \_\_\_\_\_

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12 Attorneys for Plaintiff  
UNITED STATES OF AMERICA

13 UNITED STATES DISTRICT COURT

14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,

16 Plaintiff,

17 v.

18 IMAAD SHAH ZUBERI,

19 Defendant.

20 NO. CR

21 PLEA AGREEMENT

19CR00642-VAP

22 1. This constitutes the plea agreement between Imaad Shah  
23 Zuberi ("defendant") and the United States Attorney's Office for the  
24 Central District of California (the "USAO") in the above-captioned  
25 case. This agreement is limited to the USAO and cannot bind any  
26 other federal, state, local, or foreign prosecuting, enforcement,  
27 administrative, or regulatory authorities.  
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1 c. Not file any claim for refund of taxes, penalties, or  
2 interest for amounts attributable to the returns filed in connection  
3 with this plea agreement.

4 d. Give up any and all objections that could be asserted  
5 to the Examination Division of the IRS receiving materials or  
6 information obtained during the criminal investigation of this  
7 matter, including materials and information obtained through grand  
8 jury subpoenas.

9 e. Allow all funds posted as bond in this matter to be  
10 applied by the Court to pay, in order of application, the tax  
11 deficiencies, fraud penalties, and statutory interest obligations  
12 acknowledged in the Closing Agreements, special assessments, criminal  
13 fines, and costs that defendant is required to pay, and execute  
14 papers as necessary to accomplish this application.

15 FARA COMPLIANCE

16 4. Defendant agrees to satisfy any and all obligations under  
17 FARA prior to sentencing, including registering for any and all  
18 activity, past or present, that requires registration under FARA and  
19 amending any deficiencies in existing FARA filings.

20 THE USAO'S OBLIGATIONS

21 5. The USAO agrees to:

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

23 b. Abide by all agreements regarding sentencing contained  
24 in this agreement.

25 c. Provided that defendant demonstrates an acceptance of  
26 responsibility for the charged offenses as defined in U.S.S.G.  
27 § 1B1.1, including as further explained in its application notes and

1 in particular Note 1(A), recommend a two-level reduction in the  
2 applicable Sentencing Guidelines offense level, pursuant to U.S.S.G.  
3 § 3E1.1, and, if necessary, move for an additional one-level  
4 reduction if available under that section.

5 d. Not criminally prosecute defendant for (i) wire fraud  
6 or mail fraud during the period 2012 through 2016 arising out of  
7 defendant's conduct as described in the agreed-to factual basis or in  
8 the information filed in this matter, (ii) Foreign Bank and Financial  
9 Account Report ("FBAR") violations for the tax years 2012 through  
10 2016, (iii) money laundering, and (iv) obstruction of justice.  
11 Defendant disputes that he committed any such crimes but understands  
12 that the USAO is free to argue, and that the Court may consider, the  
13 aforementioned allegations and any other uncharged conduct in  
14 determining applicable Sentencing Guidelines enhancements, the  
15 Sentencing Guideline range, the propriety and extent of any departure  
16 from that range, and the sentence to be imposed after consideration  
17 of the Sentencing Guidelines and all other relevant factors under 18  
18 U.S.C. § 3553(a).

19 e. Not criminally prosecute defendant's spouse for any  
20 criminal offense related to (i) her 2012 individual tax return, (ii)  
21 the tax returns she co-signed with defendant for the 2013, 2014, and  
22 2015 calendar years, and (iii) any of the offenses recited in  
23 paragraph 5(d) above. Defendant disputes that his spouse committed  
24 any such offenses. Defendant acknowledges that he has discussed with  
25 his attorney and carefully considered the possible advantages and  
26 disadvantages to defendant of entering into this Agreement which  
27 includes a package deal, that is, a non-prosecution agreement with  
28

1 respect to defendant's spouse. Defendant acknowledges that he is  
2 entering into this Agreement as part of the package deal freely and  
3 voluntarily because defendant believes this Agreement and the package  
4 deal to be in defendant's best interests. Defendant acknowledges  
5 that he is not entering into this Agreement as part of the package  
6 deal because of threats, coercion, or other undue influence by the  
7 USAO, his spouse, their counsel, anyone acting on their behalf, or  
8 anyone else.

9 f. Defendant understands that the USAO is free to  
10 criminally prosecute defendant for any other unlawful past conduct or  
11 any unlawful conduct that occurs after the date of this agreement.

12 NATURE OF THE OFFENSE

13 6. Defendant understands that for defendant to be guilty of  
14 the crime charged in count one, that is, FARA offenses in violation  
15 of 22 U.S.C. §§ 612, and 618(a)(2), the following must be true:

16 a. Defendant acted in the United States as an agent of a  
17 foreign government or foreign national;

18 b. Defendant was required to file a registration  
19 statement with the U.S. Attorney General within ten days of becoming  
20 such an agent;

21 c. Defendant either filed, or caused to be filed, a  
22 registration statement, knowing that the statement contained  
23 materially false information, omitted a material fact required to be  
24 stated in the registration statement, or withheld material facts or  
25 documents necessary to make the statement not misleading; and

26 d. Defendant acted willfully.



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

3 10. Defendant understands that the statutory maximum sentence  
4 that the Court can impose for a violation of Title 26, United States  
5 Code, Section 7201, is: five-years imprisonment; a three-year period  
6 of supervised release; a fine of \$250,000 or twice the gross gain or  
7 gross loss resulting from the offense, whichever is greatest; and a  
8 mandatory special assessment of \$100.

9 11. Defendant understands that the statutory maximum sentence  
10 that the Court can impose for a violation of Title 52, United States  
11 Code, Sections 30116, 30118, 30121, 30122, and 30109(d)(1) is: five-  
12 years imprisonment; a three-year period of supervised release; a fine  
13 of \$250,000 or twice the gross gain or gross loss resulting from the  
14 offense, whichever is greatest; and a mandatory special assessment of  
15 \$100.

16 12. Defendant understands, therefore, that the total maximum  
17 sentence for all offenses to which defendant is pleading guilty is:  
18 15-years imprisonment; a three-year period of supervised release; a  
19 fine of \$750,000 or twice the gross gain or gross loss resulting from  
20 the offenses, whichever is greatest; and a mandatory special  
21 assessment of \$300.

22 13. Defendant understands and agrees that the Court: (a) may  
23 order defendant to pay restitution in the form of any additional  
24 taxes, interest, and penalties that defendant owes to the United  
25 States based upon the count of conviction and any relevant conduct;  
26 and (b) must order defendant to pay the costs of prosecution, which  
27 may be in addition to the statutory maximum fine stated above.







1 and agree that this statement of facts is sufficient to support a  
2 plea of guilty to the charges described in this agreement and to  
3 establish the Sentencing Guidelines factors set forth in paragraph 20  
4 below but is not meant to be a complete recitation of all facts  
5 relevant to the underlying criminal conduct or all facts known to  
6 either party that relate to that conduct.

7 SENTENCING FACTORS

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

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

22 Tax

23 Base level (loss \$3.5m - \$9.5m) = 24 [U.S.S.G §2T1.1(a)(1); 2T4.1]

24 FECA

25 Base offense level = 8 [U.S.S.G. §2C1.8(a)]  
26 Value (\$250,000 - \$1,500,000) +12 or 14 [U.S.S.G. §2C1.8(b)(1)]  
27 Number of transactions (>30) +2 [U.S.S.G. §2C1.8(b)(4)]

1           FARA

2           The defendant and the USAO agree that the Sentencing Guidelines  
3 do not contain a guideline for a FARA violation, but call for the use  
4 of the most analogous guideline. U.S.S.G. §§ 2B1.2(a) and 2X5.1.  
5 Under the facts of this case, the parties agree that there is no  
6 sufficiently analogous guideline. Thus, the 3553 factors shall  
7 control, except that any guidelines and policy statement that can be  
8 applied meaningfully shall remain applicable. U.S.S.G. § 2X5.1.

9           21. Defendant and the USAO agree that the FECA and tax fraud  
10 offenses do not group for purposes of U.S.S.G § 3D1.2(d).

11           22. Defendant understands that the USAO reserves the right to  
12 argue that the following additional specific offense characteristics,  
13 adjustments, and departures under the Sentencing Guidelines are  
14 appropriate:

15           a. unreported income derived from criminal activity  
16 exceeding \$10,000 pursuant to U.S.S.G § 2T1.1(b)(1);

17           b. tax offense involving sophisticated means pursuant to  
18 U.S.S.G § 2T1.1(b)(2);

19           c. aggregate amount of FECA violations pursuant to  
20 U.S.S.G § 2C1.8(b)(1);

21           d. foreign sourced FECA contributions pursuant to U.S.S.G  
22 § 2C1.8(b)(2); and

23           e. obstruction or impeding the administration of justice  
24 pursuant to U.S.S.G § 3C1.1.

25           Subject to paragraph 36 below, defendant and the USAO agree not to  
26 seek, argue, or suggest in any way, either orally or in writing, that  
27 any other specific offense characteristics, adjustments, or  
28 departures relating to the offense level be imposed.



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

4 WAIVER OF STATUTE OF LIMITATIONS

5 25. Having been fully advised by defendant's attorney regarding  
6 application of the statute of limitations to the offenses to which  
7 defendant is pleading guilty, defendant hereby knowingly,  
8 voluntarily, and intelligently waives, relinquishes, and gives up:  
9 (a) any right that defendant might have not to be prosecuted for the  
10 offenses to which defendant is pleading guilty because of the  
11 expiration of the statute of limitations for those offenses prior to  
12 the filing of the information alleging those offenses; and (b) any  
13 defense, claim, or argument defendant could raise or assert that  
14 prosecution of the offenses to which defendant is pleading guilty is  
15 barred by the expiration of the applicable statute of limitations,  
16 pre-indictment delay, or any speedy trial violation.

17 WAIVER OF VENUE

18 26. Having been fully advised by defendant's attorney regarding  
19 the requirements of venue with respect to the offenses to which  
20 defendant is pleading guilty, to the extent the offenses to which  
21 defendant is pleading guilty were committed, begun, or completed  
22 outside the Central District of California, defendant knowingly,  
23 voluntarily, and intelligently waives, relinquishes, and gives up:  
24 (a) any right that defendant might have to be prosecuted only in the  
25 district where the offenses to which defendant is pleading guilty  
26 were committed, begun, or completed; and (b) any defense, claim, or

1 argument defendant could raise or assert based upon lack of venue  
2 with respect to the offenses to which defendant is pleading guilty.

3 WAIVER OF APPEAL OF CONVICTION

4 27. Defendant understands that, with the exception of an appeal  
5 based on a claim that defendant's guilty plea was involuntary, by  
6 pleading guilty, defendant is waiving and giving up any right to  
7 appeal defendant's convictions on the offenses to which defendant is  
8 pleading guilty. Defendant understands that this waiver includes any  
9 and all claims that the statement of facts provided herein is  
10 insufficient to support defendant's plea of guilty.

