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10 Attorneys for Applicant
11 UNITED STATES OF AMERICA

12 UNITED STATES DISTRICT COURT
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,

No.

15 Plaintiff,

DEFERRED PROSECUTION
AGREEMENT

16 v.

17 GILBERT CHAGOURY,

18 Defendant.

19
20
21 **I. INTRODUCTION**

22 1. This Deferred Prosecution Agreement (the "DPA") is entered
23 into between the United States Attorney's Office for the Central
24 District of California ("USAO") and defendant Gilbert Chagoury
25 ("defendant Chagoury"). This DPA is entered into only on behalf of
26 the USAO and cannot bind any other federal, state, local or foreign
27 prosecuting, enforcement, administrative, or regulatory authorities.
28 The USAO has also disclosed in writing to defendant Chagoury's

1 counsel its current knowledge regarding any pending investigations
2 of or actions against defendant Chagoury (if any), as well as any
3 and all conduct beyond that described in Paragraph 2 below (if any)
4 that could give rise to any investigations of or actions against
5 defendant Chagoury. This knowledge is limited to that possessed by
6 the United States Attorney's Office in the Central District of
7 California only and no further searches were made beyond this USAO,
8 except as provided in writing to defendant Chagoury's counsel.

9 2. This DPA is entered into to resolve the USAO's criminal
10 investigation of defendant Chagoury's role and conduct regarding
11 alleged violations of federal election contribution laws between
12 June 2012 and March 2016 (the "Investigation").

13 **II. CRIMINAL INFORMATION AND ACCEPTANCE OF RESPONSIBILITY**

14 3. Defendant Chagoury consents and agrees to the USAO filing
15 in the United States District Court for the Central District of
16 California, an Information in the form attached as Exhibit A that
17 charges defendant Chagoury, in Count One, with causing federal
18 election campaign contributions exceeding \$25,000 to be made in a
19 single year as a foreign national, in violation of 52 U.S.C.
20 §§ 30109(d)(1)(A), 30121(a)(1)(A) and, in Count Two, causing federal
21 election campaign contributions to be made in the name of another
22 (conduit contributions), in violation of 52 U.S.C.
23 §§ 30109(d)(1)(A), 30122. In connection with his agreement to the
24 filing of the Information, defendant Chagoury, having been fully
25 advised by his counsel, knowingly and voluntarily:

26 a. Waives his right to indictment on this charge, as
27 well as all rights to a speedy trial pursuant to the Sixth Amendment
28 to the United States Constitution, Title 18, United States Code,

1 Section 3161, and Federal Rule of Criminal Procedure 48(b), and
2 agrees to reaffirm these waivers at his initial appearance before
3 the court on the Information, if an initial appearance is necessary
4 pursuant to Paragraph 3(e);

5 b. Waives, relinquishes, and gives up: (i) any right
6 that defendant Chagoury might have not to be prosecuted for the
7 offenses charged in the Information because of the expiration of the
8 statute of limitations for those offenses prior to the filing of the
9 Information; and (ii) any defense, claim, or argument defendant
10 Chagoury could raise or assert that prosecution of the offenses
11 charged in the Information is barred by the expiration of the
12 applicable statute of limitations, pre-indictment delay, post-
13 indictment delay, or any speedy trial violation;

14 c. Waives, for purposes of the charges in the
15 Information and any other charges that may be filed against
16 defendant Chagoury following a finding by the Court of breach under
17 Paragraph 19 below (a "Breach") and arising out of the conduct
18 described in the Statement of Facts attached as Exhibit B
19 ("Statement of Facts"), any objection with respect to venue in the
20 Central District of California;

21 d. Following a Breach, and only following a Breach,
22 defendant Chagoury agrees to accept service, through counsel
23 reflected in this agreement, of a summons to make an initial
24 appearance on the Information before the United States Magistrate
25 Court, Central District of California, located in the Roybal Federal
26 Building and United States Courthouse, 3rd Floor, 255 E. Temple
27 Street, Los Angeles, California, on a date and time to be agreed
28 upon by the parties to this agreement, but no earlier than 30 days

1 following a Breach and no later than 90 days after a Breach (absent
2 a Breach, defendant Chagoury is not required to accept service of a
3 summons to appear on the Information in any court of the United
4 States);

5 e. Following a Breach, and only following a Breach,
6 defendant Chagoury agrees to make an initial appearance on the
7 Information as specified in the summons (absent a Breach, defendant
8 Chagoury is not required to accept service of a summons to appear in
9 any court of the United States); and

10 f. By entering into this DPA, and by consenting to the
11 filing of the Information in this matter, defendant Chagoury does
12 not consent to the jurisdiction of the United States in any other
13 matter and reserves his right to assert any defense, claim, or
14 argument to any matter other than the Information described in
15 Paragraph 3.

