

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA

No. 18-CR-120 (TSC)

v.

JALIYA CHITRAN WICKRAMASURIYA,

Defendant.

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FILED

APR - 1 2022

Clerk, U.S. District and
Bankruptcy Courts

STATEMENT OF OFFENSE

Pursuant to Fed. R. Cr. P. 11, defendant JALIYA CHITRAN WICKRAMASURIYA

(hereinafter “WICKRAMASURIYA” or “defendant”), agrees and stipulates as follows:

I. CONSPIRACY TO COMMIT WIRE FRAUD

Introduction

At all times relevant to this offense:

1. The defendant served as Ambassador from the Democratic Socialist Republic of Sri Lanka (“Sri Lanka”) to the United States.
2. Between in or about 2000 and 2012, the Sri Lankan embassy was located at 2148, Wyoming Ave., N.W., Washington D.C., 20008.
3. In 2012, the defendant was involved in selecting 3025 Whitehaven St., N.W., Washington, D.C. 20008 as the location for the new embassy.
4. In 2013, the defendant caused official funds from Sri Lanka to be wired to a HSBC bank account in Washington, D.C., which were used to purchase the new embassy.
5. “Embassy Consultant” was a lawyer and consultant who was an associate of the defendant and who owned and operated “Embassy Consultant Company A” and “Embassy Consultant Company B.” Embassy Consultant Company A and Embassy Consultant Company B played no official role in the purchase of the embassy.

6. “Embassy Realtor” worked for “Buyer’s Real Estate Company,” which acted as the realtor for the government of Sri Lanka in the embassy purchase.

7. “Seller’s Real Estate Company” was the real estate company that represented the sellers of 3025 Whitehaven Street, N.W.

8. “Closing Attorney” acted as the closing attorney for the government of Sri Lanka when purchasing 3025 Whitehaven Street, N.W.

9. “Title Company,” was a title company that conducted the title check of 3025 Whitehaven Street, N.W. for the government of Sri Lanka.

10. “Sri Lankan Company” was incorporated in Sri Lanka. The Sri Lankan Company played no official role in the purchase of the embassy.

11. A HUD-1 settlement statement (“HUD-1 form”) was a standard form used to itemize services and fees charged as part of the purchase of real estate.

Financial Institutions and Accounts

12. HSBC was a financial institution, as defined in Title 18, United States Code, Sections 20 and 1956(c)(6).

13. The defendant was one of the signatories over an account in the name of the Embassy of the Republic of Sri Lanka at HSBC, with account number ending in 1229 (the “Sri Lankan Government Bank Account”).

The Scheme to Defraud

14. From in or around late-2012 to November 2013, the defendant, along with other conspirators, devised a scheme to defraud the government of Sri Lanka during the purchase of the Sri Lankan embassy by inflating the price of the real estate transaction and arranging for these additional funds to be provided by the government of Sri Lanka, thereby obtaining money by means of materially false and fraudulent pretenses, representations, and promises.

Manner and Means of the Scheme to Defraud

15. It was part of the scheme that:

Embassy Purchase

16. In or about October 2012, the Sri Lankan government decided to purchase the property at 3025 Whitehaven Street, N.W., which would act as the new Sri Lankan embassy in Washington, D.C.

17. The agreed-upon purchase price for the property at 3025 Whitehaven Street N.W., was \$6.25 million.

18. The government of Sri Lanka appropriated \$6.6 million for the purchase of the embassy. The HUD-1 form prepared for this sale referenced the following payments to be made from the funds provided by the government of Sri Lanka:

- a. \$187,500.00 commission payment to Seller's Real Estate Company;
- b. \$187,500.00 commission payment to Buyer's Real Estate Company; and
- c. \$332,027.35 payment which represented unaccounted for excess funds on the buyer's side of the form.

19. On or about January 12, 2013, the defendant prepared and signed a memorandum in which he instructed the Title Company and the Closing Attorney to disburse the unaccounted for \$332,027.35 in funds to two third parties: \$82,000 to Embassy Consultant Company A and \$250,000 to the Sri Lankan Company, both of which had no role in the real estate transaction.

20. On or about January 15, 2013, the defendant, using a non-embassy email account, emailed this memorandum, containing the disbursement instructions for the excess funds, to the Closing Attorney.

21. On or about January 16, 2013, the closing for the purchase of the embassy occurred in the Closing Attorney's Washington, D.C. office. The defendant did not attend the closing.

22. The HUD-1 form at closing referenced the following payments:
 - a. \$187,500.00 to Buyer's Real Estate Company;
 - b. \$187,500.00 to Seller's Real Estate Company;
 - c. \$82,027.35 to Embassy Consultant Company A; and
 - d. \$250,000.00 to Sri Lankan Company.
23. The disbursements to Buyer's Real Estate Company and Seller's Real Estate Company were legitimate commission payments to the respective realtors.
24. The disbursements to Embassy Consultant Company A and the Sri Lankan Company were not authorized by the government of Sri Lanka.
25. On or about January 17, 2013, the Title Company successfully wired \$82,027.35 to Embassy Consultant Company A.
26. On or about January 17, 2013, the Title Company attempted to wire \$250,000.00 to the Sri Lankan Company; however, the wire was unsuccessful because an intermediary bank rejected it.
27. On or about January 18, 2013, the Closing Attorney notified the defendant that the wire to Sri Lankan Company could not be processed.
28. On or about January 20, 2013, the defendant, using his personal email account, sent an email to the Closing Attorney that instructed the Closing Attorney to mail a check to Sri Lanka, for \$250,000.00, payable to the Sri Lankan Company.
29. On or about January 20, 2013, the Closing Attorney advised the defendant that the Title Company was more comfortable sending the check to the defendant in Sri Lanka, as opposed to sending the check directly to the Sri Lankan Company.
30. On or about January 20, 2013, the defendant, using his personal email account, responded to the Closing Attorney that, based on Title Company's request, the check should be mailed

to a particular address in Colombo, Sri Lanka.