11 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

12 28. Defendant agrees that, provided the Court imposes a total  
13 term of imprisonment on all counts of conviction within or below the  
14 range corresponding to an offense level of 32 and the criminal  
15 history category calculated by the Court, defendant gives up the  
16 right to appeal all of the following: (a) the procedures and  
17 calculations used to determine and impose any portion of the  
18 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
19 fine imposed by the court, provided it is within the statutory  
20 maximum; (d) to the extent permitted by law, the constitutionality or  
21 legality of defendant's sentence, provided it is within the statutory  
22 maximum; (e) the term of probation or supervised release imposed by  
23 the Court, provided it is within the statutory maximum; and (f) any  
24 of the following conditions of probation or supervised release  
25 imposed by the Court: the conditions set forth in General Order 18-10  
26 of this Court; the drug testing conditions mandated by 18 U.S.C.

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

3 29. The USAO agrees that, provided that the Court imposes a  
4 term of imprisonment within the statutory maximum, to give up its  
5 right to appeal any portion of the sentence, with the exception that  
6 the USAO reserves the right to appeal the amount of restitution  
7 ordered.

8 RESULT OF WITHDRAWAL OF GUILTY PLEA

9 30. Defendant agrees that if, after entering guilty pleas  
10 pursuant to this agreement, defendant seeks to withdraw and succeeds  
11 in withdrawing defendant's guilty pleas on any basis other than a  
12 claim and finding that entry into this plea agreement was  
13 involuntary, then (a) the USAO will be relieved of all of its  
14 obligations under this agreement; and (b) should the USAO choose to  
15 pursue any charge that was either dismissed or not filed as a result  
16 of this agreement, then (i) any applicable statute of limitations  
17 will be tolled between the date of defendant's signing of this  
18 agreement and the filing commencing any such action; and  
19 (ii) defendant waives and gives up all defenses based on the statute  
20 of limitations, any claim of pre-indictment delay, or any speedy  
21 trial claim with respect to any such action, except to the extent  
22 that such defenses existed as of the date of defendant's signing this  
23 agreement.

24 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

25 31. Defendant agrees that if any count of conviction is  
26 vacated, reversed, or set aside, the USAO may: (a) ask the Court to  
27 resentence defendant on any remaining count of conviction, with both



1 the USAO and defendant being released from any stipulations regarding  
2 sentencing contained in this agreement, (b) ask the Court to void the  
3 entire plea agreement and vacate defendant's guilty plea on any  
4 remaining count of conviction, with both the USAO and defendant being  
5 released from all their obligations under this agreement, or  
6 (c) leave defendant's remaining conviction, sentence, and plea  
7 agreement intact. Defendant agrees that the choice among these three  
8 options rests in the exclusive discretion of the USAO.

9 EFFECTIVE DATE OF AGREEMENT

10 32. This agreement is effective upon signature and execution of  
11 all required certifications by defendant, defendant's counsel, and an  
12 Assistant United States Attorney.

13 BREACH OF AGREEMENT

14 33. Defendant agrees that if defendant, at any time after the  
15 signature of this agreement and execution of all required  
16 certifications by defendant, defendant's counsel, and an Assistant  
17 United States Attorney, knowingly violates or fails to perform any of  
18 defendant's obligations under this agreement ("a breach"), the USAO  
19 may declare this agreement breached. All of defendant's obligations  
20 are material, a single breach of this agreement is sufficient for the  
21 USAO to declare a breach, and defendant shall not be deemed to have  
22 cured a breach without the express agreement of the USAO in writing.  
23 If the USAO declares this agreement breached, and the Court finds  
24 such a breach to have occurred, then: (a) if defendant has previously  
25 entered a guilty plea pursuant to this agreement, defendant will not  
26 be able to withdraw the guilty plea, and (b) the USAO will be  
27 relieved of all its obligations under this agreement.

1           34. Following the Court's finding of a knowing breach of this  
2 agreement by defendant, should the USAO choose to pursue any charge  
3 that was either dismissed or not filed as a result of this agreement,  
4 then:

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

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

13           c. Defendant agrees that: (i) any statements made by  
14 defendant, under oath, at the guilty plea hearing (if such a hearing  
15 occurred prior to the breach); (ii) the agreed to factual basis  
16 statement in this agreement; and (iii) any evidence derived from such  
17 statements, shall be admissible against defendant in any such action  
18 against defendant, and defendant waives and gives up any claim under  
19 the United States Constitution, any statute, Rule 410 of the Federal  
20 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
21 Procedure, or any other federal rule, that the statements or any  
22 evidence derived from the statements should be suppressed or are  
23 inadmissible.

24           COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25           OFFICE NOT PARTIES

26           35. Defendant understands that the Court and the United States  
27 Probation and Pretrial Services Office are not parties to this

1 agreement and need not accept any of the USAO's sentencing  
2 recommendations or the parties' agreements to facts or sentencing  
3 factors.

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

20 37. Defendant understands that even if the Court ignores any  
21 sentencing recommendation, finds facts or reaches conclusions  
22 different from those agreed to, and/or imposes any sentence up to the  
23 maximum established by statute, defendant cannot, for that reason,  
24 withdraw defendant's guilty pleas, and defendant will remain bound to  
25 fulfill all defendant's obligations under this agreement. Defendant  
26 understands that no one -- not the prosecutor, defendant's attorney,  
27 or the Court -- can make a binding prediction or promise regarding

1 the sentence defendant will receive, except that it will be within  
2 the statutory maximum.

3 NO ADDITIONAL AGREEMENTS

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

9 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

10 39. The parties agree that this agreement will be considered  
11 part of the record of defendant's guilty plea hearing as if the  
12 entire agreement had been read into the record of the proceeding.

13 AGREED AND ACCEPTED

14 UNITED STATES ATTORNEY'S OFFICE  
15 FOR THE CENTRAL DISTRICT OF  
16 CALIFORNIA


16 NICOLA T. MANNA  
17 United States Attorney

18   
19 DANIEL J. O'BRIEN  
20 Assistant United States Attorney

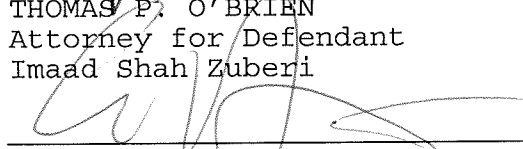
10/8/19  
Date

21   
22 IMAAD SHAH ZUBERI  
23 Defendant

10/6/2019  
Date

24   
25 THOMAS P. O'BRIEN  
26 Attorney for Defendant  
27 Imaad Shah Zuberi

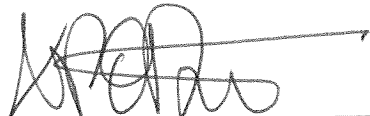
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28   
EVAN J. DAVIS  
Attorney for Defendant  
Imaad Shah Zuberi

10/6/19  
Date



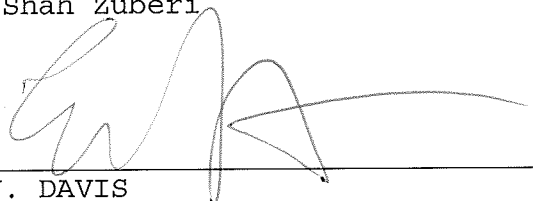
1 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
2 provisions, and of the consequences of entering into this agreement.  
3 To our knowledge: no promises, inducements, or representations of any  
4 kind have been made to our client other than those contained in this  
5 agreement;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

10 

11 \_\_\_\_\_  
12 THOMAS P. O'BRIEN  
13 Attorney for Defendant  
14 Imaad Shah Zuberi

10.7.19

\_\_\_\_\_  
Date

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16 EVAN J. DAVIS  
17 Attorney for Defendant  
18 Imaad Shah Zuberi

\_\_\_\_\_  
Date

EXHIBIT A

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
IMAAD SHAH ZUBERI,  
  
Defendant.

No. CR  
  
I N F O R M A T I O N  
  
[22 U.S.C. §§ 612, 618(a)(2):  
Violations of the Foreign Agents  
Registration Act; 26 U.S.C.  
§ 7201: Tax Evasion;  
52 U.S.C. §§ 30116, 30118, 30121,  
30122, 30109(d)(1): Foreign,  
Conduit, and Other Illegal  
Campaign Contributions]

The United States Attorney charges:

INTRODUCTORY ALLEGATIONS

A. Defendant's Political & Business Activities

1. From in or about 2010 through the present, defendant IMAAD  
SHAH ZUBERI operated an informal entity named Avenue Ventures, a  
venture capital firm. As part of his operation of Avenue Ventures,  
defendant ZUBERI told foreign nationals, representatives of foreign  
governments, and others that he could implement changes to United

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DOB

1 States foreign policy by wielding his influence in Washington, D.C.  
2 Defendant ZUBERI typically advertised these political policy changes  
3 as devices to construct profitable business and investment  
4 opportunities for his clients as well as himself.

5 2. Defendant ZUBERI and Avenue Ventures obtained funds from  
6 this business plan in multiple ways. Some of defendant ZUBERI's  
7 clients agreed to pay him consulting or retainer fees. Other clients  
8 agreed to transfer money to defendant ZUBERI to invest in specific  
9 business ventures for the benefit of these clients. Other clients  
10 agreed to transfer money to defendant ZUBERI to fund political  
11 campaign contributions in an effort to create business opportunities  
12 for themselves.

13 3. Defendant ZUBERI used a portion of these funds to donate  
14 contributions to the political campaigns of federal and state  
15 officials. Between on or about September 1, 2011 and on or about  
16 February 24, 2017, the day when defendant ZUBERI became aware of the  
17 U.S. Government's criminal investigation, defendant ZUBERI made over  
18 \$3,000,000 in contributions, in either his own name or that of his  
19 spouse, to various Democratic and Republican federal election  
20 campaigns, and Presidential Inauguration Committees. Between on or  
21 about September 1, 2011 and on or about November 7, 2016, defendant  
22 ZUBERI also "bundled" over a million dollars of contributions from  
23 various third parties as a fundraiser for campaigns for Presidential  
24 elections and several other candidates for elected office.

25 4. Through these political contributions, defendant ZUBERI  
26 obtained access to high-level United States officials. Defendant  
27 ZUBERI attempted to persuade these public officials to modify  
28 existing United States policies and take other actions on behalf of,



1 and favorable to, defendant ZUBERI's clients. In an effort to  
2 convince his clients of his ability to wield influence, defendant  
3 ZUBERI broadcast this access by distributing photographs of defendant  
4 ZUBERI meeting with high-ranking elected officials and describing  
5 conversations in which they purportedly discussed public policies of  
6 international importance.

7 5. Defendant ZUBERI used a portion of the funds from his  
8 business plan to hire lobbyists and public relations consultants who  
9 assisted his efforts to influence and transform public policy and  
10 opinion in the United States.

11 6. Defendant ZUBERI's campaign contributions, public relations  
12 work, and lobbying efforts generated marginal results. Some United  
13 States officials, however, were willing to adopt defendant ZUBERI's  
14 requested political positions or otherwise accommodate defendant  
15 ZUBERI's wishes.

16 7. Defendant ZUBERI's business ventures were largely  
17 unsuccessful for his clients. Indeed, most of defendant ZUBERI's  
18 clients suffered significant monetary losses stemming from their  
19 business associations with defendant ZUBERI. Many of the lobbyists,  
20 public relations consultants, and other subcontractors also suffered  
21 losses when defendant ZUBERI refused to pay them the agreed-upon fees  
22 for services they rendered.

