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Chief Approval [Signature]

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:20-cr-188-T-23SPF

AHMAD AL SALEH

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Maria Chapa Lopez, United States Attorney for the Middle District of Florida, and the defendant, Ahmad Al Saleh, and the attorney for the defendant, Rebecca L.

Castaneda, mutually agree as follows:

A. Particularized Terms

1. Count Pleading To

The defendant shall enter a plea of guilty to Count One of the Indictment. Count One charges the defendant with conspiracy to make false statements to the USDA and to defraud and impair and obstruct the USDA, in violation of 18 U.S.C. § 371.

2. Maximum Penalties

Count One carries a maximum sentence of five years imprisonment, a fine of \$250,000, a term of supervised release of not more than three years, and

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a special assessment of \$100. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense, or to the community, as set forth below.

3. Elements of the Offense

The defendant acknowledges understanding the nature and elements of the offense with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

- First: That two or more persons in some way agreed to try to accomplish a shared and unlawful plan;
- Second: That the Defendant knew the unlawful purpose of the plan and willfully joined it;
- Third: That during the conspiracy, one of the conspirators knowingly engaged in at least one overt act as described in the indictment; and
- Fourth: That the overt act was committed at or about the time alleged and with the purpose of carrying out or accomplishing some object of the conspiracy.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts Eight, Nine and Ten, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

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5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to U.S. Department of Agriculture as directed by the Court.

7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

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8. Acceptance of Responsibility—Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG §3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

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9. Low End

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request to the Court that the defendant receive a sentence at the low end of the applicable guideline range, as calculated by the Court. The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

10. Cooperation—Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle

District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as “substantial assistance” in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether “substantial assistance” has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

11. Use of Information—Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant’s cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

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12. Cooperation—Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant

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thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by rescission of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

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(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed

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pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense to which the defendant is pleading provides for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from

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the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse,

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dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations

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and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the

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government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's

Defendant's Initials AJ,

understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

Defendant's Initials AJ,

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

FACTS

The Supplemental Nutrition Assistance Program (“SNAP”), formerly known as the Food Stamp Program, is a federally funded program to help fight malnutrition among lower income families. The U.S. Department of Agriculture, a department of the executive branch of the U.S. government (“USDA”), administers the SNAP through its agency, the Food and Nutrition Service (“FNS”). The FNS is responsible for the authorization and disqualification of retail food establishments participating in the redemption of SNAP benefits.

SNAP uses an Electronic Benefit Transfer (“EBT”) system. SNAP recipients get a plastic EBT card that contains an embedded magnetic stripe that stores the account information necessary for food purchases. Stores approved by FNS to participate in the SNAP program receive an assigned SNAP authorization number. They must acquire a point of sale (“POS”) terminal in order to access the electronic funds on recipients’ EBT cards. The POS terminal

communicates with an authorization platform to debit a recipient's available SNAP benefit balance for the cash value of eligible food items that the SNAP recipient purchases. When a SNAP recipient in Florida swipes an EBT card through a retailer's POS terminal, this triggers an interstate electronic transmission of information from Florida to data centers in Arizona and Wisconsin. The authorization platform verifies that the retailer is authorized to process the SNAP transaction, verifies the amount of benefits available, authorizes the transaction, and deducts the purchase amount from the SNAP recipient's available balance. SNAP reimbursements go to retailers through electronic transfer of federal funds. In order to participate in the SNAP as an authorized retailer, a business must complete FNS Form-252. Retailers can lose their authorization to redeem SNAP benefits if they break program rules for acts such as trading cash for a store customer's SNAP benefits (sometimes called "trafficking"). USDA regulations prohibit such conduct.

Defendant Ahmad AL SALEH conspired with others to defraud the USDA by agreeing to act as the "straw" owner of the Express Family Meat Market ("EFMM"), the successor business that acquired ownership of Express Meat Market ("EMM"), a SNAP-authorized retail store in St. Petersburg, Florida. Ghasan AWAD and another person had owned EMM. However, as of November 20, 2014, the FNS permanently disqualified AWAD and the other

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EMM co-owner from participating in the SNAP program due to the USDA's discovery of SNAP-benefits trafficking at the store. Thereafter, under USDA regulations and pertinent SNAP rules, EMM's authorization to operate as a SNAP retail location would terminate if AWAD continued to own EMM or work there in any capacity. In 2015, to circumvent the USDA regulations and SNAP rules, defendants AWAD, Ahmad AL SALEH, and Bassam AL SALEH conspired to deceive the USDA and its agency, FNS, and SNAP by fraudulently purporting to transfer ownership of EMM to Ahmad AL SALEH and changing the store's name from EMM to EFMM. However, in reality, AWAD would continue to work at the store and make management decisions concerning the store, all in violation of the SNAP rules.

In July 2015, in furtherance of the conspiracy, Ahmad AL SALEH, with the assistance of Bassam AL SALEH, filed and caused to be filed, a FNS Form-252 with the USDA listing himself, Ahmad AL SALEH, as the sole owner/officer of EFMM and claiming that no owners, managers, or employees who had previously been disqualified from SNAP were working at EFMM in any capacity or had any financial involvement with the store. Ahmad AL SALEH's FNS Form-252 was approved and EFMM began to participate in SNAP. Ahmad AL SALEH's statements and representations in the FNS Form-252 were false and fraudulent, in that, AWAD continued to work at and make decisions concerning EFMM.