16 4. Defendant Chagoury acknowledges and agrees that he is
17 responsible under United States law for the acts charged in the
18 Information and set forth in the Statement of Facts, and that the
19 facts described in the Statement of Facts are true and correct.
20 Should the USAO pursue the prosecution that is deferred by this DPA
21 following a Breach, defendant Chagoury stipulates to the
22 admissibility of the Statement of Facts in any proceeding, including
23 any trial, guilty plea, or sentencing proceeding involving the
24 charges in the Information or based on the Statement of Facts, and
25 agrees not to contradict anything in the Statement of Facts at any
26 such proceeding. Defendant Chagoury's entry into this DPA does not
27 constitute an admission that he is guilty of the offenses charged in
28 the Information. In the event that the USAO offers the Statement of

1 Facts in any such proceedings, defendant Chagoury agrees that he
2 will not challenge the admissibility or accuracy of the Statement of
3 Facts, but reserves the right to make any other argument relating to
4 the Statement of Facts.

5 **III. EFFECTIVE DATE OF AGREEMENT**

6 5. This agreement is effective upon signature and execution
7 of all required certifications by defendant Chagoury, defendant
8 Chagoury's counsel, and an Assistant United States Attorney (the
9 "Initial Effective Date").

10 **IV. TERM OF THE DPA**

11 6. This DPA is effective for a period beginning on the
12 Initial Effective Date and ending one year from the Initial
13 Effective Date (the "Term"). Defendant Chagoury agrees, however,
14 that, in the event of a Breach by defendant, then an extension or
15 extensions of the Term of up to six months may be imposed by the
16 USAO, without prejudice to the USAO's right to proceed as provided
17 in Paragraphs 18-21 below. Any extension of the Term extends all
18 terms of this DPA, including the terms and conditions of the
19 requirements in Paragraphs 8-10, for an equivalent period.

20 **V. RELEVANT CONSIDERATIONS**

21 7. The USAO enters into this DPA based on the individual
22 facts and circumstances presented by this case and by defendant
23 Chagoury. Among the factors considered were the following:
24 (a) defendant Chagoury's unique assistance to the United States
25 government; (b) defendant Chagoury's payment of the fine set forth
26 below; (c) defendant Chagoury's willingness to acknowledge and
27 accept responsibility for the actions charged in the Information
28 that are set forth in the Statement of Facts; (d) defendant

1 Chagoury's residence outside of the United States; (e) defendant
2 Chagoury's personal mitigating factors; (f) the nature and
3 seriousness of the offense conduct; and (g) the legal and factual
4 defenses presented on behalf of defendant Chagoury.

5 **VI. CONDITIONS OF DEFERRED PROSECUTION**

6 8. During the Term, defendant Chagoury agrees to comply with
7 the following conditions:

8 a. To pay a fine to the United States in the amount of
9 \$1,800,000. The fine will be paid in full within sixty (60) days of
10 the Initial Effective Date of the DPA. The fine will be paid by
11 certified check, business check, or money order made payable to
12 "Clerk, U.S. District Court" and will identify the case name and
13 number on the "memo" line. The payment can be provided to the USAO
14 for conveyance to the district court or delivered directly to the
15 United States District Court - Fiscal Department, 255 East Temple
16 Street, Room 1178, Los Angeles, CA 90012, with proof of same
17 provided to the USAO;

18 b. Defendant Chagoury agrees to assist the United States
19 by providing an interview, or interviews, as provided in Paragraph
20 8(e) below, and by responding truthfully and completely to the
21 questions that may be put to him during that interview (or
22 interviews), as well as any testimony that may be required under
23 Paragraph 9;

24 c. Not to violate any United States law (federal, state
25 or local), with the exception of minor offenses that would be
26 excluded for sentencing purposes under United States Sentencing
27 Guidelines § 4A1.2(c);