31. Based on these instructions from the defendant, which were conveyed through the Closing Attorney, the Title Company sent a check in the amount of \$250,000 to the Sri Lankan Company at the Colombo, Sri Lanka address that the defendant provided.

32. The defendant's efforts to have the \$250,000.00 check cashed in Sri Lanka were not successful.

33. On or about March 19, 2013, the defendant, using his personal email account, told the Closing Attorney not to send any emails regarding the Sri Lankan Company to the defendant's official Sri Lankan government email account.

34. On or about March 20, 2013, the Title Company wired \$250,000.00 to the Sri Lankan Company's Sri Lankan bank account.

Defendant Replaced the Embezzled Funds

35. In or around October 2013, the defendant approached Embassy Realtor with a request for Embassy Realtor to receive a money transfer of approximately \$332,000. Based on prior communications that Embassy Realtor had with the defendant, Embassy Realtor assumed that this transfer was payment for a proposed renovation to the embassy, which needed to be changed from a residence to office space.

36. From October 21, 2013, through October 22, 2013, Embassy Realtor's bank account received the following wire transfers totaling \$332,000:

- a. October 21, 2013 - \$40,000.00 from a company in Sri Lanka. The note associated with this transfer stated: "Loan to Jaliya Wickramasuriya;"
- b. October 21, 2013 - \$125,000.00 from an acquaintance of the defendant;
- c. October 21, 2013 - \$32,000.00 from the defendant;
- d. October 21, 2013 - \$73,265.00 from Embassy Consultant Company A; and

e. October 21, 2013 - \$61,735.00 from Embassy Consultant Company B.

37. On or about October 22, 2013, the defendant told Embassy Realtor that the embassy needed the funds that Embassy Realtor had just received to be transferred to the Sri Lankan Government Bank Account.

38. On or about October 22, 2013, the Embassy Realtor had a cashier's check in the amount of \$332,027.35 issued to the Embassy of Sri Lanka. The defendant caused the cashier's check to be deposited into the Sri Lankan Government Bank Account.

39. On or about the dates set forth below, in the District of Columbia and elsewhere, the defendant, Jaliya Chitran Wickramasuriya, for the purpose of executing and attempting to execute the scheme described above, caused to be transmitted by means of wire communication in interstate commerce the signals and sounds described below:

On or About Date	Description
January 17, 2013	\$82,027.35 wire from Title Company Bank Account payable to Embassy Consultant Company A
January 17, 2013	\$250,000.00 attempted wire from the Title Company Bank Account payable to Sri Lankan Company.
March 20, 2013	\$250,000.00 wire from the Title Company Bank Account payable to Sri Lankan Company.

II. NO LOSS

40. As a result of the replacement of funds described above, there was no loss to the Sri Lankan Government or Embassy or any other party arising from the defendant's actions.

III. CONCLUSION

41. This proffer of evidence is not intended to constitute a complete statement of all facts known by the defendant or by the United States. The limited purpose of this proffer is to

demonstrate that there exists a sufficient legal basis for defendant's plea of guilty to the charged crimes.

42. The actions of the defendant, as recounted above, were in all respects knowing and deliberate and were not committed by mistake, accident, or other innocent reason.

Respectfully submitted,

MATTHEW M. GRAVES
UNITED STATES ATTORNEY
D.C. Bar No. 481052

By: _____

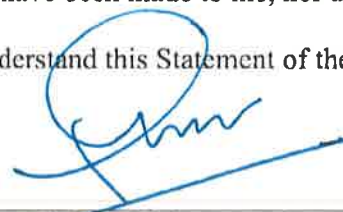

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Defendant's Acceptance

I have read this Statement of the Offense and carefully reviewed every part of it with my attorneys. I am fully satisfied with the legal services provided by my attorneys in connection with this Statement of the Offense and all matters relating to it. I fully understand this Statement of the Offense and voluntarily agree to it. No threats have been made to me, nor am I under the influence of anything that could impede my ability to understand this Statement of the Offense fully.

Date:

03/28/2022



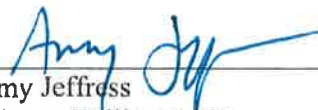
Jaliya Chitran Wickramasuriya
Defendant

Defense Counsel's Acknowledgment

We are Defendant Jaliya Chitran Wickramasuriya's attorneys. We have reviewed every part of this Statement of the Offense with him. It accurately and completely sets forth the Statement of the Offense agreed to by the defendant and the Office of the United States Attorney for the District of Columbia.

Date:

March 28, 2022



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John B. Bellinger, III
Kaitlin Konkel
Danny C. Onorato
Stuart Sears
Attorneys for Defendant