23 8. In contrast to the losses suffered by his clients and  
24 subcontractors, defendant ZUBERI gained substantial wealth. This  
25 newfound wealth was almost entirely obtained as a result of (a)  
26 fraudulent representations concerning defendant ZUBERI's education,  
27 experience, family wealth, business, employees, investment successes,  
28 financial condition, political power, and the disposition of client

1 funds, and (b) the outright conversion of client money for defendant  
2 ZUBERI's own personal benefit.

3 B. The Foreign Agents Registration Act

4 9. The Foreign Agents Registration Act ("FARA") was, and is, a  
5 disclosure statute that requires any person acting as "an agent of a  
6 foreign principal" to register with the Attorney General of the  
7 United States in connection with certain types of activities, such as  
8 political or public relations efforts on behalf of the foreign  
9 principal. Such registrations are made to the U.S. Department of  
10 Justice, National Security Division's FARA Unit. It is a crime to  
11 knowingly and willfully fail to register, and to make false and  
12 misleading statements or material omissions in documents submitted to  
13 the FARA Unit under the law's provisions.

14 10. One purpose of FARA is to create transparency regarding the  
15 existence and extent of the relationship between individuals  
16 operating in the United States and their foreign principals. Proper  
17 registration under the statute allows the U.S. government and the  
18 American people to evaluate the statements and activities of  
19 individuals who are serving as agents of foreign principals. Among  
20 other things, a FARA registration reveals the identity of the foreign  
21 principal on whose behalf a registrant performs services, the type of  
22 services the registrant provides the foreign principal, the source  
23 and amount of compensation the registrant receives from the foreign  
24 principal, and political campaign contributions made by the  
25 registrant while the registrant was acting as an agent of the foreign  
26 principal. The Government of Sri Lanka, a country in South Asia,  
27 was, and is, a foreign principal under FARA.

1 C. The Federal Election Campaign Act

2 11. The Federal Election Campaign Act ("FECA") governed, and  
3 governs, contributions to candidates, their campaign committees, and  
4 political committees in United States elections.

5 12. FECA requires that federal candidates for public office  
6 designate a principal campaign committee to solicit, accept, and  
7 receive contributions and to make expenditures for the campaign.  
8 FECA also permits the establishment of other political committees,  
9 such as national party committees, state party committees, and  
10 political action committees, which can solicit, accept, and receive  
11 contributions and make expenditures for candidates and political  
12 parties.

13 13. FECA requires that each treasurer of a political committee  
14 that participates in federal elections file periodic reports to the  
15 Federal Election Commission ("FEC") identifying contributors by name,  
16 address, and occupation, and the contributions provided by those  
17 contributors by date and amount.

18 14. FECA prohibits:

19 a. Contributions from foreign nationals, meaning  
20 individuals who are neither citizens of the United States nor  
21 permanent residents of the United States, directly or through any  
22 other person, in connection with any federal, state, or local  
23 election or any presidential inaugural;

24 b. Contributions from foreign or domestic corporations,  
25 partnerships, associations, or organizations in connection with any  
26 federal election for federal office;

1 c. Conduit contributions, contributions in the name of  
2 another, or using one name to effect a contribution by another in  
3 connection with any federal election for federal office;

4 d. Contributions from any person (i) in excess of \$2,500  
5 during the 2012 election cycle, \$2,600 during the 2014 election  
6 cycle, and \$2,700 during the 2016 election cycle to any candidate's  
7 authorized political committee per federal election; (ii) in excess  
8 of \$30,800 during the 2012 election cycle, \$32,400 during the 2014  
9 election cycle, and \$33,400 during the 2016 election cycle per year  
10 to any national party committee; (iii) in excess of \$10,000 per year  
11 to any state, district, and local party committee, and (iv) in excess  
12 of \$5,000 per year to any other political committee.

13 D. Individuals, Entities, & Non-Existent Person

14 15. Person A was a foreign national, namely, a citizen of both  
15 Saudi Arabia and the United Kingdom who resided in the United Kingdom  
16 and Switzerland. Person A was the chairman of Company A, a foreign  
17 corporation headquartered in Riyadh, Saudi Arabia. Person A's  
18 spouse, Person B, was a citizen of the United States.

19 16. Person C was a citizen of both Lebanon and the United  
20 States, residing in Kuwait. Person C was the Chief Executive Officer  
21 of Company B, a foreign corporation headquartered in Kuwait City,  
22 Kuwait. Person C's spouse, Person D, was a foreign national, namely,  
23 a citizen and resident of Kuwait.

24 17. Person E was a foreign national, namely, a citizen of  
25 Venezuela who resided in Saudi Arabia and was employed by Company A.  
26 Person E's spouse, Person F, was a foreign national, namely, a  
27 Venezuelan citizen residing in Saudi Arabia.

1 18. Person G was a citizen of the United States. Person G's  
2 spouse, Person H, was a foreign national, namely, a citizen of  
3 Brazil.

4 19. Person I was a non-existent person created by defendant  
5 ZUBERI to aid in his schemes.

6 20. U.S. Cares, LLC ("U.S. Cares"), also known as America  
7 Cares, was a Delaware limited liability corporation, created at the  
8 direction of defendant ZUBERI on or about December 13, 2013. On or  
9 about November 24, 2014, defendant ZUBERI submitted an application on  
10 behalf of U.S. Cares for a license from the Office of Foreign Assets  
11 Control ("OFAC") to allow U.S. Cares to export humanitarian items,  
12 including food, medicine, and medical supplies, to Iran.

13 21. Person J was a foreign national, namely, a citizen of  
14 Bahrain, executive of Company C, and Chairman of Company D, both  
15 foreign entities. In or about August 2013, Company D invested in  
16 U.S. Cares.

17 22. Person K was a foreign national, namely, a citizen of the  
18 United Arab Emirates and Singapore and Managing Partner of Company E,  
19 a foreign entity. In or about August 2013, Company E invested in  
20 U.S. Cares.

21 23. Person L was a foreign national, a citizen of United Arab  
22 Emirates and Chief Executive Officer of Company F, a foreign entity.  
23 In or about October 2013, Company F invested in U.S. Cares. On or  
24 about April 29, 2014, OFAC designated both Person L and Company F as  
25 Specially Designated Nationals. This designation prohibited United  
26 States persons from engaging in business with, blocked the assets of,  
27 and imposed other restrictions against Person L and Company F. In or  
28

1 about November 2014, Company F sold its shares in U.S. Cares to  
2 Company D.

3 24. Person M was a foreign national, namely, a citizen of  
4 Kuwait and principal of Company G, a foreign entity. In or about  
5 December 2013, Company G invested in U.S. Cares.

6 25. Person N was a foreign national, namely, a citizen of India  
7 and principal of Company H, a foreign entity. In or about December  
8 2013, Company H invested in U.S. Cares.

9 26. From on or about April 9, 2009 through July 14, 2014, WR  
10 Group was an informal entity. On or about April 19, 2009, Person O  
11 opened a Bank of America account in the name of WR Group ("WR"), with  
12 herself as sole signatory, in which she described WR as a sole  
13 proprietorship.

14 27. Person P was a former college classmate of defendant  
15 ZUBERI. From January 2014 through October 2015, defendant ZUBERI  
16 paid Person P \$5,000 per month to perform a variety of tasks on  
17 behalf of defendant ZUBERI and Avenue Ventures. On or about July 14,  
18 2014, at the direction of defendant ZUBERI, Person P obtained a  
19 certificate of organization in Washington, D.C. designating WR Group  
20 as a limited liability company ("WR, LLC").

21 28. On or about May 23, 2014, at the direction of defendant  
22 ZUBERI, Person P incorporated Beltway Government Services, Inc.  
23 ("BGS"). That same day, Person P opened several Wells Fargo bank  
24 accounts (the "BGS accounts") in which he identified himself as owner  
25 and sole signatory.

26 29. Person Q was an associate of defendant ZUBERI. From July  
27 2014 through September 2014, defendant ZUBERI directed Person P to  
28 pay \$2,500 per month out of the BGS accounts to the benefit of Person

1 Q in return for his agreement to act as a second signatory on the BGS  
2 accounts.

3 30. Throughout the existence of WR LLC and BGS, Person P  
4 nominally governed both entities but they were actually always  
5 subject to the control of defendant ZUBERI. Defendant ZUBERI  
6 directed Person P to sign contracts, issue invoices, transfer funds,  
7 pay expenses, and forebear from paying expenses. Person P followed  
8 defendant ZUBERI's instructions with respect to how to operate these  
9 entities.

10 31. Person R was a business associate of defendant ZUBERI and a  
11 candidate for federal elective office during the 2016 election cycle.

12 32. Person S was a foreign national, namely, a citizen of  
13 Bahrain, and high-ranking official of the Bahrain government.

14 E. Conduit Campaign Contributions

15 33. From on or about April 27, 2012 through on or about October  
16 26, 2016, defendant ZUBERI paid for campaign contributions donated in  
17 the name of other individuals by making the following online payments  
18 with credit cards belonging to defendant ZUBERI and his spouse:

Date	Campaign	Contributor	Amount
4/27/12	Campaign A	Person BB	\$2,500
4/27/12	Campaign A	Person CC	\$2,500
4/27/12	Campaign A	Person DD	\$2,500
10/26/12	Campaign B	Person EE	\$5,000
4/5/13	Campaign C	Person FF	\$2,600
4/14/13	Campaign C	Person FF	\$2,600
4/22/13	Campaign D	Person B	\$2,600
4/22/13	Campaign D	Person B	\$2,600
5/31/13	Campaign C	Person B	\$2,600
5/31/13	Campaign C	Person B	\$2,600
5/31/13	Campaign C	Person C	\$2,600
5/31/13	Campaign C	Person C	\$2,600
12/23/13	Campaign E	Person FF	\$2,600
12/23/13	Campaign E	Person FF	\$2,600

1	12/26/13	Campaign F	Person FF	\$2,600
2	12/26/13	Campaign F	Person FF	\$2,600
3	1/27/14	Campaign C	Person GG	\$2,400
4	1/27/14	Campaign F	Person GG	\$2,600
5	1/27/14	Campaign C	Person GG	\$2,600
6	1/27/14	Campaign F	Person GG	\$2,600
7	1/27/14	Campaign C	Person P	\$2,400
8	1/27/14	Campaign F	Person P	\$2,600
9	1/27/14	Campaign C	Person P	\$2,600
10	1/27/14	Campaign F	Person P	\$2,600
11	4/19/14	Campaign G	Person FF	\$2,600
12	4/19/14	Campaign G	Person FF	\$2,600
13	5/14/14	Campaign G	Person FF	\$2,600
14	5/14/14	Campaign G	Person HH	\$2,600
15	9/25/14	Campaign H	Person FF	\$2,600
16	2/3/15	Campaign I	Person C	\$5,200
17	3/3/15	Campaign J	Person B	\$2,700
18	3/3/15	Campaign J	Person FF	\$2,700
19	3/3/15	Campaign J	Person A	\$2,700
20	3/3/15	Campaign J	Person C	\$2,700
21	5/27/15	Campaign C	Person B	\$5,400
22	9/28/16	Campaign J	Person C	\$400
23	9/28/16	Campaign J	Person B	\$2,700
24	9/28/16	Campaign J	Person B	\$2,700
25	9/28/16	Campaign J	Person A	\$2,700
26	9/28/16	Campaign J	Person A	\$2,700
27	9/28/16	Campaign J	Person A	\$2,700
28	9/28/16	Campaign J	Person II	\$2,700
29	9/28/16	Campaign J	Person II	\$2,700
30	10/26/16	Campaign K	Person B	\$2,700