28

1 d. To advise the USAO within 48 hours if arrested for a
2 violation of United States criminal law, other than in connection
3 with minor offenses that would be excluded for sentencing purposes
4 under United States Sentencing Guidelines § 4A1.2(c); and

5 e. To participate in an in-person interview with
6 representatives from the USAO, Federal Bureau of Investigation
7 ("FBI"), and other government representatives selected at the
8 discretion of the USAO, at the office of O'Melveny & Myers, LLP in
9 London, England (or other location upon mutual agreement by the
10 parties to the Agreement). The interview will occur on a date
11 agreed to by the parties within 120 days of the date that the DPA
12 becomes effective, unless the parties mutually agree that the
13 interview should take place later in the Term. Subject to any
14 applicable privilege, during the course of the interview(s) or
15 shortly thereafter, defendant Chagoury shall produce to the
16 government any requested documents, including communications, that
17 are in his possession, custody, or control, regardless of where such
18 documents are held, that may be necessary to refresh his
19 recollection, test the accuracy or veracity of his statements during
20 the interview, or to otherwise support the information provided by
21 defendant Chagoury during the interview. The USAO and defendant
22 Chagoury agree that this obligation to provide documents does not
23 authorize burdensome document demands irrelevant to the subjects of
24 the interview(s), nor is it the intention of the parties for this
25 provision to authorize open-ended discovery or demands for documents
26 from the control of companies owned or controlled by defendant
27 Chagoury or for documents solely related to either defendant
28 Chagoury's personal matters or finances. Any additional in-person

1 interviews will be at the discretion of the USAO during the Term and
2 upon notice from the USAO to his counsel, and such interview or
3 interviews will be scheduled at a mutually-agreeable time and date
4 at the office of O'Melveny & Myers, LLP in London, England (or other
5 location on mutual agreement by the parties). No later than twenty
6 one (21) days in advance of each interview, the government will
7 provide defendant Chagoury's counsel a written list of the
8 participants for each interview and a non-exhaustive written list of
9 agenda items for each interview.

10 9. In the event that the USAO requires any testimony from
11 defendant Chagoury following his interview(s), defendant Chagoury
12 will provide such testimony at a mutually-agreeable location outside
13 of the United States in accordance with Rule of Criminal Procedure
14 15 as well as the applicable laws, rules, and regulations of the
15 country and jurisdiction where such testimony is to be provided.

16 10. Thirty (30) days prior to the end of the Term, defendant
17 Chagoury will provide to the USAO a certification signed by himself
18 and counsel stating that he has met the conditions set forth in
19 Paragraph 8 of this DPA. Such certification will be deemed a
20 material statement and representation by defendant Chagoury to the
21 executive branch of the United States for purposes of 18 U.S.C.
22 § 1001 (false statement to federal agency) and 18 U.S.C. § 1505
23 (obstruction of federal proceeding), and it will be deemed to have
24 been made in the Central District of California.

25 **VII. CONDITIONAL RELEASE FROM LIABILITY**

26 11. Nothing in this DPA shall preclude or limit the USAO or
27 any government entity from bringing a criminal prosecution against
28 defendant Chagoury for making false statements, obstruction of

1 justice, perjury, subornation of perjury, witness tampering, or
2 aiding and abetting or conspiring to commit such offenses, based on
3 defendant Chagoury's conduct in performing obligations under this
4 DPA, including information provided pursuant to defendant Chagoury's
5 interview(s) or testimony. Further, the USAO may use any
6 information related to the conduct described in the Statement of
7 Facts against defendant Chagoury: (a) in a prosecution for perjury
8 or obstruction of justice; or (b) in a prosecution for making a
9 false statement.

10 12. The USAO agrees that, absent a Breach, it will not
11 prosecute defendant Chagoury for any conduct, other than the charges
12 in the Information (which are addressed in Paragraph 17 below) or
13 related to the conduct described in the Statement of Facts. This
14 DPA does not provide any protection against prosecution by the USAO
15 for conduct that is not expressly referenced in the Information or
16 the Statement of Facts. The USAO further represents that, as of the
17 Initial Effective Date, it has not obtained an arrest warrant or red
18 notice for defendant Chagoury, nor is it aware of any pending arrest
19 warrant or red notice for defendant Chagoury from any other
20 jurisdiction. Absent a Breach or commission of new criminal conduct
21 (as set forth in Paragraph 8(c)), during the Term the USAO will not
22 seek to have defendant Chagoury placed in custody, arrested,
23 detained, or served with process, including but not limited to
24 impeding any travel by defendant Chagoury to or from the United
25 Kingdom for the interview(s) described in Paragraph 8(e).