Defendant's Initials AJ

EMM was considered a “high redeemer” of SNAP benefits, redeeming an average of more than \$100,000 in monthly SNAP benefits in the first eight months of 2014. Following Ahmad AL SALEH’s purported purchase of EMM and the store’s name change to EFMM, that trend continued in 2015. EFMM’s monthly SNAP redemption volume far exceeded the average monthly redemptions for stores that the FNS classified as small groceries in the United States.

The USDA—Office of Inspector General and the Department of Homeland Security, working with the St. Petersburg Police Department, conducted an undercover investigation of EFMM sales practices. On July 2, 2019, a St. Petersburg Police Detective, acting in an undercover capacity (“UC-1”), entered EFMM. She approached AWAD at the store register, placed a few small items to purchase on the counter, and asked AWAD, who was working at EFMM, if he would provide cash in exchange for SNAP benefits. AWAD subsequently executed a SNAP EBT purchase for UC-1 totaling \$117.58 in SNAP benefits (far exceeding the true cost of the items purchased) in exchange for \$50 cash and the few small items purchased by UC-1. UC-1 exited the store and later identified AWAD as the store cashier who had engaged in SNAP-benefits trafficking on that date.

UC-1 made two similar visits to EFMM, on July 12 and July 19, 2019, during which AWAD again agreed to trade SNAP benefits for cash, or traffic in SNAP benefits. UC-1 identified AWAD as the store employee with whom she dealt at the EFMM register on each occasion.

On October 30, 2019, federal agents interviewed Ahmad AL SALEH. Ahmad AL SALEH insisted that he was a “partial owner” of the store and that he received a \$400 “bonus” every month for “owning” the store. He acknowledged that AWAD “runs everything”. Initially, during the interview, Ahmad AL SALEH denied that his brother, Bassam AL SALEH, played any role in Ahmad AL SALEH’s involvement with AWAD and EFMM. However, Ahmad AL SALEH later retracted that assertion and admitted that his brother, Bassam AL SALEH, made the introduction to AWAD. Ahmad AL SALEH explained that he was desperate for money and that is why he entered into the arrangement to “purchase” EFMM. When asked by agents if he knew that AWAD had been disqualified from owning a SNAP retail store location, Ahmad AL SALEH said, “he might have mentioned it, but I’m not sure about that”. Later in the interview, Ahmad AL SALEH admitted that AWAD had said that he (AWAD) had some “issue” with the license.

Ahmad AL SALEH also admitted that both the paperwork for the purported sale of EFMM and the supposed related purchase payments made by

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Ahmad AL SALEH to AWAD were false and “made up”. Ahmad AL SALEH further acknowledged that he never made any of the payments to AWAD to buy EFMM. Moreover, Ahmad AL SALEH admitted that he did not manage EFMM or order EFMM inventory but that AWAD handled those tasks.

In July 2015, the FNS Form-252 and accompanying affidavit from Ahmad AL SALEH was submitted to obtain SNAP authorization for EFMM. In those documents, the defendant falsely and fraudulently listed himself as the sole owner and denied that any “owner, partner, member, or manager” of the store had ever been “suspended” or “denied” or “fined” “for license violations [related to SNAP or WIC]”. Ahmad AL SALEH also falsely and fraudulently denied in the form that any EFMM “officer, owner, partner, member and/or manager” had ever been or was “suspended or debarred” from participating in or conducting any program that the federal government administered. In his application for SNAP authorization, AL SALEH also falsely and fraudulently affirmed that no owner or manager of his store had ever “had ownership in or was a manager of a business that is or has been disqualified from SNAP or WIC” and that no “[p]ersons who were owners, managers, or employees of any firm that is or has been disqualified from SNAP or WIC are working in the store (in any capacity).” Ahmad AL SALEH also falsely and fraudulently certified that no “[p]ersons who were owners or managers of any store that has been permanently disqualified

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from SNAP or WIC are financially involved in or have other operational interest” in EFMM.

The conspirators also submitted to the USDA a one-page “Bill of Sale,” for EMM (later EFMM) signed by Ahmad AL SALEH and AWAD and witnessed by Bassam AL SALEH. This bill of sale falsely and fraudulently listed a sale price of \$35,000, with a \$5,000 down payment supposedly due from Ahmad AL SALEH to AWAD once EFMM received its authorization to operate as a SNAP retail location, and monthly installment payments of \$2,000 from Ahmad AL SALEH to AWAD thereafter. The conspirators later submitted to the USDA copies of two handwritten receipt forms. One receipt, dated August 1, 2015, purported to reflect the \$5,000 down payment. The other receipt form, also dated August 1, 2015, purported to show the receipt by AWAD of \$2,000 paid by Ahmad AL SALEH as an initial payment. The conspirators also sent the USDA a purported copy of yet another receipt form, this one dated September 1, 2015, that reflected a \$2,000 payment by Ahmad AL SALEH as his second payment. The defendant admitted in his October 2019 interview that these documents were false and fraudulent.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and

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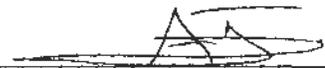
no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

13. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 16th day of October, 2020.

MARIA CHAPA LOPEZ
United States Attorney

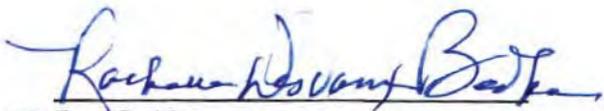


Ahmad Al Saleh
Defendant



for Jay L. Hoffer
Assistant United States Attorney

Rebecca L. Castaneda
Rebecca L. Castaneda
Attorney for Defendant



for Jay G. Trezevant
Assistant United States Attorney
Chief, Economic Crimes Section