34. From on or about February 26, 2013 through on or about October 28, 2016, defendant ZUBERI paid for campaign contributions donated in the name of Person AA, a family member who passed away on or about April 2, 2016, by making the following online payments with credit cards belonging to defendant ZUBERI:

Date	Campaign	Contributor	Amount
4/22/13	Campaign D	Person AA	\$2,600
4/22/13	Campaign D	Person AA	\$2,600
12/6/13	Campaign E	Person AA	\$2,600
12/6/13	Campaign E	Person AA	\$2,600
12/26/13	Campaign F	Person AA	\$2,600



1	12/26/13	Campaign F	Person AA	\$2,600
2	1/3/14	Campaign L	Person AA	\$2,600
3	1/15/14	Campaign M	Person AA	\$2,600
4	1/15/14	Campaign M	Person AA	\$2,600
5	2/19/14	Campaign N	Person AA	\$2,600
6	2/19/14	Campaign N	Person AA	\$2,600
7	2/28/14	Campaign O	Person AA	\$2,600
8	2/28/14	Campaign B	Person AA	\$2,600
9	2/28/14	Campaign B	Person AA	\$2,600
10	2/28/14	Campaign O	Person AA	\$2,600
11	3/21/14	Campaign L	Person AA	\$2,600
12	3/21/14	Campaign L	Person AA	\$2,600
13	4/19/14	Campaign O	Person AA	\$2,600
14	4/19/14	Campaign O	Person AA	\$2,600
15	4/19/14	Campaign P	Person AA	\$2,600
16	4/19/14	Campaign L	Person AA	\$2,600
17	4/19/14	Campaign G	Person AA	\$2,600
18	4/19/14	Campaign G	Person AA	\$2,600
19	6/14/14	Campaign Q	Person AA	\$2,600
20	7/3/14	Campaign R	Person AA	\$2,600
21	7/3/14	Campaign R	Person AA	\$2,600
22	7/3/14	Campaign S	Person AA	\$2,600
23	7/3/14	Campaign S	Person AA	\$2,600
24	8/16/14	Campaign J	Person AA	\$2,600
25	1/23/15	Campaign F	Person AA	\$2,600
26	1/23/15	Campaign F	Person AA	\$2,600
27	2/3/15	Campaign I	Person AA	\$5,200
28	2/5/15	Campaign T	Person AA	\$5,000
29	3/3/15	Campaign J	Person AA	\$2,700
30	3/9/15	Campaign C	Person AA	\$2,700
31	3/9/15	Campaign C	Person AA	\$2,700
32	3/21/15	Campaign U	Person AA	\$2,700
33	3/21/15	Campaign U	Person AA	\$2,700
34	3/22/15	Campaign V	Person AA	\$2,700
35	3/22/15	Campaign V	Person AA	\$2,700
36	4/12/15	Campaign W	Person AA	\$2,700
37	6/12/15	Campaign X	Person AA	\$2,700
38	12/16/15	Campaign Y	Person AA	\$2,700
39	12/16/15	Campaign Y	Person AA	\$2,700
40	10/28/16	Campaign Z	Person AA	\$2,700

35. Although Person AA shared certain joint bank accounts with defendant ZUBERI, none of those joint accounts financed the above-referenced contributions in Person AA's name, Person AA lacked sufficient income to pay for all the contributions made in Person

1 AA's name, and at the time the October 28, 2016 contribution was made  
2 in Person AA's name, Person AA was deceased.

3 36. From on or about April 1, 2014 through on or about May 17,  
4 2015, defendant ZUBERI reimbursed the following conduits for campaign  
5 contributions they had donated at defendant ZUBERI's direction:

Date	Campaign	Contributor	Amount
4/1/14	Campaign E	Person P	\$400
4/1/14	Campaign E	Person P	\$2,600
5/5/15	Campaign W	Person JJ	\$2,700
5/17/15	Campaign W	Person KK	\$1,350

6  
7  
8  
9  
10 37. From on or about September 27, 2013 through on or about  
11 April 14, 2016, defendant ZUBERI solicited and received the following  
12 reimbursements for campaign contributions, or portions of campaign  
13 contributions, defendant ZUBERI had donated in his own name:

Date	Campaign	Source of Funds	Amount
9/27/13	State Campaign AA	Person J	\$25,000
9/16/14	Campaign BB	Person LL	\$16,000
4/14/16	Campaign CC	Person LL	\$35,000

14  
15  
16  
17 F. Foreign Sources of Campaign Contributions

18 38. Beginning on or about May 2, 2012 and continuing to on or  
19 about February 11, 2016, in response to defendant ZUBERI's  
20 solicitations, Person A and Person C caused Company A and Company B  
21 to issue the following wire transfers into a foreign bank account in  
22 the name of defendant ZUBERI ("the IZ Barclays Dubai account") that  
23 either funded or reimbursed contributions to the following political  
24 campaigns and a FECA-regulated event ("Event EE"):  
25  
26  
27  
28

Company A to Company B	Date	Company B to Zuberi	Date	Zuberi Acct.	Purpose
		\$136,600	5/1/12	Zuberi Barclays Dubai	Campaign B & Campaign DD
		\$71,600	6/11/12	Zuberi Barclays Dubai	Campaign DD
		\$90,000	9/26/12	Zuberi Barclays Dubai	Campaign DD
\$180,000	10/10/13	\$180,000	10/1/12	Zuberi Barclays Dubai	Campaign DD
		\$100,000	10/21/12	Zuberi Barclays Dubai	Campaign DD
		\$100,000	11/12/12	Zuberi Barclays Dubai	Event EE
		\$500,000	12/10/12	Zuberi Barclays Dubai	Event EE
\$150,000	1/16/13	\$150,000	1/14/13	Zuberi Barclays Dubai	Event EE
\$100,000	5/2/13	\$100,000	2/27/13	Zuberi Barclays Dubai	Event EE photos
		\$5,000	4/30/13	Zuberi Barclays Dubai	Campaign D
		\$100,200	2/11/16	Avenue Ventures Wells Fargo US	Campaign DD

39. Defendant ZUBERI caused Avenue Ventures to issue invoices that disguised the nature of these foreign conduit campaign contributions, typically by falsely characterizing the transfers as "international consulting."

40. These foreign, conduit contributions were donated in the names of Person A, Person B, Person C, Person D, Person E, Person F, Person I, Person O, Person AA, and defendant ZUBERI.

41. From on or about April 14, 2015 through on or about May 5, 2015, defendant ZUBERI also solicited, and caused the following campaign committees to receive, the following direct contributions from foreign nationals knowing that they were foreign nationals:

Date	Campaign	Contributor	Amount
4/14/15	Campaign W	Person D	\$2,700
4/19/15	Campaign W	Person A	\$2,700
5/5/15	Campaign W	Person H	\$2,700

G. Conversion of Funds Intended for Political Campaigns

42. Contrary to the representations made by defendant ZUBERI to Person A and Person C, defendant ZUBERI directed only a portion of the money wired by Company A and Company B to political campaigns and Event EE and converted the remaining amounts to his personal benefit:

Wire to Zuberi	Date	Intended Campaign	Amounts Donated to Campaign	Amounts Converted
\$136,600	5/1/12	Campaign B & Campaign DD	\$100,000	\$36,600
\$71,600	6/11/12	Campaign DD	\$0	\$71,600
\$90,000	9/26/12	Campaign DD	\$89,000	\$1,000
\$180,000	10/1/12	Campaign DD	\$40,000	\$140,000
\$100,000	10/21/12	Campaign DD	\$0	\$100,000
\$100,000	11/12/12	Event EE	\$0	\$100,000
\$500,000	12/10/12	Event EE	\$62,500 <sup>1</sup>	\$437,500
\$150,000	1/14/13	Event EE	\$35,000	\$115,000
\$100,000	2/27/13	Event EE (photos)	\$0	\$100,000
\$100,200	2/11/16	Campaign CC	\$100,000	\$200
Total			Total Converted by ZUBERI	\$1,101,900

43. For example, on or about September 24, 2012, in connection with his solicitation of the \$90,000 and \$180,000 wire transfers, defendant ZUBERI falsely informed Person C and Person E that he had incurred expenses of \$270,000 by making contributions on their behalf. Deliberately using the name of a fictitious employee, defendant ZUBERI sent an email from Robert.Reed@avenueventure.com that falsely stated:

<sup>1</sup> From on or about December 27, 2012 through on or about January 15, 2013, defendant ZUBERI made contributions of \$62,500, \$62,500, \$62,500, \$35,000 and \$35,000, totaling \$257,500, and thereafter obtained refunds from the inauguration committee of \$160,000, making the actual expenses incurred only \$97,500.

1 Please get me the forms and the wire as soon as possible  
2 because there are limited number of seats available. I  
3 have used American Express of Imaad to pay for everyone's  
4 dues. We need to put the names through vettin [sic]  
5 process as well. After the wire is done, please email me  
6 so we can move it into the correct sub-account. Thanks Rob

7 44. That same day, defendant ZUBERI falsely informed Person C  
8 that defendant ZUBERI was approaching the credit limit on his  
9 American Express card because of the \$270,000 in contribution  
10 expenses incurred, and attached a notice from American Express to  
11 purportedly confirm that assertion. In fact, defendant ZUBERI  
12 fraudulently prepared the American Express notice to inflate his  
13 outstanding balance from approximately \$3,943 to \$279,998 and his  
14 credit limit from \$19,000 to \$300,000.

15 45. From on or about September 27, 2012 through on or about  
16 October 12, 2012, defendant ZUBERI converted approximately \$141,000  
17 of the \$270,000 he received as part of this scheme and used the  
18 majority of those funds to (a) pay off a \$68,679 mortgage balance on  
19 his personal residence, (b) transfer \$40,000 to a business operated  
20 by his spouse and her close relative, and (c) withdraw \$5,000 in cash  
21 for himself.

22 46. On or about January 21, 2013, defendant ZUBERI falsely  
23 informed Person A, Person C, and Person E that there was a shortfall  
24 in their contributions to Event EE and that a hold had been placed on  
25 their photographs with the President and Vice-President, writing:

26 [Y]ou guys were supposed to take only two people for the  
27 photo. These were \$250,000 per person with President and  
28 Vice President. I told you by mistake they had put wrong  
names on the photo line. When the photo (sic) are out they  
will match it with who went to the photo line versus who  
paid for them or how many paid. It won't take long for  
them to figure this out. There were four people instead of  
two. It will make me look like I am trying to play a fast  
one with them. I do not want to take chance with my

1 reputation for a couple hundred thousand dollars. It is not  
2 worth it for me and I have too much to lose. I told them  
3 there was a mistake made and to hold our photo until I tell  
4 them which one to release and not release. You need to  
5 tell me which two people photo you want released. Let me  
6 make it clear, except for [Person C], both [Person E] and  
7 [Person A] have not paid enough for this specific photo.

8 47. In fact, as defendant ZUBERI knew, there was no shortfall  
9 in contributions to Event EE and, in the weeks ahead, defendant  
10 ZUBERI actually received refunds for some contributions defendant  
11 ZUBERI had made to Event EE.