26 13. This DPA does not provide any protection against
27 prosecution by the USAO for any future conduct by defendant
28 Chagoury.

1 14. Nothing in this DPA in any way limits the USAO's ability
2 to use any information related to the conduct described in the
3 Information or the Statement of Facts in any prosecution or other
4 action not specifically precluded by this DPA.

5 15. Absent a Breach, with respect to any prosecution that may
6 be brought against defendant Chagoury by the USAO, the USAO will not
7 offer in evidence in its case-in-chief any statements made by
8 defendant Chagoury during the interview(s), the statements in the
9 Statement of Facts, or any testimony from defendant Chagoury
10 pursuant to the DPA.

11 16. Notwithstanding paragraph 15 above, the USAO may: (a) use
12 all information derived directly or indirectly from defendant
13 Chagoury's interview(s) or testimony for the purpose of obtaining
14 and pursuing leads to other evidence, which evidence may be used for
15 any purpose, including any prosecution of defendant Chagoury; and
16 (b) use statements made by defendant Chagoury pursuant to his
17 interview(s) or testimony and all evidence obtained directly or
18 indirectly from those statements for the purpose of cross-
19 examination should defendant Chagoury testify, or to refute or
20 counter at any stage of a criminal proceeding any evidence,
21 argument, statement or representation offered by or on behalf of
22 defendant Chagoury in connection with any proceeding.

23 **VIII. DEFERRED PROSECUTION**

24 17. In consideration of defendant Chagoury's agreement to the
25 terms set forth in paragraphs 3, 4, 8, 9, and 10 above, the USAO
26 agrees that any prosecution of defendant Chagoury for the conduct
27 set forth in the Information and Statement of Facts will, subject to
28 the breach provisions in Paragraph 18-21, be deferred for the Term.

1 Absent a Breach, when the Term has expired, the USAO will move the
2 Court to dismiss the Information with prejudice.

3 **IX. BREACH OF THE AGREEMENT**

4 18. Defendant Chagoury agrees that if, during the Term, he
5 (a) knowingly and deliberately provides in connection with this DPA
6 false or misleading information regarding a material fact;
7 (b) knowingly fails to materially fulfill the obligations set forth
8 in Paragraphs 3, 4, 8, 9, 10, and 25 of this DPA; or (c) otherwise
9 materially fails specifically to perform or to fulfill completely
10 any of defendant Chagoury's obligations under this DPA, the USAO
11 may, in its discretion, subject to the procedural requirements of
12 Paragraph 19 below, seek from the Court a finding that defendant has
13 knowingly and materially breached a provision of this DPA. Counsel
14 for defendant Chagoury will be provided notice of any motion to the
15 Court seeking a finding of breach and have an opportunity to respond
16 to such a motion. Upon such a finding by the Court, defendant
17 Chagoury shall thereafter be subject to prosecution for any federal
18 criminal violation of which the USAO has knowledge, including, but
19 not limited to, the charges in the Information described in
20 paragraph 3.

21 19. In the event the USAO determines that defendant Chagoury
22 has knowingly and materially breached a provision of this DPA, the
23 USAO agrees to provide defendant Chagoury (via his undersigned
24 counsel) with written notice of the conduct constituting such
25 breach. Within thirty (30) days of receipt of such notice,
26 defendant Chagoury shall have the opportunity to respond to the USAO
27 in writing to explain the nature and circumstances of the conduct
28 underlying the alleged breach, as well as the actions defendant

1 Chagoury has taken to address and remediate the situation, which
2 explanation the USAO shall consider in determining whether to seek
3 from the Court a finding that defendant Chagoury has breached this
4 DPA. A final determination that a material breach has occurred may
5 be made only upon a finding by the Court, based on a preponderance
6 of evidence, that defendant Chagoury knowingly and materially
7 breached the DPA, after notice to defendant Chagoury and his counsel
8 and an opportunity to be heard by the Court.