12 48. From on or about January 22, 2013 through or about February  
13 25, 2013, defendant ZUBERI falsely informed Person C that defendant  
14 ZUBERI personally paid \$250,000 for the additional photo and that  
15 defendant ZUBERI expected Person A to reimburse him for that expense  
16 or else he would inform business associates not to work with Person  
17 A. Ultimately, defendant ZUBERI informed Person A that he would  
18 accept the reduced amount of \$100,000 from Person A for the purported  
19 reimbursement.

20 H. Income From anti-Bahrain Lobbying Effort

21 49. In or about February 2013, Person J informed defendant  
22 ZUBERI that he was engaged in a financial dispute with Person S.  
23 According to Person J, Person S won a monetary arbitration award  
24 against Person J for services rendered in connection with the  
25 development of the Al Areen Palace & Spa ("Al Areen"), a master  
26 planned development in southern Bahrain. According to Person J, as a  
27 result of this dispute with Person S, the Government of Bahrain had  
28 frozen Person J's personal assets and delayed further development of  
29 Al Areen, which was causing significant financial harm to Person J.

30 50. To remedy Person J's financial dispute, defendant ZUBERI  
31 proposed to use his connections with current and former high-ranking

1 U.S. Government officials to dissuade the Bahraini government from  
2 engaging in conduct antithetical to Person J's financial interests  
3 ("the anti-Bahrain lobbying effort").

4 51. Defendant ZUBERI further proposed that he and Person J  
5 convey the appearance that Avenue Ventures was investing in Al Areen.  
6 By injecting a U.S. "investor" into the project, defendant ZUBERI  
7 believed he could convince high-ranking U.S. Government officials to  
8 apply political pressure on the Bahrain government into stopping its  
9 interference in the Al Areen development because of its adverse  
10 financial impact on a U.S. entity. Defendant ZUBERI proposed a  
11 circular scheme through which the appearance of a U.S. investment  
12 would be created: (a) Person J would invest in a U.S. company; (b)  
13 the U.S. company would invest in Avenue Ventures; and (c) Avenue  
14 Ventures would then invest in an Al Areen Holding Company ("AHC")  
15 that purportedly owned Al Areen.

16 52. From on or about March 3, 2013 through on or about May 28,  
17 2013, defendant ZUBERI enlisted the support of a former high-ranking  
18 U.S. official to speak with members of the Bahrain government, U.S.  
19 State Department officials, and a Member of Congress in furtherance  
20 of the anti-Bahrain lobbying efforts.

21 53. From on or about March 12, 2013 through on or about March  
22 5, 2014, defendant ZUBERI enlisted the support of a high-ranking U.S.  
23 State Department official in Bahrain to visit Al Areen, meet with  
24 members of the Bahrain government, and speak with Members of Congress  
25 in furtherance of the anti-Bahrain lobbying effort.

26 54. From on or about March 15, 2013 through on or about June 1,  
27 2013, defendant ZUBERI discussed with Members of Congress and their  
28 staffs how to enlist the support of the U.S. State Department in

1 furtherance of the anti-Bahrain lobbying effort and arranged for  
2 these Congresspersons to meet with Bahrain government officials.

3 55. On or about April 29, 2013, defendant ZUBERI staged a  
4 public event in Los Angeles, California, at which Person J and other  
5 individuals purported to sign a partnership agreement in which Avenue  
6 Ventures acquired a 35% stake in AHC in return for its having made a  
7 sizable U.S. foreign investment in Al Areen. In fact, no such  
8 agreement was executed.

9 56. Defendant ZUBERI solicited Person J for money in return for  
10 acting as an unregistered foreign agent of Person J. On or about  
11 August 3, 2013, defendant ZUBERI told Person J and others:

12 It has been several months since the Al-Areen press  
13 conference. We need to put closure on this by Thursday  
14 August 15. We have been asked about this project by [State  
15 Department Official] and others including calls from  
16 [Bahrain government officials . . .] If it is not moving  
17 forward then we will let US State Department know that we  
18 are not moving forward with this project. . . .

19 57. On or about August 18, 2013, defendant ZUBERI warned  
20 Person J:

21 Next week we need to either get documents signed or we need  
22 to have a press release that we agreed not to move forward  
23 thereby disengaging. It has been over 5-6 months which is  
24 way too long. Tomorrow, if someone challenged this then  
25 what document do I have to prove this is a real  
26 transaction?

27 58. On or about August 26, 2013, Person J executed a contract  
28 with Avenue Ventures on behalf of Company D. Under the terms of the  
contract, Avenue Ventures would provide consultancy services to  
further Company D's attempts to enter into business relationships  
throughout the world on an as-needed basis. In return, Company D  
would pay Avenue Ventures a retainer of \$250,000 per year plus



1 additional retainers and success fees as projects were realized, as  
2 well as expenses.

3 59. Defendant ZUBERI failed to register under FARA as an agent  
4 of Person J, a foreign national, and received income for acting as an  
5 unregistered agent of Person J. For example, in or about August  
6 2013, Avenue Ventures issued an invoice to Company D seeking \$250,000  
7 per the "2013 contract." On or about August 29, 2013, Avenue  
8 Ventures issued an invoice to Company D for \$27,900 for expenses  
9 incurred in relation to the anti-Bahrain lobbying effort. On or  
10 about September 2013, Company D wired \$277,858 to the IZ Barclays  
11 Dubai account in payment on those invoices related to defendant  
12 ZUBERI's anti-Bahrain lobbying efforts.

13 60. From on or about January 15, 2014 through on or about March  
14 5, 2014, defendant ZUBERI prevailed upon Members of Congress to issue  
15 official letters to the Foreign Minister of Bahrain in support of the  
16 anti-Bahrain lobbying efforts. In order to achieve this goal,  
17 defendant ZUBERI falsely informed Members of Congress:

18 [A] major investment by a US company in Bahrain is  
19 experiencing significant interference from Bahraini  
20 authorities acting on behalf of a member of the royal  
21 family. . . . [Avenue Ventures] is seeking support from its  
22 government for a cessation of interference in its project  
23 in Bahrain.

24 61. In fact, Avenue Ventures had not invested any money or  
25 acquired any stake in either AHC or Al Areen and the true purpose of  
26 the lobbying efforts was to financially benefit Person J.

27 62. From on or about January 15, 2014 through on or about March  
28 5, 2014, in response to the lobbying efforts of defendant ZUBERI on  
behalf of Person J, twelve Members of Congress issued official  
letters to the Foreign Minister of Bahrain citing the purported

1 "harassment" of "U.S. investors" and asking that his government stop  
2 its "interference."

3 I. Conversion of Funds/Income Received From U.S. Cares Investors

4 63. From on or about August 12, 2013 through on or about  
5 January 27, 2014, defendant ZUBERI solicited Person J, Person K,  
6 Person L, Person M, and Person N to invest in U.S. Cares and caused  
7 Avenue Ventures to enter into an operating agreement with their  
8 respective companies.

9 64. The operating agreement that defined the investment  
10 assigned the following ownership percentages in the venture: Avenue  
11 Ventures (28.5%), Company D (20%), Company F (9.5%), Company E (2%),  
12 Company G (20%), and Company H (20%). The agreement required the  
13 establishment of a capital account with respect to each member's  
14 capital contributions.

15 65. From on or about September 28, 2013 through on or about  
16 March 11, 2014, the U.S. Cares investors wired approximately  
17 \$7,000,000 into the IZ Barclays Dubai account, an individual Emirates  
18 Bank account in the name of defendant ZUBERI located in Dubai ("the  
19 IZ Emirates Dubai account"), and a Bank of America account in the  
20 United States held jointly in the name of defendant ZUBERI and his  
21 spouse ("the IZ/WR BofA account").

22 66. Capital investments from Person N and his business, Company  
23 H, and Person M's business, Company G, were wired to defendant ZUBERI  
24 as follows:

Transfer Date	Transfer Amount	Payor	Zuberi Account
12/10/2013	\$500,000	Person N	IZ/WR BofA US
12/12/2013	\$490,070	Person N	IZ Emirates Dubai
12/22/2013	\$245,031	Person N	IZ Emirates Dubai
12/24/2013	\$500,000	Company H	IZ/WR BofA US
1/27/2014	\$2,000,000	Company G	IZ Emirates Dubai

1           67. Defendant ZUBERI did not transfer any of the funds received  
2 from U.S. Cares investors into a U.S. Cares capital account as  
3 required by the operating agreement. Instead, from on or about  
4 December 5, 2013 through on or about October 12, 2015, defendant  
5 ZUBERI used over 90% of the investor funds to (a) purchase real  
6 estate in the names of various limited liability companies owned  
7 entirely by himself and his spouse ("IZ/WR Real Property LLCs"), (b)  
8 pay down mortgages owed by IZ/WR Real Property LLCs, (c) remodel  
9 property owned by IZ/WR Real Property LLCs, (d) invest in brokerage  
10 accounts in the names of defendant ZUBERI and his spouse, (e) donate  
11 \$250,000 to a non-profit organization established by a former high-  
12 ranking elected official, and (f) pay down personal credit card debt,  
13 most of which was incurred to pay campaign contributions and travel,  
14 meal, entertainment, and personal expenses.

15           68. Out of approximately \$7,000,000 wired to defendant ZUBERI  
16 by U.S. Cares investors, less than \$250,000 was spent in furtherance  
17 of defendant ZUBERI's advertised business purpose. On or about  
18 October 7, 2013 and on or about December 9, 2013, defendant ZUBERI  
19 issued two \$90,000 checks to a law firm in connection with the  
20 creation of U.S. Cares and preparing a license application to OFAC.  
21 From in or about October 2013 through in or about February 2016,  
22 defendant ZUBERI paid another attorney approximately \$20,000 in  
23 connection with the U.S. Cares license application.

24           69. In or about January 2016, United States sanctions against  
25 Iran were lifted, which impacted OFAC regulations pertaining to U.S.  
26 Cares.

27           70. On or about February 22, 2016, OFAC responded to U.S. Cares  
28 license application, stating that ". . . the Applicant's proposed

1 transactions related to the exportation and reexportation of the  
2 goods as described in the application appear to be generally  
3 authorized[.]”

4 71. After the OFAC response, defendant ZUBERI took no further  
5 action with respect to the license application, nor did he use any of  
6 the converted funds to engage in the planned distribution of  
7 humanitarian supplies to Iran.

8 J. Conversion of Funds/Income Received From Sri Lankan Government

9 72. From on or about November 28, 2013 through on or about  
10 March 5, 2014, defendant ZUBERI met with high-ranking officials of  
11 the Government of Sri Lanka and negotiated an agreement whereby  
12 Avenue Ventures, or a special-purpose company created by Avenue  
13 Ventures, would engage in lobbying and public relations efforts to  
14 rehabilitate Sri Lanka's image in the United States. This proposed  
15 lobbying and public relations effort focused on modifying United  
16 States policies, particularly through the issuance of Congressional  
17 resolutions, and improving public perception relating to Sri Lanka's  
18 alleged persecution of its minority Tamil population.

19 73. On or about March 5, 2014, defendant ZUBERI pledged to  
20 expend \$2,250,000 per quarter in support of this effort with  
21 \$1,500,000 per quarter for lobbying expenses, \$500,000 per quarter  
22 for legal expenses, and \$250,000 per quarter for media buys.  
23 Defendant ZUBERI told Sri Lankan officials that the effort would  
24 include introducing Sri Lankan officials to executive branch  
25 administration officials, Senators, and Congresspersons, and  
26 recruiting Sri Lankan expatriates to engage in political organizing  
27 in the United States.

1           74. On or about April 26, 2014, WR entered into a contract,  
2 effective May 1, 2014, with the Central Bank of Sri Lanka ("the Sri  
3 Lanka-WR contract"). The Sri Lanka-WR contract described WR's  
4 services as "(i) strategic advice related to commercial and public  
5 policy considerations related to the US and other parties;" and (ii)  
6 "identification of consultants or other legal or non-legal advisors  
7 to [Sri Lanka] and the Central Bank as may effectuate Sri Lanka's  
8 commercial and diplomatic objectives." In return, the Sri Lanka-WR  
9 contract required the payment of \$8,500,000 in accordance with the  
10 following schedule: \$3,500,000 on May 1, 2014, and five payments of  
11 \$1,000,000 per month from June through October 2014.

12           75. On or about May 9, 2014, at defendant ZUBERI's request, the  
13 Central Bank of Sri Lanka wired \$3,500,000 to the IZ/WR BofA account.

14           76. In or about May 2014, defendant ZUBERI transferred  
15 \$1,600,000 of the Sri Lankan money into his personal brokerage  
16 accounts, \$1,500,000 to escrow accounts for the purchase of real  
17 property in the name of an IZ/WR Real Property LLC, \$300,000 to pay  
18 debt on personal credit card accounts, and most of the remaining  
19 \$100,000 into bank accounts held by IZ/WR Real Property LLCs ("IZ/WR  
20 Real Property LLC accounts").

21           77. On or about June 18, 2014, at defendant ZUBERI's request,  
22 the Central Bank of Sri Lanka wired \$1,000,000 to the IZ/WR BofA  
23 account.

24           78. In or about June 2014, defendant ZUBERI transferred  
25 approximately \$650,000 of Sri Lanka money into his brokerage accounts  
26 and almost \$200,000 of Sri Lanka money into IZ/WR Real Property LLC  
27 accounts.  
28

79. In or about July 2014, Sri Lankan officials insisted that the payments in connection with the Sri Lanka-WR contract be disbursed to the contracting party, WR, rather than to defendant ZUBERI's personal bank account. In addition, Sri Lankan officials requested receipts from WR with respect to the wire transfers already made.

80. On or about July 9 and 10, 2014, defendant ZUBERI directed Person P to issue fraudulent receipts on behalf of WR for the \$3,500,000 and \$1,000,000 wire transfers, despite the funds having been received into defendant ZUBERI's personal bank account and spent for defendant ZUBERI's personal benefit.

81. On or about July 18, 2014, the Central Bank of Sri Lanka wired \$1,000,000 into a WR bank account.

82. From in or about July 2014 through in or about September 2014, defendant ZUBERI directed Person P to transfer over \$500,000 of Sri Lankan money from WR to corporate entities controlled by defendant ZUBERI and his spouse, including Avenue Capital Group, LLC ("ACG"), ISZ 9 LLC ("ISZ"), Fountain, LLC ("Fountain"), and Clary LLC ("Clary"). Defendant ZUBERI then transferred most of the Sri Lankan money into the IZ/WR BofA account, which were then used for defendant ZUBERI's personal benefit, including brokerage account investments, real estate investments, and to pay debt on his personal credit cards. The transactions are summarized below:

1 <sup>st</sup> Transfer	2 <sup>nd</sup> Transfer	3 <sup>rd</sup> Transfer	Beneficiary
\$250,000 to ISZ 9	\$225,000 to IZ/WR BofA	\$100,000 to Etrade	IZ/WR
		\$100,000 to Etrade	IZ/WR

1	\$250,000 to Fountain	\$225,000 to IZ/WR BofA	\$113,484 to American Express	IZ/WR
2			\$100,000 to Etrade	IZ/WR
3	\$250,000 to Clary	\$240,000 to AIS	\$135,000 to BGS	BGS
4			\$50,000 to American Ctrl Escrow	IZ/WR
5			\$50,000 to American Ctrl Escrow	IZ/WR
6				
7	\$200,000 to ACG	\$149,000 to BGS		BGS
8		\$25,000 to Person R		PERSON R
9		\$25,000 to Person R		PERSON R
10	\$40,000 to BGS			BGS
11	\$5,000 to BGS			BGS
12	\$5,000 to Person P			PERSON P
13				
14				
15				

16 83. On or about September 10, 2014, the Central Bank of Sri  
17 Lanka wired \$1,000,000 into a WR bank account.

18 84. From in or about September 2014 through in or about October  
19 2014, defendant ZUBERI directed Person P to transfer approximately  
20 \$725,000 of Sri Lankan money from WR to corporate entities controlled  
21 by defendant ZUBERI, including ACG and Avenue Investment Services,  
22 LLC ("AIS"). Defendant ZUBERI then transferred most of the funds  
23 into the IZ/WR BofA account, which were then used for defendant  
24 ZUBERI's personal benefit, including brokerage account investments  
25 and to pay debt on his personal credit cards. The transactions are  
26 summarized below:

27  
28

	1 <sup>st</sup> Transfer	2 <sup>nd</sup> Transfer	3 <sup>rd</sup> Transfer	Beneficiary
1	\$475,000 to	\$390,000 to	\$36,674 to	
2	ACG (2 cks)	IZ/WR BofA	American Express	IZ/WR
3			\$100,000 to	
4			Etrade	IZ/WR
5			\$100,000 to	
6			Schwab	IZ/WR
7		\$35,000 to		
8		Nelson		
9		Mullins		NM
10		\$13,500 to		
11		BGS		BGS
12	\$475,000 to	\$355,000 to	\$100,000 to	
13	AIS (2 cks)	IZ/WR BofA	Etrade	IZ/WR
14			\$100,000 to	
15			Etrade	IZ/WR
16			\$100,000 to	
17			Etrade	IZ/WR
18			\$66,674 to	
19			American Express	IZ/WR
20		\$50,000		
21		to BGS		BGS
22		\$6,000 to		
23		BGS		BGS
24	\$24,750 to			
25	BGS			BGS
26	\$8,750 to			
27	BGS			BGS
28	\$16,500 to			
29	Person P			PERSON P

85. Out of the \$6,500,000 wired from Sri Lanka pursuant to the Sri Lanka-WR contract, defendant ZUBERI directed over \$5,650,000 to the benefit of defendant ZUBERI and his spouse.

86. Out of the \$6,500,000 wired from Sri Lanka pursuant to the Sri Lanka-WR contract, less than \$850,000 was paid to lobbyists, public relations firms, law firms, and other subcontractors identified by defendant ZUBERI and retained by BGS.

87. At defendant ZUBERI's direction, Person P failed to pay certain invoices issued by these subcontractors. Defendant ZUBERI



1 falsely represented to these unpaid subcontractors that Sri Lanka had  
2 provided insufficient funds to make payment and that BGS and Person P  
3 were in possession of funds received from Sri Lanka when, in fact,  
4 defendant ZUBERI had directed Person P to transfer the Sri Lankan  
5 funds to benefit defendant ZUBERI personally.

6 K. Income Received in 2015

7 88. On or about March 27, 2015, Company I, a Ukrainian foreign  
8 entity, wired \$1,000,000 to the IZ/WR BofA account as payment on an  
9 invoice for consulting services issued by defendant ZUBERI.

10 89. Defendant ZUBERI used the majority of the Company I funds  
11 for his personal benefit as follows: \$650,000 to defendant ZUBERI's  
12 personal brokerage accounts, \$174,000 to pay debt on his personal  
13 credit card, \$39,500 to purchase a BMW automobile, and \$22,408 to pay  
14 taxes he owed to the California Franchise Tax Board.

15 90. On or about August 4, 2015, Person J wired \$1,000,000 to an  
16 ACG bank account for "Consultancy Fees from Al-Areen project."

17 91. On or about August 5, 2015, defendant ZUBERI used the  
18 majority of the funds received from Person J to issue a \$770,000  
19 check that he deposited into the IZ/RW BofA account. These funds  
20 were combined with other funds to wire \$3,183,800 to an escrow  
21 company in connection with the purchase of a property in the name of  
22 an IZ/WR Real Property LLC.

23 92. On or about October 26, 2015, Company C wired \$999,980 to  
24 an ACG bank account for an "Engagement Fee." The fee constituted a  
25 retainer for Avenue Ventures to provide consultancy services to  
26 assist Company C to engage in business relationships with government  
27 entities and private companies throughout the world on an as-needed  
28 basis.

1           93. On or about October 28, 2015, defendant ZUBERI's spouse  
2 used the majority of the funds received from Company D to purchase a  
3 \$626,000 cashier's check payable to an escrow company in connection  
4 with the purchase of a property in the name of an IZ/WR Real Property  
5 LLC.

6 L.   Unreported Income

7           94. Defendant ZUBERI had a legal obligation to file an U.S.  
8 Individual Income Tax Return, IRS Form 1040 ("Form 1040") for the  
9 2012 calendar year because, at a minimum, defendant ZUBERI received  
10 approximately \$886,700 from Company B for campaign contributions that  
11 defendant ZUBERI instead converted to his own benefit.

12 Notwithstanding this obligation, defendant ZUBERI did not file a Form  
13 1040 reporting income he received during the 2012 calendar year.

14           95. On or about April 15, 2014, defendant ZUBERI and his spouse  
15 caused the electronic filing of a Form 1040 for the 2013 calendar  
16 year. Defendant ZUBERI falsely reported on line 22 of that tax  
17 return a total income of \$182,211. This amount was understated  
18 because, at a minimum, the Form 1040 failed to account for (a)  
19 approximately \$215,000 defendant ZUBERI received from Company B for  
20 contributions to Event EE that defendant ZUBERI instead converted to  
21 his own benefit and (b) approximately \$2,223,000 defendant ZUBERI  
22 converted from U.S. Cares investors during the 2013 calendar year.

23           96. On or about April 15, 2015, defendant ZUBERI and his spouse  
24 caused the electronic filing of a Form 1040 for the 2014 calendar  
25 year. Defendant ZUBERI falsely reported on line 22 of that tax  
26 return a total income of \$558,233. This amount was understated  
27 because, at a minimum, the return failed to account for (a)  
28 approximately \$5,650,000 defendant ZUBERI received either directly

1 from Sri Lanka or indirectly from Sri Lanka through WR in connection  
2 with the Sri Lanka-WR contract and which defendant ZUBERI expended  
3 for his own personal benefit and (b) approximately \$2,200,000  
4 defendant ZUBERI converted from U.S. Cares investors during the 2014  
5 calendar year.

6 97. On or about October 14, 2016, defendant ZUBERI and his  
7 spouse caused the electronic filing of a Form 1040 for the 2015  
8 calendar year. Defendant ZUBERI falsely reported on line 22 of that  
9 tax return a total income of \$1,959,992. This tax amount was  
10 understated because the return failed to account for (a) \$1,000,000  
11 received from Company I by ACH, which should have been accounted for  
12 on defendant ZUBERI's Form 1040 as business income, and (b)  
13 approximately \$1,000,000 defendant ZUBERI converted from U.S. Cares  
14 investors during the 2015 calendar year.