9 20. In the event that the Court determines that defendant
10 Chagoury has breached this DPA and the USAO determines to pursue
11 prosecution of defendant Chagoury for the charges in the
12 Information, then: (a) all statements made by or on behalf of
13 defendant Chagoury to the USAO or to the Court, including the
14 Statement of Facts, during his defendant Chagoury's interview(s), or
15 any testimony pursuant to Paragraph 9 of the DPA, and any evidence
16 derived from such statements, shall be admissible against defendant
17 Chagoury in any criminal prosecution brought by the United States
18 against defendant Chagoury; (b) defendant Chagoury waives, gives up,
19 and shall not assert any claim under the United States Constitution,
20 any statute, Rule 11(f) of the Federal Rules of Criminal Procedure,
21 Rule 410 of the Federal Rules of Evidence, or any other federal rule
22 that any statements made by or on behalf of defendant Chagoury prior
23 or subsequent to this DPA, including the Statement of Facts or
24 statements made during defendant Chagoury's interview(s), or any
25 evidence derived therefrom, should be suppressed or is inadmissible,
26 in a prosecution by the United States against defendant Chagoury;
27 (c) defendant Chagoury agrees that any applicable statute of
28 limitations for the charges in the Information is tolled between the

1 date of his signing of this DPA and the date 60 days after the
2 Court's finding that defendant Chagoury has breached this agreement;
3 and (d) defendant Chagoury remains bound by all other waivers
4 expressly made as part of this agreement. Nothing herein shall
5 preclude defendant Chagoury from asserting a defense based on the
6 expiration of the statute of limitations prior to or on the date the
7 DPA is signed to the extent defendant Chagoury did not previously
8 waive any such applicable statute of limitations period pursuant to
9 a tolling agreement and extensions previously entered into by the
10 parties.

11 21. Defendant Chagoury acknowledges that the USAO has made no
12 representations, assurances, or promises concerning what sentence
13 may be imposed by the Court if defendant Chagoury breaches this DPA,
14 the USAO follows through with prosecution, and this matter proceeds
15 to judgment. Defendant Chagoury further acknowledges that any such
16 sentence is solely within the discretion of the Court and that
17 nothing in this DPA binds or restricts the Court in the exercise of
18 such discretion.

19 **X. PUBLIC FILINGS AND STATEMENTS**

20 22. Defendant Chagoury and the USAO agree that the Information
21 and DPA (and its exhibits) shall be filed in the United States
22 District Court for the Central District of California before the
23 expiration of the Term.

24 23. Absent a Court finding of Breach, the USAO agrees not to
25 file the Information and DPA prior to 90 days after the Initial
26 Effective Date.

1 24. The USAO agrees to provide defendant Chagoury notice of
2 its intent to file the Information and DPA at least ten (10)
3 business days prior to filing the Information and DPA.

4 25. Defendant Chagoury expressly agrees that he shall not,
5 either himself or through present or future attorneys, agents, or
6 any other person authorized to speak for defendant Chagoury, make
7 any public statement, in litigation or otherwise, contradicting the
8 facts set forth in the Statement of Facts. Any material
9 contradictory statement by defendant Chagoury, or directed or
10 knowingly caused by him, regarding a fact in the Statement of Facts
11 shall, subject to cure rights of defendant Chagoury described below,
12 constitute a Breach of this DPA, and the USAO may thereafter seek a
13 finding from the Court of Breach. If the Court finds a knowing,
14 material Breach, the USAO may then seek prosecution as set forth in
15 Paragraphs 18-21 of this DPA. The decision whether any public
16 statement by defendant Chagoury's counsel, agent, or other person
17 authorized to act on his behalf, materially contradicting a fact
18 contained in the Statement of Facts will be imputed to defendant
19 Chagoury for the purpose of determining whether he has breached this
20 DPA shall be subject to a finding by the Court, based on a
21 preponderance of the evidence, after notice to defendant Chagoury
22 and his counsel and opportunity for a hearing on the alleged breach.
23 If the Court finds that a public statement by any such person
24 materially contradicts in whole or in part a statement contained in
25 the Statement of Facts, defendant Chagoury may avoid a Breach of
26 this DPA by publicly repudiating such statement(s) within five
27 business days after the Court's finding. Defendant Chagoury shall
28 be permitted to raise defenses and to assert affirmative claims in

1 other proceedings relating to the matters set forth in the Statement
2 of Facts provided that such defenses and claims do not materially
3 contradict, in whole or in part, a statement contained in the
4 Statement of Facts or made during defendant's interview(s). The
5 parties understand defendant Chagoury's claimed motive for the
6 conduct in the Factual Statement and agree that statements
7 reflecting this claimed motive do not contradict the Factual
8 Statement and will not, in themselves, constitute a Breach.

9 **XI. MISCELLANEOUS PROVISIONS**

10 26. Any notice or report to the USAO under this DPA shall be
11 given by personal delivery, overnight delivery by a recognized
12 delivery service, or registered or certified mail, addressed to:

13 Mack E. Jenkins or
14 Chief, Public Corruption and Civil Rights Section
15 United States Attorney's Office, Central District of California
16 312 N. Spring Street, 15th Floor
17 Los Angeles, CA 90012

18 A confirming email that any notice or report has been mailed under
19 this DPA shall be sent to mack.jenkins@usdoj.gov and/or
20 aron.ketchel@usdoj.gov when such mailing is made. Notice shall be
21 effective upon actual receipt by the USAO.

22 27. This DPA may be executed in one or more counterparts, each
23 of which shall be considered effective as an original signature.
24 Further, all facsimile and digital images of signatures shall be
25 treated as originals for all purposes.

26 28. This DPA is covered by the laws of the United States. The
27 USAO and defendant Chagoury agree that exclusive jurisdiction and
28 venue for any dispute arising under this DPA is in the United States
District Court for the Central District of California.

1 29. This DPA sets forth all the terms of the agreement between
2 defendant Chagoury and the USAO. Defendant Chagoury understands and
3 agrees that, except as set forth in this DPA and its exhibits, there
4 are no promises, understandings, or agreements between the USAO and
5 defendant Chagoury or his attorneys and that no amendments,
6 modifications or additions to this DPA or its exhibits shall be
7 valid unless they are in writing and signed by the USAO, an attorney
8 for defendant Chagoury, and defendant Chagoury.

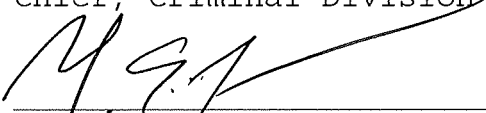
9 **AGREED AND ACCEPTED**

10 Dated: 10/20/19

Respectfully submitted,


NICOLA T. HANNA
United States Attorney

BRANDON D. FOX
Assistant United States Attorney
Chief, Criminal Division



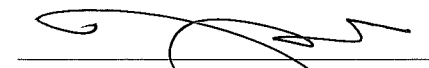
MACK E. JENKINS
ARON KETCHEL
Assistant United States Attorneys

Attorneys for Plaintiff
UNITED STATES OF AMERICA



GILBERT CHAGOURY
Defendant

10.20.2019
Date




DANIEL M. PETROCELLI
JAMES A. BOWMAN
O'Melveny & Myers LLP

10/20/2019
Date

STEWART A. BAKER
Steptoe & Johnson LLP
Counsel for GILBERT CHAGOURY

Acknowledgment by Gilbert Chagoury


1 I have read this DPA and its exhibits in their entirety. I
2 have had enough time to review and consider this DPA and its
3 exhibits and I have carefully and thoroughly discussed every part of
4 it with my attorneys. I understand the terms of this DPA, and I
5 voluntarily agree to those terms. I have discussed the evidence
6 with my attorney, and my attorney has advised me of my rights, of
7 possible criminal charges that might be filed, of possible defenses
8 that might be asserted either prior to or at trial, and of the
9 consequences of entering into this DPA. No promises, inducements,
10 or representations of any kind have been made to me other than those
11 contained in the DPA and its exhibits. No one has threatened or
12 forced me in any way to enter into the DPA. I am satisfied with the
13 representation of my attorneys in this matter, and I am entering
14 into the DPA because I wish to take advantage of the promises and
15 representations set forth in this DPA and its exhibits, and not for
16 any other reason.

17
18 
19 GILBERT CHAGOURY
20 Defendant

10.10.2019
Date

Acknowledgment by Counsel

1 I am Gilbert Chagoury's attorney. I have carefully and
2 thoroughly discussed every part of this DPA with my client.
3 Further, I have fully advised my client of his rights, of possible
4 criminal charges that might be filed, of possible defenses that
5 might be asserted either prior to or at trial, and of the
6 consequences of entering into this DPA. To my knowledge (1) no
7 promises, inducements, or representations of any kind have been made
8 to my client other than those contained in this DPA and its
9 exhibits; (2) no one has threatened or forced my client in any way
10 to enter into the DPA and the Settlement Agreement; and (3) my
11 client's decision to enter into the DPA is an informed and voluntary
12 one.
13

14
15 
16 DANIEL M. PETROCELLI
17 JAMES A. BOWMAN
O'Melveny & Myers LLP

10/20/2019
Date

18
19 STEWART A. BAKER
Steptoe & Johnson LLP

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21 Counsel for GILBERT CHAGOURY
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EXHIBIT A

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

GILBERT RAMEZ CHAGOURY,

Defendant.