15 M. Defendant Zuberi's Lobbying and Public Relation Activities  
16 Conducted at the Direction and Control of the Sri Lankan  
17 Government

18 98. From in or about December 2013 through in or about October  
19 2014, defendant ZUBERI directed and personally engaged in lobbying  
20 and public relations activities targeting United States elected  
21 officials and their staff, at the direction and control of Sri Lanka.  
22 Defendant ZUBERI (a) solicited, on behalf of Sri Lanka, Members of  
23 Congress to accept all-expenses-paid trips to Sri Lanka, (b) authored  
24 emails and wrote proposals for Sri Lanka setting forth the strategy  
25 of the influence campaign, (c) interviewed, recommended, and  
26 negotiated subcontracts with lobbyists for Sri Lanka, (d) organized  
27 conference calls with lobbyists to set forth their responsibilities,  
28 (e) coordinated a series of meetings in Washington, D.C. between Sri

1 Lankan officials and United States Senators, Congresspersons, and  
2 their staff, (f) personally introduced members of a Sri Lanka  
3 delegation to Members of Congress, and (g) participated in meetings  
4 with United States Government officials at which the goals of the Sri  
5 Lanka delegation were discussed.

6 99. From on or about April 26, 2014 through on or about July  
7 14, 2014, defendant ZUBERI directed Person P to sign the Sri Lanka-WR  
8 contract, create BGS and WR, and open bank accounts for those  
9 companies to insulate and conceal defendant ZUBERI's control of the  
10 Sri Lanka lobbying and public relations effort, and defendant  
11 ZUBERI's personal receipt of money from Sri Lanka. In reality, BGS  
12 and WR acted as alter egos of defendant ZUBERI and all efforts  
13 undertaken by those entities were, in fact, directed by defendant  
14 ZUBERI.

15 100. Beginning on or about June 2, 2014, defendant ZUBERI  
16 instructed Person P to sign contracts on behalf of BGS in which it  
17 retained various lobbyists to support the Sri Lanka-WR contract.  
18 Defendant ZUBERI instructed Person P when to pay lobbyists and other  
19 subcontractors on behalf of BGS and WR. Defendant ZUBERI instructed  
20 Person P not to pay certain lobbyists, despite their rendering of  
21 services.

22 N. FARA Violations Pertaining to Sri Lanka

23 101. From in or about December 2013 through in or about October  
24 2014, defendant ZUBERI was the agent of Sri Lanka, and therefore had  
25 personal registration obligations under FARA.

26 102. Defendant ZUBERI failed to register with the Department of  
27 Justice as a foreign agent of Sri Lanka prior to acting on Sri  
28 Lanka's behalf.

1           103. In an effort to conceal his conduct at the direction and  
2 control of Sri Lanka, defendant ZUBERI directed Person P to register  
3 BGS, rather than defendant ZUBERI himself. On or about June 2, 2014,  
4 Person P filed a FARA registration statement for BGS as an agent of  
5 Sri Lanka. On or about August 14, 2014, BGS filed a supplemental  
6 registration statement. In each of these 2014 registration  
7 statements, BGS failed to report any of the money it received from  
8 Sri Lanka, the money disbursed to companies under defendant ZUBERI's  
9 control, or the money disbursed to various subcontractors that had  
10 engaged in the Sri Lanka lobbying and public relations effort.

11           104. On or about June 2, 2014, Person P filed a "short-form"  
12 FARA registration statement, identifying himself as a director of  
13 BGS.

14           105. On or about June 2, 2014, at defendant ZUBERI's direction,  
15 Person Q filed a short-form FARA registration statement, identifying  
16 himself as a director of BGS.

17           106. On or about August 14, 2014, defendant ZUBERI filed a  
18 short-form FARA registration statement, claiming that BGS contracted  
19 with him to provide consulting work on behalf of Sri Lanka.

20           107. Defendant ZUBERI's short-form statement contained material  
21 false statements and omitted material facts. These included, but  
22 were not limited to, that defendant ZUBERI willfully and falsely  
23 claimed that (a) BGS retained him as a consultant when, in fact, he  
24 orchestrated all of BGS's activities, (b) he engaged in no political  
25 activity on behalf of Sri Lanka, when, in fact, he lobbied the United  
26 States Congress on behalf of Sri Lanka, (c) he merely received a  
27 salary from BGS "[n]ot based solely on services rendered to the  
28 foreign principal," when, in fact, he received not a salary from BGS,

1 but rather over \$5,650,000 of Sri Lanka funds, and (d) he had made no  
2 political contributions on his own behalf during the period beginning  
3 60 days prior to the date of his obligation to register to the time  
4 of the filing of the short-form FARA registration statement, when, in  
5 fact, defendant ZUBERI made contributions to dozens of election  
6 campaigns during this timeframe. In addition, in that short-form  
7 statement, defendant ZUBERI did not disclose the \$3,500,000 and  
8 \$1,000,000 wire transfers he had received into the IZ/WR BofA account  
9 in May and June 2014, or the \$500,000 in Sri Lanka funds he had  
10 converted from WR to his own benefit in July 2014.

11 108. Notwithstanding WR's contract with Sri Lanka, WR did not  
12 register under FARA at any time during the 2014 calendar year.

13 109. The net result of defendant ZUBERI's failure to register  
14 under FARA and the 2014 FARA filings containing material false  
15 statements and material omissions was that the American public was  
16 unaware of millions of dollars routed by Sri Lanka to defendant  
17 ZUBERI and the scope of his concerted and foreign-funded efforts to  
18 transform United States foreign policy and public opinion to the  
19 benefit of that foreign government.

20 110. In or about late July 2015, defendant ZUBERI was contacted  
21 by a reporter for an online magazine, who ultimately published an  
22 article reporting that defendant ZUBERI had received millions of  
23 dollars from the former Government of Sri Lanka, failed to make  
24 requisite FARA disclosures, and was the subject of an investigation  
25 by the U.S. Department of Justice in Washington, D.C.

26 111. After his contact with the reporter, but prior to the  
27 publication of the article, defendant ZUBERI directed Person P to  
28 file FARA registration material prepared by an attorney retained by

1 defendant ZUBERI. On or about August 11, 2015, Person P issued a  
2 letter to NSD to "disclose voluntarily a relationship between FARA  
3 registrant [BGS and WR], which was not on BGS's FARA registration."

4 The letter falsely asserted that:

5 [WR] is a US business consulting entity which performed  
6 services for the Government of Sri Lanka [] including  
7 consulting, research, and related services. [WR] did not  
8 perform any lobbying services. [WR] appointed BGS to help  
9 identify and engage with consultants who could advance [Sri  
10 Lanka] public policy interests in the US. There was no  
11 written contract or specific correspondence to disclose on  
12 Exhibit B to BGS' Registration Statement. Additionally,  
13 there was no set fee for these services, and there was no  
14 specific term for these activities. The activity has ended  
15 and BGS has since filed its termination statement.

16 112. On or about September 9, 2015, over 20 months after having  
17 begun working at the direction and control of Sri Lanka, defendant  
18 ZUBERI filed a FARA registration statement, including an attached  
19 supplemental statement. In the filing, defendant ZUBERI disclosed  
20 his receipt of \$3,500,000 on May 9, 2014, and \$1,000,000 on June 18,  
21 2014, for "business consulting service, including non-specified  
22 amount for public affairs." Defendant ZUBERI also disclosed the Sri  
23 Lanka-WR contract, defendant ZUBERI's personal campaign contributions  
24 during the relevant timeframe, and disbursements to various lobbyists  
25 and other subcontractors.

26 113. Defendant ZUBERI's September 2015 FARA filing nevertheless  
27 contained material false statements and omitted material facts.  
28 These included, but were not limited to, that defendant ZUBERI  
willfully and falsely claimed that he provided no services to Sri  
Lanka after September 2014. In fact, on October 15, 2014, defendant  
ZUBERI reported to Sri Lanka officials a pledge from a Member of  
Congress to visit Sri Lanka in January 2015. In addition, on  
December 4, 2014, defendant ZUBERI promised a Sri Lanka official that

1 he would "extend[] the current contract up to March 2015 at no cost  
2 to [Sri Lanka]."

3 114. Defendant ZUBERI's September 2015 FARA filing was  
4 accompanied by a letter from his attorney that falsely described his  
5 involvement as merely providing business consulting services to Sri  
6 Lanka and funding to BGS for public affairs consulting purposes. The  
7 letter falsely stated that FARA registration was not required because  
8 defendant ZUBERI engaged in non-political work in furtherance of  
9 commerce, the Sri Lanka-WR contract was only a business consulting  
10 contract that did not call for lobbying by defendant ZUBERI or WR,  
11 and defendant ZUBERI himself did not conduct or plan to conduct any  
12 lobbying or public relations work for Sri Lanka. In fact, defendant  
13 ZUBERI was the primary organizer of paid political efforts to mold  
14 the opinion of Members of Congress and executive branch  
15 administration officials, at the direction and control of Sri Lanka.

16 115. On or about September 15, 2015, more than 16 months after  
17 WR contracted with Sri Lanka, WR filed its initial FARA registration  
18 statement and associated forms. The filing disclosed the two  
19 \$1,000,000 wire transfers WR received from Sri Lanka in July 2014 and  
20 September 2014. The filing falsely declared that most of WR's  
21 activities were not reportable pursuant to FARA because only a  
22 portion of the money directed to BGS was for public affairs  
23 consulting that had been previously disclosed by registered entities.

24 116. On or about September 15, 2015, BGS filed supplemental FARA  
25 registration statements. The BGS filing reported that BGS had  
26 engaged in "general consultative services related to some of foreign  
27 principal's work on government affairs" and finally reported the  
28



1 money received from defendant ZUBERI and WR as well as disbursements  
2 to various lobbyists and other subcontractors.

3 117. These Introductory Allegations are incorporated into each  
4 count of the Information.

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1 received \$3,500,000 in May 2014 and \$1,000,000 in June 2014 solely  
2 based on lobbying services rendered to Sri Lanka.

3 In box 15 of the short-form registration statement filed on or  
4 about August 14, 2014, defendant ZUBERI stated that he had made no  
5 political contributions on his own behalf during the period beginning  
6 60 days prior to the date of his obligation to register to the time  
7 of the filing of the short-form FARA registration statement. In  
8 fact, as defendant ZUBERI knew at the time he made the statement, he  
9 had contributed to dozens of election campaigns during this  
10 timeframe.

11 In box 7 of the supplemental statement filed on or about  
12 September 9, 2015, defendant ZUBERI listed "09/30/2014" as the date  
13 when his connection with the Government of Sri Lanka terminated.  
14 Similarly, in box 14(a) of the supplemental statement filed on or  
15 about September 9, 2015, defendant ZUBERI stated that his  
16 relationship with the Government of Sri Lanka "ended in September  
17 2014." In fact, as defendant ZUBERI knew at the time he made these  
18 statements, he continued to act as an agent for the Government of Sri  
19 Lanka after September 30, 2014.