CR No.

I N F O R M A T I O N

[52 U.S.C. §§ 30121(a)(1)(A),
30109(d)(1)(A): Campaign
Contribution by Foreign National;
52 U.S.C. §§ 30122,
30109(d)(1)(A): Conduit Campaign
Contribution]

The Acting United States Attorney charges:

COUNT ONE

[52 U.S.C. §§ 30121(a)(1)(A), 30109(d)(1)(A); 18 U.S.C. § 2(a), (b)]

In the following calendar years, in Los Angeles County, within the Central District of California, and elsewhere, defendant GILBERT RAMEZ CHAGOURY, a foreign national, while aiding and abetting those known and unknown to the Acting United States Attorney, knowingly and willfully violated the Federal Election Campaign Act by making, and causing to be made, the following federal election campaign contributions exceeding \$25,000 in a single calendar year:

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Calendar Year	Campaign	Total Amount of Contributions
2012	Federal Candidate A Fund	\$100,000
2014	Federal Candidate B Fund	\$20,000
2014	Federal Candidate C Fund	\$30,000
2016	Federal Candidate D Fund	\$30,000

COUNT TWO

[52 U.S.C. §§ 30122, 30109(d) (1) (A); 18 U.S.C. § 2(a), (b)]

On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendant GILBERT RAMEZ CHAGOURY, while aiding and abetting those known and unknown to the Acting United States Attorney, knowingly and willfully violated the Federal Election Campaign Act by making, and causing to be made, the following federal election campaign contributions in the name of another exceeding \$25,000 in a single calendar year. More specifically, defendant CHAGOURY provided money to be used to contribute to U.S. federal election campaign committees to persons known and unknown to the Acting United States Attorney and those persons, in turn, provided defendant CHAGOURY's funds to individuals who made the following contributions to federal campaign committees, which were fully reimbursed with defendant CHAGOURY's funds:

Date	Campaign	Conduit Contributor	Amount
9/4/12	Federal Candidate A Fund	EA	\$45,000
9/4/12	Federal Candidate A Fund	EA	\$5,000
9/6/12	Federal Candidate A Fund	JF	\$25,000
9/6/12	Federal Candidate A Fund	MF	\$25,000
9/3/14	Federal Candidate B Fund	OA	\$2,600
9/3/14	Federal Candidate B Fund	NA	\$2,600
9/3/14	Federal Candidate B Fund	EA	\$2,600
9/3/14	Federal Candidate B Fund	LZ	\$2,200
9/28/14	Federal Candidate C Fund	EA	\$15,000
9/28/14	Federal Candidate C Fund	MA	\$15,000
3/12/16	Federal Candidate D Fund	EA	\$5,400

1	3/12/16	Federal Candidate D Fund	MA	\$4,600
2	3/12/16	Federal Candidate D Fund	JA	\$5,400
3	3/12/16	Federal Candidate D Fund	AA	\$5,400
4	3/12/16	Federal Candidate D Fund	AA	\$2,600
5	3/12/16	Federal Candidate D Fund	BA	\$2,600
6	3/12/16	Federal Candidate D Fund	TA	\$1,600
7	3/12/16	Federal Candidate D Fund	CF	\$2,600

10 TRACY L. WILKISON
11 Acting United States Attorney

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13 BRANDON D. FOX
14 Assistant United States Attorney
15 Chief, Criminal Division

16 MACK E. JENKINS
17 Assistant United States Attorney
18 Chief, Public Corruption and Civil
19 Rights Section

20 ARON KETCHEL
21 Assistant United States Attorney
22 Public Corruption and Civil Rights
23 Section

EXHIBIT B

Beginning in or around June 2012 and continuing through in or around March 2016, GILBERT CHAGOURY ("CHAGOURY"), with the assistance of Toufic Baaklini, Joseph Arsan, Individual H, and others, provided approximately \$180,000 to individuals in the United States that was used to make donations to candidates in United States elections. CHAGOURY knew these funds were used to make contributions to these candidates and, as a result, he violated United States laws by (i) causing federal election campaign contributions exceeding \$25,000 to be made in a single year as a foreign national, in violation of 52 U.S.C. §§ 30109(d) (1) (A), 30121(a) (1) (A); and (iii) causing federal election campaign contributions to be made in the name of another (conduit contributions), in violation of 52 U.S.C. §§ 30109(d) (1) (A), 30122.