COUNT TWO

[26 U.S.C. § 7201]

1  
2  
3 From on or about May 9, 2014, to on or about April 15, 2015, in  
4 Los Angeles County, within the Central District of California,  
5 defendant IMAAD SHAH ZUBERI, a resident of El Monte, California,  
6 willfully attempted to evade and defeat the assessment and payment of  
7 the income tax due and owing by him and his spouse to the United  
8 States of America for the calendar year 2014, by committing the  
9 following affirmative acts, among others:

10 a. Diverting over \$5,650,000 received for the purposes of  
11 the Sri Lanka-WR contract to the benefit of defendant ZUBERI and his  
12 spouse; and

13 b. Causing to be filed with the Director, Internal  
14 Revenue Service Center, at Fresno, California, a false and fraudulent  
15 joint U.S. Individual Income Tax Return, Form 1040 that stated the  
16 joint total income of defendant ZUBERI and his spouse for the  
17 calendar year was \$558,233 and that the amount of tax due and owing  
18 thereon was \$52,069. In fact, as defendant ZUBERI then knew, their  
19 joint total income for the calendar year 2014 was in excess of  
20 \$5,650,000, and, upon the additional taxable income, an additional  
21 tax was due and owing to the United States of America.  
22  
23  
24  
25  
26  
27  
28

COUNT THREE

[52 U.S.C. §§ 30116, 30118, 30121, 30122, 30109(d)(1)]

During the calendar year 2015, in Los Angeles County, within the Central District of California, defendant IMAAD SHAH ZUBERI knowingly and willfully violated the Federal Election Campaign Act, in amounts aggregating at least \$25,000 during that calendar year, by (a) making contributions in the names of other individuals, (b) reimbursing contributions made by other individuals, (c) receiving reimbursements from other individuals for contributions he made, (d) soliciting contributions made by foreign nationals, and (e) making contributions with money received from, or reimbursed by, foreign nationals and foreign entities.

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EXHIBIT B - FACTUAL BASIS

FARA Violations

Between November 28, 2013 through March 5, 2014, defendant met with high-ranking officials of the Government of Sri Lanka ("Sri Lanka") and negotiated an agreement whereby Avenue Ventures, or a special purpose company created by Avenue Ventures, would engage in lobbying and public relations efforts to rehabilitate Sri Lanka's image in the United States. This proposed lobbying and public relations effort focused on modifying U.S. Government policies, particularly through the issuance of Congressional resolutions, and improving public perception relating to Sri Lanka's alleged persecution of its minority Tamil population.

On April 26, 2014, WR Group ("WR") entered into a contract, effective May 1, 2014, with the Central Bank of Sri Lanka ("Sri Lanka-WR contract"). The Sri Lanka-WR contract described WR's services as "(i) strategic advice related to commercial and public policy considerations related to the US and other parties;" and (ii) "identification of consultants or other legal or non-legal advisors to [Sri Lanka] and Central Bank as may effectuate Sri Lanka's commercial and diplomatic objectives." In return, Sri Lanka-WR contract required the payment of \$8,500,000 in accordance with the following schedule: \$3,500,000 on May 1, 2014, and five payments of \$1,000,000 per month from June through October 2014.

Defendant knowingly and willfully acted as an unregistered agent of Sri Lanka by taking the following actions:

Between April 26, 2014 through July 14, 2014, defendant directed Person P to sign the Sri Lanka-WR contract, create Beltway Government Strategies ("Beltway") and, later, WR to engage in lobbying and public relations services, open bank accounts for those companies, sign contracts on behalf of Beltway with various lobbyists and public relations firms, and directed whom Person P was to pay and not pay on behalf of Beltway and WR, all to insulate and conceal defendant's own involvement with Beltway and WR. In reality, Beltway and WR acted as alter egos of defendant and efforts undertaken by those entities were directed by defendant.

1 From December 2013 through October 2014, defendant knowingly and  
2 willfully acted as an unregistered agent of the GOSL. Defendant  
3 solicited, on behalf of Sri Lanka, Members of the U.S. Congress to  
4 accept all-expenses-paid trips to Sri Lanka, authored emails and  
5 wrote proposals for Sri Lanka setting forth the strategy of the  
6 campaign, interviewed, recommended, and negotiated contracts with  
7 lobbyists for GOSL, and coordinated and participated in a series of  
8 meetings in Washington, D.C. between a GOSL delegation and members of  
9 the U.S. Congress and their staff.

10 On May 9, 2014 and June 18, 2014, Sri Lanka wired \$3,500,000 and  
11 \$1,000,000, respectively, into defendant's personal bank account for  
12 services related to the Sri Lanka-WR contract. On each of July 18,  
13 2014 and September 10, 2014, Sri Lanka wired \$1,000,000 into a WR  
14 bank account. At defendant's direction, Person P transferred the  
15 majority of these funds into accounts controlled by defendant, which  
16 defendant then used for his personal benefit.

17 Defendant knowingly and willfully failed to register under FARA, as  
18 required by law. Instead, on June 2, 2014, he caused Person P to  
19 file FARA registration statement identifying Beltway as an agent of  
20 its principal, Sri Lanka, when in fact he was the agent of Sri Lanka.  
21 The registration statement contained material false statements and  
22 omitted material facts. On August 14, 2014, defendant caused Person  
23 P to file a supplemental statement on behalf of Beltway, which also  
24 contained material false statements and omitted material facts. At  
25 defendant's direction, these two 2014 FARA registration filings  
26 failed to report any of the money Beltway received from Sri Lanka,  
27 the money disbursed to companies under defendant's control, or the  
28 money disbursed to subcontractors that had engaged in the Sri Lankan  
lobbying and public relations effort.

Defendant knew that he, personally, was legally required to file with  
the Attorney General a registration statement pursuant to FARA  
because he had acted as the agent of a foreign principal,  
specifically Sri Lanka. Defendant also knew that it was unlawful to  
file a FARA registration statement containing material false  
statements or material omissions of fact.

Defendant knowingly and willfully failed to file a FARA Registration  
as required by law. Instead, on August 14, 2014, defendant filed

1 with the Attorney General a short-form FARA registration statement,  
2 and affirmed the truth and accuracy of the statement under penalty of  
3 perjury. Defendant knowingly and willfully filed the short-form FARA  
4 registration that contained materially false statements and omitted  
5 material facts. In particular, defendant represented in section 7  
6 that he was merely a consultant of Beltway, when, in fact, defendant  
7 directed all of the activities of Beltway. In addition, defendant  
8 represented in section 14 that he merely received a salary from  
9 Beltway that was "[n]ot based solely on services rendered to the  
10 foreign principal." In fact, defendant received not a salary from  
11 Beltway, but \$6,500,000 million from the foreign principal, GOSL, in  
12 return for lobbying and public relations services rendered to GOSL.  
13 Finally, in section 15, defendant represented that, for the period  
14 beginning 60 days prior to the date of his obligation to register to  
15 the time of the short-form, he had not made any contributions of  
16 money or other things of value from his own funds on his own behalf  
17 in connection with any election to political office or in connection  
18 with any primary election, convention or caucus held to select  
19 candidates for any political office. In truth, between February 26,  
20 2014 and August 14, 2014, defendant had made dozens of contributions  
21 of money from his own funds in connection with elections to political  
22 office or primary elections to select candidates for political  
23 office. Defendant knowingly and willfully made these material false  
24 statements and material omissions on the short-form FARA registration  
25 statement.

18 On September 9, 2015, defendant filed a FARA registration statement  
19 and an attached supplemental statement for himself personally, which  
20 also contained materially false statements and omitted material  
21 facts. In the filing, defendant willfully and falsely claimed that  
22 he provided no services to Sri Lanka after September 2014. In fact,  
23 on October 15, 2014, defendant reported to GOSL officials a pledge  
24 from a United States Congressman to visit Sri Lanka in January 2015.  
25 In addition, on December 4, 2014, defendant promised a GOSL official  
26 that he would "extend[] the current contract up to March 2015 at no  
27 cost to the [GOSL]." Defendant's September 2015 filing was  
28 accompanied by a letter from his attorney that falsely described his  
involvement as merely providing business consulting services to Sri  
Lanka and funding to Beltway for public affairs consulting purposes.  
The letter falsely stated that FARA registration was not required  
because defendant engaged in non-political work in furtherance of



1 commerce. In fact, defendant was the primary organizer of paid  
2 political efforts to mold the opinion of Members of Congress and  
3 Obama Administration officials, all at the direction and control of,  
4 and to benefit, Sri Lanka.

#### 5 Tax Violations

6 On April 15, 2015, defendant caused the electronic filing of an IRS  
7 Form 1040, U.S. Individual Income Tax Return for the 2014 calendar  
8 year, for himself and his spouse. Line 22 of the tax return showed  
9 total income of \$558,233 and line 44 of the tax return showed a tax  
10 amount of \$238,105. The total income and tax amounts were  
11 understated, because the return failed to account for payments of  
12 \$3,500,000 and \$1,000,000 wired into defendant's personal bank  
13 account and two payments of \$1,000,000 each wired into a WR bank  
14 account by Sri Lanka for services rendered in accordance with the Sri  
15 Lanka-WR contract. These amounts, less any unclaimed business  
16 expenses, should have flowed through to defendant's tax return as  
17 business income. As a result, Mr. Zuberi owed substantially more  
18 federal income tax for the 2014 calendar year than was declared due  
19 on his income tax return for 2014.

20 When defendant caused the tax return to be electronically filed, he  
21 knew that the Sri Lankan wire transfers were not included in the  
22 information provided to the tax return preparer to prepare the return  
23 and, as a result, that more tax was owed than was declared due on his  
24 income tax return. By filing this false return, defendant attempted  
25 to evade and defeat this additional tax and he did so willfully, in  
26 that he knew federal tax law required that he file accurate tax  
27 returns and report accurate tax due amounts, and he intentionally and  
28 voluntarily caused the filing of a tax return that he knew contained  
understated tax due amounts.

Defendant received gross income in 2012 that required him to file an  
income tax return with the IRS. Defendant willfully failed to file a  
tax return for 2012 despite knowing of his obligation to file.

Defendant knowingly and willfully attempted to evade and defeat an  
income tax by providing inaccurate numbers to his tax return preparer  
for 2013 and 2015 that resulted in a substantial income tax due and

1 owing from the defendant in addition to that declared in his income  
2 tax return.

3 The total amount of tax loss for the 2012 through 2015 tax years is  
4 between \$3.5 million and \$9.5 million.

5 FECA Violations

6  
7 During the calendar year 2015, defendant knowingly and willfully (a)  
8 made contributions in the names of other individuals, (b) reimbursed  
9 contributions made by other individuals, and (c) received  
10 reimbursements from other individuals for contributions he made in an  
11 amount aggregating \$25,000 and more, in connection with federal  
12 elections.

13 Defendant knowingly and willfully made campaign contributions in the  
14 name of other individuals by making online contributions with credit  
15 cards belonging to himself and his spouse. Defendant knew that the  
16 names of the other individuals were not the true sources of the money  
17 used for the contributions because he used his own money as the whole  
18 or partial source of those contributions. Defendant also knew that  
19 it was unlawful to make these contributions in the names of other  
20 individuals using his own money.

21 Defendant knowingly and willfully solicited and reimbursed conduit  
22 contributors for campaign contributions they had made. Defendant  
23 knew that it was unlawful to make conduit contributions or reimburse  
24 the contributions of others.

25 Defendant knowingly and willfully solicited and accepted  
26 reimbursements from other individuals for campaign contributions  
27 defendant ZUBERI had made.

28 From 2012 through 2016, defendant made or solicited more than  
\$250,000 but less than \$1,500,000 in campaign contributions in  
violation of the Federal Election Campaign Act.