At all times relevant to this factual statement, CHAGOURY was a "foreign national" within the meaning of 52 U.S.C. § 30121(b) and was therefore prohibited from making donations and contributions directly or indirectly in support of any candidate for elective office in the United States.

In the summer of 2012, CHAGOURY agreed to use \$100,000 of his money to contribute through other individuals to a fundraising committee of a then-Presidential candidate (the "Candidate A Fund"). CHAGOURY discussed and agreed with Individual H that Individual H would arrange to have a total of

\$100,000 contributed to the Campaign A Fund and that CHAGOURY would reimburse the \$100,000 contributed to the Campaign A Fund. Individual H made a \$45,000 contribution to the Campaign A Fund on September 4, 2012, and a \$5,000 contribution to the Campaign A Fund on September 6, 2012. CHAGOURY reimbursed Individual H \$50,000 in October 2012. Individual H also recruited Individual I to make a contribution to the Campaign A Fund. Individual I arranged for a \$50,000 contribution to be made to the Campaign A Fund on September 4, 2012, and CHAGOURY reimbursed Individual I in or around September 2012.

In August 2014, CHAGOURY met with Individual H and CHAGOURY expressed to Individual H his interest in contributing to U.S. politicians who share a common cause with CHAGOURY. Individual H suggested that CHAGOURY contribute to U.S. politicians from less-populous states because the contribution would be more noticeable to the politician and thereby would promote increased donor access to the politician. CHAGOURY then directed Individual H to contribute \$20,000 to such a politician and agreed to reimburse the \$20,000 in political contributions. Individual H arranged for multiple individuals to contribute to the re-election campaign of a then-U.S. Representative ("Candidate B") in and around August 2014. On or around September 25, 2014, CHAGOURY, with the assistance of Arsan, directed that a wire transfer in the amount of \$20,000 be made

to Individual H and falsely indicated on the wire information form that the funds were for an "engagement gift," when CHAGOURY knew that the funds were sent to reimburse Individual H for Individual H and others making political contributions to Candidate B.

In September 2014, CHAGOURY agreed with Individual H to have Individual H contribute \$30,000 to the fundraising committee for a then-U.S. Representative (the "Candidate C Fund") and CHAGOURY agreed to reimburse Individual H the \$30,000 in political contributions to the Candidate C Fund. CHAGOURY met with Individual H at a conference in Washington, D.C. in September 2014, and suggested to Individual H that Individual H (i) host a political fundraiser for Candidate C; and (ii) to contribute \$30,000 to the Candidate C Fund, which CHAGOURY stated he would reimburse to Individual H. On September 28, 2014, Individual H contributed \$30,000 to the Candidate C Fund. On October 21, 2014, CHAGOURY, with the assistance with Arsan, wired \$30,000 to Individual H and falsely indicated on the wire information form that the funds were for a "wedding gift," when CHAGOURY knew that the funds were sent to reimburse Individual H for making a political contribution to the Candidate C Fund.

In January 2016, CHAGOURY agreed with Individual H to have Individual H arrange for \$30,000 of CHAGOURY's money contributed through other individuals to the re-election campaign of a U.S.

Representative ("Candidate D"). CHAGOURY arranged for \$30,000 to be delivered to Baaklini, which Baaklini understood would be used to fund conduit campaign donations. Baaklini then provided the \$30,000 in cash to Individual H in order to contribute the money to Candidate D's campaign. Baaklini provided the \$30,000 in cash from CHAGOURY to Individual H at a restaurant in Los Angeles, California in January 2016. After receiving the money from CHAGOURY, Individual H, as well as other individuals Individual H recruited, made campaign contributions to Candidate D's campaign fund in February 2016 exceeding \$30,000.

During the course of events described above, CHAGOURY knew that it was illegal both for him to contribute to candidates for elective office in the U.S. and to make contributions in the name of other individuals.